MAIL TO: UNOFFICIAL CO

MAJESTIC MORIGAGE 209 N. SEHMOUR HUNDELEIN, IL 60060 ATTION JODI COX

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. DEPT-01 RECORDENS

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(Space Above This Line For Recording Data).

T#8888 TRAM 1792 04/19/94 09:53:09

#7867 # JB * -94-349735 COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE (Security Instrument) is given on March 28th, 1994 The grantor is AICAN HUSBAND AND WIFE _("Borrower"). This Security Instrument is given to MAJESTIC MORTGAGE CORPORATION which is organized and editing under the leve of THE STATE OF ILLINOIS
SEE NORTH SEVIEGUR MUNDELEIN, KLINOIS 66666 and whose address is er owes Lander the principal sum of Eight Thousand Str. Nundred and 00/100 8,000). This right is evidenced by Borrower's note dated the same date as this Security Instrument Dollars (U.S. \$ _ ("Note"), which provid a tramontal payments, with the full debt, if not peld certier, due and payable on October 1st, 1884

This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the living; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the payments of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby in rigage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located to COK.

County, Elinoler

THE MORTH 23 FEET OF THE SOUTH IT FEET OF LOT 110 M HILLCREST, BEING A SUBDIVISION OF THE NORT \$1 1/2 OF SECTION 36, TOWNSHIP 40 MORTH, RANGE 12, EAST OF THE THIRD WINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Enois 60836	(8treet); ("Property Address");	74,	(GIA)
which has the address of	2305 N. 75TH AVENUE	70/2	ELMWOOD PARK
	Col	, Ox.	
PIN: 12-34-202-018	00/		
COUNTY, ILLINOIS.	BRD A WCP AL REPRIDIAN, IN CLASS	•	

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and asseigns, forever, a gether with all the improvem or hereefter erected on the property, and all essements, apppurtenences, and fidures now or to reafter a part of the property. Isocernants and additions shall also be covered by this Security Instrument. All of the foregoing is referred by an this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right or mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower y arrants 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 coverants for national use and non-uniform covenants wis limited variations by unlediction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 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: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly issued or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums. These items are called "Escrow items." Lander may, at any time, collect and hold Funds in an amount not to exceed the mestman amount a lender for a tederally related mortgage loan may require for Borrower's ecrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. SS 2801 et seq. ("RESPA"), unless another law that applies the Funds sets a lesser amount. If so, Lander 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 current data and resconsible estimates of expenditures of future Escrow items or otherwise in accordance with applicable lew.

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 Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the ecrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lander may require Borrower to pay a one-time charge for an independent real estate tox 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, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lander may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT QFS Form - (2000022 (7/20/92)

Form 2014 8/90, (page 1 of 4 pages)

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Flunds. Lender shall give to 8 arm with a trout charge, are a selected and debits to the Funds and the purpose for which each debit to be Funds and the Funds or pletted as additional solely total sums escured by this Security Institutes.

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 at any time is not sufficient to pay the Escrow here 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 deliciency. Borrower shall make up the deliciency in no more than twelve monthly payments, at Lender's sole

Upon payment in tuli of all same secured by this Security Instrument, Lender shall promptly reland to Borrower any Funds hald by Lender, st. under paragraph 21, Lender shall acquire or soil the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds hald by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- Application of Payments. Unless applicable law provides otherwise, all payments received by Londor 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; Liene. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and tessehold payments or ground rents, if any. Borrower shall pay these obligations in the menner provided in paragraph 2, or if not paid in that menner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish 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 sen in a manner acceptable to Lender; (b) contests in good latth the Sen by, or defends against enforcement of the Sen in, legal proceedings which in the Lender's opinion operates to prevent the enforcement of the Sen; or (c) secures from the holder of the Item an agreement satisfactory to Lender subordinating the Sen to the Security Instrument. It Lender determines that any part of the Property is subject to a Sen which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the Sen. Borrower of the Security Instrument, and the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter eracted on the Property Insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floode or flooding, for which Lander requires insurance. This insurance shall be meintained in the arrounts and for the periode that Lander requires. The insurance carrier providing the insurance providing the insurance providing the insurance providing the insurance provided above, Lander may, at Lander's option, obtain coverage to protect Lander's rights in the Property in so-cordance with paragraph 7.

All insurance policies and removals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and remay als. 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.

Unises Lander and Borrower other rise arrise in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged, if the restoration or repair is some investigate and Lander's security is not issuered. If the restoration or repair is not economically feesible or Lander's security would be insurance proceeds shall be applied to the sume secured by this Security insurance, whether or not then due, with any economic pilet to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lander that the insurance cert in has offered to settle a claim, then Lander may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of to pay sums secured by this Security Instrument, whether or not then due. The 30-day parted will begin when the notice is given.

Unless Lander and Borrower otherwise agree in witter, ("hy application of proceeds to principal shall not extend or postporte the due of the monthly payments reterred to in paragraphs 1 and "or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lander to the extent of the surns excured by this Sucurity instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower chall occupy, establish, and use the Property as Borrower's principal resider or within stry days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal resider or of the less one year after the date of occupancy, unless Lander otherwise agrees in writing, which consent shall not be unreasonably within all or unless extenualing of curretances asket which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property below the Property to destrictate, or commit waste on the Property. Borrower shall be in default if any tortellure action or proceeding, who her civil or criminal, is begun that in Lender's good faith judgment could result in tortellure of the Property or otherwise materially impair and lien created by this Security Instrument or Lender's security inserest. Borrower may cure such a default determination, precludes for a paraph 18, by causing the action or proceeding to be desirable impairment of the Security Instrument or Lender's security instrument or the Security Instrument or the Borrower's Inserest in the Property or other material impairment of the Security Instrument or Lender's security into an application process, gave materially instrument or tax aments to Lender (or tailed to provide Lender with any material information) in connection with the loan evidenced 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 unit is lease to the marger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower talls to perform the covery. 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 bentruptcy, probate, for condomnation or forfeture or to enforce lews 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, ha fing any some secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' less and entries, on the Property to make repairs. Although Lander may take action under this paragraph 7, Lander does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the debursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Insurance coverage required by Lender legace or ceases to be in effect. Borrower shall pay the premiums required to maintain the mortgage insurance coverage required by Lender legace or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available. Borrower shall pay to Lender each 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 meanure in lisu of mortgage insurance. Loss receive 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 premiume required to meintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- Inspection. Lander or its agent may make reasonable entries upon and inspections of the Property. Lander shall give Borrower notice at the time of or prior to an impection specifying reasonable cause for the inspection.
- 16. 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 fleu of condemnation, are hereby assigned and shall be paid to Lander.

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In the event of a total taiding 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 partiel taiding of the Property in which the fair market value of the Property immediately before the taiding is equal to or greater then the amount of the sums secured by this Security Instrument branchistely before the taiding, unless Borrower and Lander 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 test amount of the same secured immediately before the taiding, divided by (b) the fair market value of the Property immediately before the taiding is less than the amount of the sums secured immediately before the taiding is less than the amount of the sums secured immediately before the taiding is less than the amount of the sums secured immediately before the taiding is less than the amount of the sums secured immediately before the taiding is less than the amount of the sums secured immediately before the taiding is less than the amount of the sums secured immediately before the taiding is less than the amount of the sums secured immediately before the taiding is less than the amount of the sums secured immediately before the taiding.

If the Property is abendoned by Borrower, or II, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower talls to respond to Lender within 30 days after the date the notice is given, Lender is suthorized 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 agree is writing, any application of proceeds to principal shall not eidend or postpone the due date of the monthly payments referred to in perspraphs 1 and 2 or change the amount of such payments.

- 11. Sorrower Not Released; Forbearance By Lander Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lander to any successor in Interest of Borrower shall not operate to release the Sability of the original Borrower or Borrower's successors in Interest. Lander shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any identify the original Borrower or Borrower's successors in Interest. Any forbearance by Lander in excepting any right or remady, and not be a walver of or practice the exercise of any right or remady.
- 12. Successor: 22 Assigns Bound; Joint and Several Liabitity; Co-eigners. The covenants and agreements of this Security Instrument shall bind and one at the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements et al. 30 joint and several. Any Borrower who co-eigns this Security Instrument but does not execute the Note: (a) is co-eigning this Security Instrument; and (c) agreed the terms of this Security Instrument; and (c) agreed that Lender and any other Borrower may agree to extend, it is sold the server accommodations with regard to the terms of this Security Instrument of the Security Instrument of this Security Instrument of the Security Instrument or the Moreover's contests.
- 13. Loss Charges. If the loan accurs 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 two charges collected or to be collected in connection with the loan exceed the permitted arrite, there: (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 Sorrower which exceeded permitted limits will be retunded to Sorrower. Lander may choose to make this retund by reducing the principal owed under the Note or by mil day, a direct payment to Borrower. If a retund reduces principal, the reduction will be treated as a partial prepayment without any prepayment of large under the Note.
- 14. Notices. Any notice to Borrower provided for it 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. "no notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender that 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 shall or 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 the 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 delicated to be severable.
 - 16, Borrower's Copy, Borrower shall be given one conformed copy of the Nr. a an I of 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 it a beneficial interest in Borrower is sold or transferred and Borrower is not (invited person) without Lender's prior written consent, Lander may, at its option, require immediate payment in full of all sums secured by tale security instrument. However, this option shall not be exercised by Lender it exercise is prohibited by federal law as of the date of this Security, manually.

If Lender exercises this option, Lender shall give Borrower notice of accaleration. 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 see used by this Security Instrument. If Borrower talls to pay these sums prior to the expiration of this period, Lender may invoke any remadles permitted by this Security Instrument without further notice or demand on Borrower,

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Sorrower 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) a sky of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander all sums which then would be due the folial forcing the Security Instrument and the Note as if no acceleration had occurred; (b) curse any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, researched estimated (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.

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 Borrower. A sale may result in a change 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 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.

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28, 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, lewruit or other action by any governmental or regulatory against 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 remediation of any Hazardous Substance affecting the Property is necessary, 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, tercesne, other flammable or toxic percision products, toxic pesticides and harbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental. al protection.

NON-UNIFORM COVENANTS, Sorrower and Lander further covenant and eares as follows:

NON-UNIFORM COVENANTS, Borrower and Lander 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 data, 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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a dr sus; or any other defense of Borrower to acceleration and sale. 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 Becurity instrument without further defense; and may invoke the power of sale and any other remediate parafitled by applicable law. Lender shall be extended to collect all architectured in pursuing the remediae provided in the paragraph 21, including, but not limited to, reasonable stroments' one and coats of title avidence.

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22. Release. Upon risymant of all without charge to Borrower. Borrows/ rhell pay a	sume secured by	y this Security Instrument, Len	der shall release this Security Instrument
23. Walvara. Bottower wrees all rights			
Instrument, the coverients and agreements of line agreements of this Security Instrument as it the rice	ch esch richer shall	. De incorporating into and ahali s	r and recorded together with this Security mand and supplement the covenants and
(Check applicable box(es)) Adjustable Rate Rider	Condo	minium Rider	1-4 Farrily Rider
Graduated Payment Rider	Paraed Unit Development Rider		Blwesky Payment Rider
Belloon Rider	☐ Re e In	romvernent Rider	Second Home Rider
VA Rider	<u></u>	i) [spucify]	
BY SIGNING BELOW, Borrower accepts rider(s) executed by Borrower and recorded with	and agrees to th	e 11 my and covenants contain	ed in this Security Instrument and in any
Witnesses:			
		ASDAN L LENGTON	-Borrower
		PATRICIA A. LENNON	(Seet) -Borrower
			(300)
			-Borrower
			-Bortower
STATE OF ILLINOIS COOK I, THE UNDERSIGNED THE ADAN I. LENNON AND PATRICIA A. LENN	on, Hus 8A		for said county and state do hereby certify
	• •		to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared signed and delivered the said instrument as. Shell	•	in person, and scknowledged t free and voluntary act, fo	• • • • • • • • • • • • • • • • • • • •
Given under my hand and official seel, this	9 25%	day of March, 1984	C. 1
My Commision Expires:		michela .	Harris

This instrument was prepared by: GALLAGHER FINANCIAL SYSTEMS, INC.

OFFICIAL SEAL" BRENDA & SPARKS Notary Public State of Illinois My Commission Expires 12/16/97

Form 3014 3/96 (page 4 of 4 pages) 94349735

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