内部保护的 工物经工具 网络拉拉克克克 人名马克斯 独自 Beverly Bank 8811 West 158th Street Primare, Marine for the 6847 Country of Segments of Se

THIS MORTGAGE ("Snownly instrument") is given on the rich 14. 1894

. The mortgegor is

BRIAN J. BARNES and MAURELE M. BARNES, Husband and Wife

("Borrower").

This Socratty instrument is gran to Bayon by Bank.

Angit Corp., its seconsors Blor assigns

which to coveraged and adulting that it the laws of State to to fill 1 it is not s wash 158th Street, Orland Hills, IL 80477

, and whose address is ("Lender").

Borrower owns Lander the principal sum of Sixty Thousand Rine Hundred Dollars and no/100

Dollars (U.S. \$ 40, 900.00

evidenced by Borrower's note dated the same date as this Socurity Instrument ("Note"), which provides for monthly payments, with the full debt, ill not paid perfiel, dup and payable on \$ p r 1 1 - 1 . . . 2 G 1 4 instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purp are, Borrower does hereby mortgage, grant and convey to Lender the following described property located in C 0 0 K County, Minole:

LOT 233 IN FIFTH ADDITION TO GLENHOOD GARDERS SEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL NERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1966 AS DOCUMENT NUMBER 19923638 IN COOK COUNTY. ittirois. er water.

MIR: 32-03-403-021 -

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professional and a state of the state of the

TOGETHER WITH all the Improvements now or hereafter crecited on the property, and all ensuments, appunchances, and thouse now or himselfer a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregot: 3 is referred to in this Security Instrument as the "Property"

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant end convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower systems and will defend generally the title to the Property against all claims and demands, subject to any incoming asparentances

parament family-preserving and unimprice instrument PAGE 1 OF 6 18C/CNIDTIL//0101/8014(8-60)-L

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THIS SECURITY INSTRUMENT constinus uniform coverance for national use and non-uniform coverage with firster validations by jurisdictor to complicia a uniform security instrument coverage real property.

UNIFORM COVENANTS. Borrowick and Lander covenant and agree as follows:

- 1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the data evidenced by the Note and any prepayment and tale charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower sign pay to Lender on the day monthly payments are due under the Note, until the Note is paid in tail, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lian on the Property; (b) yearly landshold payments or ground rents on the Property, if any; (c) yearly instrument as a lian on the Property; (d) yearly incidence premiums, if any; and (f) any sums payable by yearly flood insurence promiums. If any; and if any sums payable by Borrower to Lender, in eccondance with the provisions of paragraph is, in lieu of the payment of mortgage insurence premiums. These hards are called "Escrew heres." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage from may require for Borrower's escrew account until the letters! Role Estate Sediment Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2501 et and hold Funds in an amount at the applies to the Funds asta a leaser amount. If so, Lender may, at any time, bollect and hold Funds in an amount of Funds due on the total of current data and in a sometimes of expenditures of future Escrew Items or otherwise in occordance with applicables law.

The Funds that he held is an institution whose deposts are instituted by a lederal agency, heimmentality, or entity (including Lander). It bander is set in an institution) or in any Federal Hierne Lown Bank. Lander shall apply the Funds to say the Escrow items. Lander may not charge Borrower for holding and applying the Funds, annually analyzing the secrow account or verifying the Endrow here, unless Lander pays Borrower interest on the Funds and applicable law permits Lander to make such a charge. If these, it is not may require Borrower to pay a one-time charge for an independent rest estate law reporting service used by Lander in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lander shall not be required to pay Borrower any interest or semings on the Funds. Borrower and Lander may agree in writing, however, that interest shall be paid on the Funds. Lander shall by a to Borrower, without charge, an annual accounting of the Funds, showing credits and debte to the Funds and by perpose for which each debte to the Funds was made. The Funds are phrigged as additional accounty for all sums secured by this Security instrument.

If the Funds held by Lender exceed the amounts permined to be held by applicable lew, Lander shall ecocum to Extrover for the excess Funds in accordance with the requirements of upplicable law. If the amount of the Funds held by Lender as any time is not sufficient to pay the Easton literature wit and up, Lander may so rockly Sonower in writing, and in such once Borrows shall pay to Lender the amount necessary to make up the deficiency. Borrows shall make up the deficiency in no nave than twelve monthly payments, at Lander's cote discretion.

Upon payment in full of all sums secured by this Security instrument. Under shall promptly refund to Burrower any Findshall By Lender, burder paragraph 21. Lender shall acquire or sail the Property, Lender, prior to the acquisition or said of the Property, shall apply any Funds hald by Lender at the time of acquire or sails as a credit against time sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paraparts 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounte payable under paraparts 2; third, to interest due; fourth, to principal due; and leat, to any late charge a due under the Note.
- 4. Charges: Liano. Burrower chall pay all taxes, assessments, charges, lines and imposments withoutable to the Property which may attain priority over this Security Instrument, and tessencial payments or ground rests, it any. Surrower shall pay these obligations in the manner provided in paragraph 2, or if not peld in that manner. Sorrower shall promptly furnish to Lender at notices of amounts to be paid under this paragraph. If Sorrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the filet in a manner acceptable to Lender. (b) contacts in good faith the lien by, or delivers against entorcement of the lien in, legal proceedings which in the Lender's opinion operate to present the antercement of the Ser; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may stake priority ever this Security Instrument. Lender may give Borrower a notice blandlying the lien. Borrower shall satisfy the list or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property insulance. Borrower shall keep the improvements now existing or hereefter erected on the Property histest expends toos by the hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insulance. This insulance shall be maintained in the emounts and for the periods that Lender requires. The insulance center providing the insulance shall be chosen by Borrower subject to Lender's approval which that not be unreasonably withheld. If Borrower talks to make all occurrings described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard morrgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, kneurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess peid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under participate 21 the Property is acquired by Lender, Sorrower's right to any insurance policies and proceeds resulting from demons to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservetion Waintenance and Protection of the Property; Borrower's Loan Application; Lesscholds. Borrower shall occur, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the data of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unlessonably withheld, or unless act, musting circumstances exist which are beyond Borrower's control. Borrower shall not deciroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfecture action or proceeding, whether civil or criminal, is begun that in Lender's good faith fudgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Enrower may cure such a detault and reinstate, as provided in paragraph 18, by causing the action or proceeding to be d'amissed with a ruling that, in Lander's good faith determination, precludes torfaiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Enrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or falled to provide Lender with any material information) in connection with the loan endroced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasabold, Borrower shall comply with all the provisions of the least. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not marge unless Lender agrees to the mergur in writing.
- 7. Protection of Lunder's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or requisitions), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Sacurity instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do co

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borower secured by this Security Instrument. Unless Borower and Lander agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Security instrument. Borrower shall pay the promiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender tapses or ceases to be in effect, Borrower shall pay the premiums required to maintain the mortgage insurance in effect, it a cost premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance coverage is not available, mortgage insurer approved by Lander. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lander cach month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in fleu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain prortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written egreement between Borrower and Lender or applicable law.

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- E. Independent. Length in the agent may make reductable enables upon and inspections of the Property London when the Best over traine at the line of its prior to an imperitor epocitying reasonable cause for the imperiors.
- 10. Condentation. The proceeds of any award or claim for demages, direct or consequential, in connection with any condentation or other taking of any part of the Property, or for conveyance in line of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sume secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property homediately before the taking is equal to or greater than the aniques of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender officially the writing, the sums secured by this Security instrument what he reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any before shall be paid to Borrower, in the event of a pertial taking of the Property in which the fair market value of the Property immediately before the taking the same secured immediately before the taking unless Sommer and Lender otherwise agree in writing or unless applicable for otherwise provides, the proceeds shall be applied to the same secured by this Security instrument whether as not the same are then due.

If the Property is at an kined by Borrower, or if, after notice by Lander to Borrower that the condumnor offers to make an award or settle a distriction clamages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Landar and Borrower of lenvise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the morning payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance by Lender Not a Walvar. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the Hability of the original Borrower or Borrower's successor in interest or refuse to entend interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to entend time for payment or otherwise modify amortization of the sums secured by this Society Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or practices the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Libility; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and casigns of Lander and Bonower, subject to the provisions of paragraph 17. Bonower's covenants and agreements shall be joint and several. Any Bonower who co-signs this Security Instrument but does not execute the Note: (a) is on-signing this Security instrument only to mortgage, grant and convey that Bonower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Bonower may agree to extend, modify, forcear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Bonower's consent.
- 13. Loan Charges. If the iden secured by this Security instrument is subject to a new which sets maximum loan charges, and that law is finally interpreted to that the interest or other loan charges collected or to be collected in connection with the loan succeed the permitted limits, then: (a) any such loan charge shell be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Bi prover which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduced principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 18. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by making it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by replace to Lender. Any motice to Lender shall be given by first class mail to Lender's address stated hernin or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law, Savirability. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Buneficiel Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

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secured by this Becurity instrument. However, this option whell not be exercised by Lender & exercise is prohibited by federal law as of this date of this Security Instrument.

If Lander exarctees this option, Lender shall give Borrower notice of socieration. The notice shall provide a privide of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- ts. Borrower's Right to Reinstate. If Sonower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by from occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 16. Sale of Note; Charge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold once; more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") dry collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hezardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hezardous Substances on or in the Property Serrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Series. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of reasonable Substances that are generally recognized to be appropriate to normal residential uses and to maintenance, of the Property.

Borrower shall promptly give Lender written notice of any in restigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If burrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actuars in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or frazardous substances by Environmental Law and the following substances: pasoline, kercame, other flammable or toxic petroleum products, toxic pesticides and herbicides, voiatile solvents, materials outstaining asbestos or formaldehyde, and radioactive insterials. As used in this paragraph 20, "Environmental Law" means frateral laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental profection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as 1240/2000

- 21. Acceleration; Remedies. Lender skall give notice to Borrower prior to acceleration following Borrower's breach of any coverant or agreement in this Security Instrument (but not prior to acceleration saider paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the datault; (b) the reflor required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further Inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the datault is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expansion afterness: fees and conts of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lendor shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walves of Homestrad. Borrower walves all right of homestead exemption in the Property.

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with this securey institution. The congruent	4. If one or more dules are executed by file is and agreements of each such duler shall t I agreements of this Security internment as rules!!	ba sycomorated into end shull
☐ Adjustable Rate Rider☐ Graduated Payment Rider☐ Balloon Rider☐ Char(s) (specify)	Condominium Rider Di Planned Unit Development Rider Rate Improvement Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower accepting trument and in any right(a) executed by	ots and agrees to the terms and covenants of Borrower and recorded with it.	contained in this Security
Witnesses:		
	Buon Ren BRIAN J BARNES	(See)
90	TAING V. D BAING	
	MAUREN H. BARN	PES (Seal)
0,	Acres 1	10 anii
	But their	Seat)
STATE OF ILLINOIS,	pace fision of the For Acknowledgment)	County sa:
THE BRIAN J. BARNES UND MAUREEN	a Notary Pholic in and for said co	ounty and state do hereby certify
before me this day in person, and acknowld tine in the line and viduntary act, for the in	raun(s) whose name(s) subscribed to the follotiged that the pay signed and delive uses and purposes therein set for n.	sred the said instrument as
Given under my hand and official seal,	this India day of March 1992	94261232
My Commission expires:	Notary Public	
This instrument was prepared by: Marc	£a.	A
Orland Hills, 11. 69477	_	Janet Huff
	Notary My Co	Public. State of illinois mmission Expires 1/4/97