## NOFFICIALICO

COOK COUNTY ILLINOIS

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| THIS MORTGACH ("Security Instrument") Is given by April 13th, 1777 The mengagor is JAMES E. BETKE AND MARYELEN BETKE, HUSBAND AND WIFE   |  |
|--|--|
| HARRIS TRUST AND SAVINGS BANK INTO THE STATE OF ILLINOIS I I WEST MONROE STREET CHICAGO, ILLINOIS 60803  | ("Borrower"). This Security Instrument is given to which is organized and existing and whose address is ("Lender ("Lende |
| Dorrower owes Lender the principal sum of<br>Four Hundred Twenty Thousand and 00/100   |  |
| Dollars (U.S. \$ .420,00,00 ). This dobt is evidenced by Bormwer's note ("Note"), which provides for monthly payments, with the full dobt, if not paid earlier, the and pay this Security Instrument could to Lander; (a) the repayment of the dobt evidenced by the Note and modifications of the close, (b) the payment of all other some, with interest, advanced under Security Instrument; and (c), to reformance of Borrower's covenants and agreements under this margoise. Borrower does hereby next, age, grant and convey to Lender the following described procook. | dated the same date as this Security Instrument  (able on May 151, 2004  , with Interest, and all renewals, extensions  r paragraph 7 to protect the security of this  Security (Instrument and the Note. For this   |
| COOK 12 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2  | County, Illinois   |

LOT 128 IN THE SUBDIVISION OF SLOCK 7 IN FAIR OAKS, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE ITHIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 📠

PERMANENT INDEX NUMBER: 16-06-422-004

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| which has the address of        | Commission of the Commission | 530 NORTH EAST AVENU   | JE                        | a section is a section | OAK PARK                        |
| with this the hiptiess of       |                              | [Street]   |                           | //                     | (Ch)                            |
| Illusois 60302                  |                              | , ("Proporty Address"); 🕟 🖠 🦠  | 5 ( ) ( ) ( ) ( ) ( ) ( ) |                        | e le                            |

Together with all the improvements now or hereafter erected on the property, and all easuments, apppy to access, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

HORROWIR COVENANTS that Burrower is lawfully select of the estate hereby conveyed and has the right to workage, grant and convey the Property and that the Property is meneumbored, except for enginebrances of record. Borrower warrants will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVERANTS, horrower and Lorder coverant and agree as follows:

- 1. Payment of Principal and Interests Prepayment and Late Charges. Bostower shall and interest on the debt evidenced by the Note and any prepayment and late charges the under the Note. Horrower shall promptly pay when due the principal of

The l'unds shall be held in an institution whose deposits are insured by a federal agency, institutionally, or entity (including Lender, if Lender is such an institution) or in any l'ederal Home Loan Bank. Lender shall apply the l'unds to pay the Bertow Benns. Lender may not charge flortower for holding and applying the funds, annually analyzing the exclose account, or verifying the Exclose Benns, unless Lender pays flortower interest on the l'unds and applicable law permits Lender to make such a charge. However, Lender may require flortower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this team, unless applicable law provides otherwise. Unless an egreement is made or applicable law requires interest to be pabl, Lender shall not be required to pay flortower any interest or earnings on the l'unis. Hortower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS Single Pannly Famile Mac/Freiklie Mix UNIFORM INSTRUMENT Form 3014 , 9/20, america pages

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

Upon payment in full of all sams secured by this Security Instrument, Lender shall prompily refund to Bortower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds 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. Unless 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 Noie; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Noie.
- 4. Chargest Llens. Horrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground cents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall primipally furnish to Lender 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.

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 lien in a manner acceptable to Lender; (b) comests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Bortower's notice identifying the lien. Borrower chall satisfy the lien or take one or more of the actions set forth above within 10 days of the printy 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, 'azznis included within the term 'extended coverage' and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance, 'field be chosen by Bosrower subject to Lender's approval which shall not be unreasonably withheld. If Bosrower fails to maintain coverage, esc ibed above, Lender may, at Lender's option, obtain coverage to protect Lender'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 morgage 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, Burrower shall give prompt notice to the insurance extrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower other ise agree in writing, insurance 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 wou'd be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excers part to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carries 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 are application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 20 change the amount of the payments. If under paragraph 21 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 Ir attended insured insured to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Peroperty; Borrower's Loan Application; Leaseholds.

  Borrower shall occupy, establish, and use the Property as Borrower's principal reside; see vithin 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 date of occupancy, unless Lender 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. Some the Property of detectorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether evil or criminal, is begun that in Lender's good fasth judgment could result in forfeiture of the Property or otherwise materially impair the "ien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in patignish. 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false of inaccurate information or statem into the Interest in the Property or other may material information) in connection with the loan evidenced by the Note, including, but no limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a located to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a located to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a located to representations concerning to the inerger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverage and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the I toperty (such as a proceeding in bankupicy, probate, for condemnation or forfeither or to enforce laws or regulations), then Lender may do and (as for whatever is necessary to project the value of the Property and Lender's rights in the Property. Lender's actions may include paytic, any sums secured by a here which has priority over this Security Instrument, appearing in court, paying reasonable anomeys' free and entering in its 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 secures U this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of Johnsement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- B. Mortgage insurance. If Lender required mortgage insurance as a consistion of making the loan secured or an Seconty Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the coordage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance coverage is not available. Borrower when the mortgage ensurance each month a sum equal to one-twelfth of the yearly mortgage mortance coverage happed of ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lett of mortgage mortgage. Loss reserve payments may no longer the required, at the option of Lender, if mortgage insurance coverage in the amount and for the period that Lender required to maintain mortgage mortgage insurance coverage that the option of Lender, if mortgage insurance coverage mortgage insurance coverage mortgage mortgage insurance coverage mortgage mortgage insurance coverage with any written agreement between Borrower and Lender of applicable laws.
- 9. Inspection. I ender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Horrower 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 other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to I ender.

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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, in less Borrower and Lendor otherwise agree in writing, the sums secured by this Security Instrument immediately before the taking, indexs Borrower and Lendor otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds manipuled 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 indexistable before the taking of the Property in which the fair market value of the Property inmediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lendor otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abundanced by Borrower, or If, after notice by Lander to Borrower that the consiement 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 Security Instrument, whicher or not then due. 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 such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver.

  Bixtension 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 successors in instrest. Lender shall not be required to commence proceedings against any successor in interest or robuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason or any domaid made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy.
- 12. Successors and ASS gas Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall be did and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be did and several. Any Borrower win co-signs this Security Instrument but does not execute the Note:

  (a) is co-signing this Security Instrument; but to mortgage, grant and convey that Borrower's interest in the Proporty under the terms of this Security Instrument; but (c) is not persone by abligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, now by, forbear 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 secure a 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 in connection with this 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 in this will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a limit payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge and er 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 florrower. 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.
- 1.5. 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.
  - 16. Borrower's Copy. Horrower shall be given one conformed copy of the Note and or this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part 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 not a natural person) without Lender'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 Lender if exercise is prohibited by federal law as of the date of this Security Institution.

If Lender exercises this option, Londer 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 recurity 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 use anforcement of this Security Instrument discontinued at any time prior to the garlier 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 information enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under his Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covernants 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 under paragraph 17.
- 10. 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 Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments the onder the Note and this Security Instrument. There also may be one or none 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 stay 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.

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20. Harardous Substances. Borrower shall not cause or permit the presence, use, disposal, riorage, or release of any Harardous Substances on or in the Property. Borrower shall not do, not 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 Harardous 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, demains, tawain or other action by any povernmental or regulatory agency or private party involving the Property and any Bazardous Substance of Environmental Law of which Borrower has in-tual knowledge. It Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Bazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

As used in this paragraph 20, 'Hazandous Substances' are those substances defined as toon or hazandous substances by Environmental Law and the following substances, gasoline, kerosene, other flammable or toxic periodeum products, rocke personal herbicides, volatile solvents, materials containing astessos or formaldehyde, and radioactive materials. As used to 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 rate of the paragraph 20, the property is located that relate to health, safety or environmental rate of the paragraph 20, the paragrap

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

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 Borrower'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 relinstate after acceleration and the right to assert in the orchosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the beautt is not cured on or before the date specified in the notice, lender at its option may require immediate pagment in full of all sure; secured by this Security Instrument without further demand and may foreclose this Security Instrument by juducial 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.

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|---|---|--|---|
| 22. Release. Upon pymynt of all sums change to Borrower. Borrower shall jay any recordati   | secured by this Security Instrumeton costs. | nt, Lender shall release this Securit  | y Instrument without                      |
| 23. Walver of Homestead. Borrower w   | tives all rights of homestead exem          | ption in the Property.   |   |
| 2.4. Riders to this Security Instrument, the covernants and agreements of each surgerements of this Security Instrument as if the rider is [Check applicable box(es)] | rider shall be incorporated into a          | ited by Borrower and recorded tope<br>and shall amend and supplement the<br>ument. | ther with this Security<br>covenitits and |
| Adjustable Rate Rider   | Condominium Rider                           | $\Box$   | 4 Family Rider                            |
| Graduated Payment Rider   | Panned Unit Developm                        | · · · · · · · · · · · · · · · · · · ·  | iweekly Payment Rider                     |
| Balloon Rider   | tate Improvement Ride                       | er So  | reand Home Rider                          |
| Other(s) [specify]  |   |  |   |
| BY SIGNING BELOW, Borrower accepts at tider(s) executed by Borrower and recorded with it.   | id agrees to the terms and cover            | iants contained in this Security Ins   | trainent and in any                       |
| Signed, sealed and delivered in the presence of:  | 37  |  |   |
|   | 1454ES 1                                    | BETK?  | -Bottowet                                 |
|   | * /   |  | ·bottowit                                 |
|   | Social Secur                                | tly Number   |   |
|   | MARYELLY                                    | EN BETKE   | Seal) Borrower                            |
|   | Social Secur                                | ity Number 11258°  | 1474                                      |
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|   |   |  | -Bottower                                 |
|   | Social Secur                                | nty Number   |   |
| [5px  | e-Below This Line For Acknowled             | dgment]  | ······································    |
|   | leas  | County ss:   |   |
| that JAMES E. BETKE AND MARYELLEN BETK  |   | may Public in and for said county is   | nd state do hereby certify                |
| í   | /<br>Getson                                 | ally known to me to be the same pe   | minis) whose name(s)                      |
| subscribed to the foregoing instrument, appeared before   | •   | ·  |   |
| signed and delivered the said instrument as theli   |   | o voluntary act, for the uses and pu   | rposés therem set forth.                  |
| Given under my hand and official seal, this   | 13th day of                                 | April, 1994  |   |
| My Commission Expires: 1-27-77  | <u>J</u>                                    | fushing.   |   |
| This instrument was prepared by: ROSEMARY   | BOMEBO                                      | / // // // // // // // // // // // // /  |   |
| Return To: HARRIS TRUST AND SAVINGS BA  |   | $\mathcal{J}$  |   |
| 111 WEST MONROE STREET  |   |  |   |

111 WEST MONROE STREET CHICAGO, ILLINOIS 60603