

[Space Above This Line For Recording Data] -

MORTGAGE

MARCH 24, 1994 THIS MORTGAGE ("Security in exament") is given on

. The mortgagor is

WILLIAM R DEIR AND CHRISTINE M DEIR HIS WIFE

("Borrower"). This Security Instrument is given to

STANDARD PEDERAL BANK FOR SAVINGS

THE UNICED STATES OF AMERICA which is organized and existing under the laws of address is 4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632

, and whose

("Lerder"). Borrower owes Lender the principal sum of

THIRTY THOUSAND FOUR HUNDRED DOLLARS & NO CENTS

Dollars (U.S. \$ 30 400.00

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This debt is evidenced by Borrower's note dated the same date as this Securit, Vistrument ('Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2004

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the hote, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest dayanced under paragraph 7 to protect the security of this Security Instrument; and (e) the performance of Borrower's covenan's and agreements under this Security Instrument and the Note. For this purpose, Burrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

LOT 5 IN BLOCK 8, IN WATERMAN'S ADDITION TO NORRELL PARK AND EXCOON, BEING A SUBDIVISION OF THE EAST THREE FOURTHS OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-11-408-005-0000

which has the address of 5211 S TRUMBULL AVENUE

CHICAGO

[Street, City].

Illinois

("Property Address");

(Zip Code)

ALLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

-6R(R) -92121

Form 3014 9/90 Amended 5/91

VMP WORTGAGE FORMS - (800)521-7291

06/6 PIDE

OVK LAW

TR HT29 R 7444 ad bourdard sew monument shift

Circa under my hand and otheral seal, this

TYREY CEISHYM

29-20 Symposium Common of A

Society Public

7661 tree and voluntary act, for the uses and purposed therein set forth.

thetr signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

personally known to me to be the same person(s) whose name(s)

RELITAB GRAHOM

MICCITY B DEIR AND CHRISTINE M DRIR HIS WIFE ægi the undersigned a Motary Public in and for said county and state do hereby certify. SIGNETHEO BLUES COOK Connik se:

HIPZ

15WHINE Bottoket (les2)

CHRISTINE N DEIR 19 wonted (fiss2)

19400108) (posy)

Second Home Rider

15bill family Rider

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in any indensi executed by Borroner and recorded with it.

BY SIGMING BELOW, Borrower accepts and agreed of the terms and covenants contained in this Security Instrument and

Otheres [specify]

Planned Unit Development Rider

Condomining Rider

प्रचाद विक्रिस्टर हामहाम सिनुदर

Graduated Payment Roder

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the coscinants and agreements of this Security Instrument as if the rideres) were a part of this Security Instrument. Security Instrument, the expanse and agreements of each such rider shall be incorporated into and shall amend and supplement 24. Riders to the Security Instrument, It one or more riders are executed by Borrower and recorded together with this

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all orangepart of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is may an its option, require immediate payment in tolly of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Indeed law 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 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.

18. Borrower's Right to Reinstate. If Borrower 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 Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration vider paragraph 17.

19. Sale of Note: Change or Lean Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more time; without prior notice to Borrower. A sale may result in a change in the emity (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 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. 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 shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any idazardous 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 remediation of any Hazardous Substance affecting the Property is recessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or oxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Ro, rower's breach of any covenant or agreement in this Security Instrument (but 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 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 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 may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead, Bostower waives all right of homestead exemption in the Property.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between florrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu 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 sums 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 immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this 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 balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Leader otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured living Security Instrument whether or not the sums are then due.

If the Property is abandoned by Bottower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Londer 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 Lender and Borrower otherwise agreed 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 such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. 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 liability of the original Borrower or Fortower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise 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 sight or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Lo signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrumen wily to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not sersonally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note willbut that Borrower's consent.
- 13. Loan Charges. If the foan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected a connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower 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 reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing 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 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 deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law: Severability. This Security instrument and jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note which can be conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be conflicting provision. To this end the provisions of this Security Instrument and the Note are declared and the Note are dec
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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Form 3014 9/90

8. Mortgage Insurance. It Lender required arorgage insurance as a condition of making the loan secured by this Security facturation. Borrower shall part the premiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required to obtain coverage insurance required to a mortgage insurance operations of the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the sum enter the insurance insurance previously in effect, and includer if some factor of the month a sum equal to one-resolute or the cost in the insurance coverage lapsed or ceased to be method with a sum of the insurance coverage lapsed or ceased to be method with a sum of the month as an increase in the reader with a copy, and return these payments as a loss reserve in the object. Using the figure and return these payments as a loss reserve in the object. I ender with a copy, use and return these payments as a loss reserve in the months as mortgage insurance. Loss reserve

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Borrower shall occupy, establish, and used. Property as Borrower's principal residence within sixty days after the execution of this Security Instrument, and shall continue to a cupy the Property, as Borrower's principal residence for at least one year after the date of occupancy, unless I ender onterwise agency in writing, which consent shall not be uncasonably withheld, or unless extentioned extentions from were shall not destroy, damage or impair the extending excounstances extentionally any fortower's control. Borrower shall be in default it any forteliume property, allow the Property to determinate or commit a size on the Property. Borrower shall be in default it any forteliume determined to determine the best extending that in Lender's good faith judgment could result in torleiture of the entering the action or proceeding to be default in torleiture of the Euperty or other majority in any function of the first security interest. Borrower may majority and remistance, as principled of lender that default is increased by the best majority in default if the first security interest and not including the increase that the borrower shall also be in default if the former of the little form established by the form of the broperty as a principal testification in default if the broperty of the broperty as a principal testification in the broperty as a principal testification in the broperty as a principal testification in the broperty, the form established. Borrower shall comply with the bone sequence if this Security institution as a principal default of the Broperty is a principal testification in the Broperty, the form established. Borrower shall comply with the bone of the lease. If Borrower and the broperty is a principal testification of the Broperty, the

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