RECOBOL & RETURN TO:

WM, BLOCK & COMPANY INC. WM. BLOCK & CO., INC. 254 MARKET SQUARE THIS DOCUMENT PREPARED BY: LAKE FOREST, IL 60045

FOR WM. BLOCK & COMPANY INC.

94273807

94/22/38077

[Space Above This Line For Recording Data]

LOAN # 650459

MORTGAGE

THIS MORTGA'. C Security Instrument") is given on DECEMBER 31 . The morto nor in Michael H. Sweeney SR and anna M. Sweeney, Rusband and 19 93 WIFE

("Borrower"). This Security letter most is given to

WM. BLOCK & CO., INC.

ITS SUCCESSORS OF ASSIGNS which is organized and existing under him lows of

STATE OF ILLINOIS

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("Londor").

254 MARKET SQUARE

LAKE FOREST, IL 60045
Borrower owen Lander the principal sum of O'17 HUNDRED TWENTY-FIVE THOUSAND FIVE

HUNDRED AND 00/100

Dollars (U.S. 5 1,25,500.00 1. This dobt is evidenced by Borrower's note dated the sume date as this Security Instrument ("Note"), which provides for monthly psyments, with the full debt, if not paid earlier, due and psy-This Security Instrument accures to Lender: able on FEBRUARY 1, 2024 (a) the repsyment of the debt evidenced by the Note, with a seest, 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 to) the performance of Barrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Barrower does hereby mortgage, grant, and convey to Lander the following described properly located in

LOT 6, BLOCK "K" IN KUNTZE'S HIGH RIDGE FNOLLS UNIT NO. 3, BEING A RE-SUBDIVISION OF PARTS OF LOTS 5 AND 9 OF THE OWNER'S SUBDIVISION OF SECTION 13, TOWNSHIP/42 NORTH, RANGE 11, LAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID KW. TZE'S HIGH RIDGE KNOLLS UNIT NO. 3, REGISTERED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, ON JUNE 27, 1960, AS DOCUMENT NUMBER 1928619

ことより

**TOWNSHIP 41 NORTH

PIN # 08 13 414 006 which has the address of 532 LEAHY CIRCLE

Illinoin 60016 ("Property Address");

(Zin Code)

TOGETHER WITH all the improvements now or hereafter proceed on the property, and all assements, appurtenances, and fixtures now or horsafter a part of the property. All replacements and additions shall also be covered by this Socurity Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grent and convey the Property and that the Property is ununcumbered, except for encumbrances of record. Barrowar warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenents for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS -- Single Family -- Fannie Mac/Fraddio Mac UNIFORM INSTRUMENT

FORM 3014 9/90



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UNOFFICIAL CORY and

UNIFORM COVENANTS. Somewer and Lender developed 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 debt evidenced by the Note and any prepayment and late charges due under the Note,
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funde") for: Is) yearly taxes and assessments which may attain priority over this Security Instrument; as a lien on the Property; (b) yearly leasehold payments or ground rants on the Property. If any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Barrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are celled "Escrow Items." 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 lean may require for Borrower's escrow account under federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12.

 U. S. C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lander may estimate the amount of Funds due on the basis of eutrent data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Back. Lender shall apply the Funds to pay the Eserow Items. Lender may not charge for holding and applying the Funds, annually analyzing the eserow account, or verifying the Eserow Items, unless Lender pays Borrows interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrows to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or an applicable law requires interest to be paid, Lender shall me be required to pay Borrower any interest or comings on the Funds. Borrower and Lender may agree in writing, however, that interest chall be paid on the Funds. Lunder shall give to Borrower, without charge, an annual accounting of the Punds, shawing credits and replied and additional accountity for all sums accurage by this Security Instrument.

If the Funds he'd it y Lender exceed the amounts permitted to be held by applicable law, Londer shell account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of Funds held by Lender at any time is not sufficient to pay the Escraw it was when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to lake up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole decretion

Upon payment in full of all sums accured by this Security Instrument, Lender shall promptly refund to Borrower any Funda held by Lender. If, under paregraph 21.1 under shall asquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funda held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unles applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Barrower shall pay all ax in assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rants, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not print in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to I ander all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Berrower shall promptly discharge any lien which has prorily over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the fien by or defends against enforcement of the lien in, legal proceedings which is the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfact by to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a len which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall eatiefy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" rund any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the arrounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lendar a sy, at Lender's option, obtain goverage to protect Lendar's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage 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, insurance proceeds shall be applied to rectaration or repair of the Property demagnd, if the restoration or repair is economically feesible and Lunder's security is not lessened. If the restoration or repair is not economically feesible 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 paid to Borrower. If Borrower abundans the Property, or does not answer within 30 days a notice from Lender that the insurance cerrier has affered 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 Sucurity 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
paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage
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, Preservation, Maintenance and Protection of Property; Borrower's Loan Application; Lessabolds.

Borrower shall accupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to decupy the Property as Borrower's principal residence for at least one year after the date of accupance, unless bender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or Impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good feith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes forfeiture 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. Borrower shall also be in default if Borrower, during the foun application process, gave materially false or inaccurate information or statements to Lender for failed to provide Lender with any material information) in

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connection with the loan evidenced by the Note, including, but not limited to, representations concerning Betrower's occupancy of the Property as a principal residence. If this Sacurity Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower sequires fee title to the Property, the leasehold and the title fee shall not merge unless Londer agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agree-ments 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 to enforce laws or regulations), 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 Security Instrument, appearing in court, paying research attempts and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to other terms of psyment, these amounts shall beer interest from the date of disbursement at the Note rate and shall be psymble, with interest, upon notice from Lender to Borrower requesting psyment.

- 8. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in offect. If, for any reason, the mortgage insurance coverage required by Lender lapses or cases to be in affect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost the Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lander. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lander each month a sum equal to one-twellth of the yearly mortgage insurance premium being price by Borrower when the macrance coverage lapsed or coused to be in effect. Lender will accept, use and retain these payments as a "o.a" reserve in feet of mortgage insurance. Lous reserve payments may no lenger be required, at the option of Lander, if mortgage insurance coverage (in the annount and for the period that Londer requires) provided by an insurer approved by Lander again becomes available and it obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the require. An approved by an insurance in effect, or to provide a loss reserve, until the require.
- 9. Impaction. Lords or its agant may make reasonable entries upon and inspections of the Property. Londer shall give Borrower notice at the time of or process an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any eward or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyence in lieu of condemnation, are hereby analyzed and shall be paid to Lendar.

In the event of a total taking of this 7 sperty, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Berrower. In the event of a partial taking of the Property, unless Berrower and Lender otherwise agree in writing, the sums secured? If the Security Instrument shall be 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 I also shall be paid to Borrower.

If the Property is abandoned by Borrower, "I", after notice by Londer to Borrower that the condemnor offers to make an award or settle a claim for damages, 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 Socurity Instrument, whether or not then due.

- 11. Borrower Not Released; Forbearance By Lender Not We'ver. Extension of the time for payment or modification of emortization of the sums secured by this Security Instrument granted by Lenser to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or off-orwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a weiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the accessors and assigns of Lender and Borrower subject to the provisions of paragraph 17. Borrower's accessors and assigns of Lender and Borrower who co-signs on Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Sorrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by his Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, fothers or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Socurity Instrument is subject to a law which the meximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refur do; to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to screwer. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Berrower provided for in this Security Instrument shall be given by delivering toor by mailing it by first class amili unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be desined to have been given to Borrower or Lender when given as provided in this paregraph.
- 15. Governing Law; Severability. 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 or the Note 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.
 - 18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instament.
- 17. Transfer of the Property or a Baneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Londer if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 fails to pay those 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.

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- 18. Borrower's Right to Reliestate. If Borrower meets certain conditions, Borrower shell 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 appositly for reinstatement) before sale of the Property pursuant to say 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 Lander 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 actorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lies of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same secured by this Security Instrument shall continue unotherged. Upon reliestatement by Borrower, this Security Instrument and the obligations accured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Barrower. A sale may result in the entity (known as the "Loan Servicer") that 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 Service, Barrower 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 epplicable law.
- 20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower roal promptly give Lender written notice of any investigation, claim, domand, lawfull or other eation 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 Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any invendous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remodial actions in accordance with Fovironmental Law.

As used in this paragraph 20, "Hazardous Substances" are those defined as toxic or hazardous substances by Environmental Law and the following substances: geneline, kureaens, other flammable or toxic petroleum products, toxic posticides and harbinides, volutile solvents, materials containing asbestos or formuldebyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and have of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrov or and Lunder Lurthur covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrum. It that not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which if e dafault 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 of an other defense of Borrower to acceleration and preclosure. If the default 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 mey foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the reme law provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all some secured by this Security instrument, Londer shall release this Security Instrument without charge to Borrower shall pay any recordation costs.
 - 23. Waiver of Homestand. Borrower waives all right of homestand exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall emend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

 [Check applicable box(es)]

Adjustable Rete Ridar	Conderninum flider	1 - 4 Family Ridor
Graduated Payment Rider	Planned Unit Development Rider	B weakly Payment Rider
Balloon Rider	Rute Insprovement Rider	Secund Home Rider
Cothestal Imposited		10

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnessen:	
	Conchael wear of (500)
	MICHAEL H. SWEENEY SR Bonower
	Social Security Number 356-48-3792
	\bigcirc
	Lanna M. Surcamory (Soul)
	ANNA M. SWEENEY Borrowor
	Social Security Number 332-52-1685
\wedge	
Space B	elaw This Line Far Acknowledgment)
7/_	
STATE OF ILLINOIS,	County ss:
" the undersion of	, a Notury Public in and for said acuaty and state,
do horeby certify that Michael 1	seen ey SR. & Anna M. Sweeney,
Manager M. St.	Kicwn to me to be the same person(s) whose name(s)
•	
subscribed to the foregoing instrument, appeared before $m{ heta}$	
uigned and delivered the said instrument as TN	1 172 free and voluntery set, for the uses and purposes therein
set forth.	
Given under my hand and official seal, this	3(ST was 1) aconder 19 97
My Commesion expires:	
1212-1195	Mulite a Chale
	Note v Public
MOTERY PUBLIC, STATE OF ILLINOIS	" OFFICIAL SEAL " MELISSA K. LANDIS }
WELISSA K. LANDIS	NOTARY PUBLIC, STATE OF ILLINOIS

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