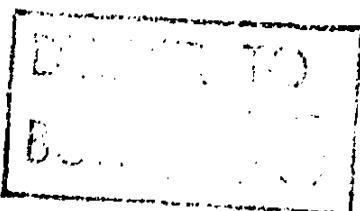


# UNOFFICIAL COPY

95504960



Prepared by:

MARY HARRIS  
800 BURR RIDGE PKWY  
BURR RIDGE IL 60521-6486

DEPT-01 RECORDING \$31.00  
F00012 TRAN 5043 08/01/95 13:39:00  
\$4879 4 JIM R-95-504960  
COOK COUNTY RECORDER

[101]  
7557971L

## MORTGAGE

5001049044

THIS MORTGAGE ("Security Instrument") is given on **JULY 25, 1995**. The mortgagor is

DARRYL L PEAKE AND MARY M PEAKE, HUSBAND AND WIFE

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

STANDARD FEDERAL BANK FOR SAVINGS

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

(Lender"). Borrower owes Lender the principal sum of **TWO HUNDRED SEVEN THOUSAND DOLLARS & NO CENTS**

Dollars (U.S. \$ 207,000.00 )

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **AUGUST 1, 2025**. 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 Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

**COOK** County, Illinois:

**LOTS 1, 2 AND 3 IN BLOCK 5 IN LA GRANGE, IN EAST 1/2 OF SOUTHWEST 1/4 AND PART OF NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**PIN # 18-04-322-014-0000 AND 18-04-322-015-0000**

**18 04-322-016 0000**

which has the address of

**300 S LA GRANGE RD**

**LA GRANGE**

[Street, City]

Illinois **60525**

ILLINOIS Single Family FNMA/FHLMC UNIFORM

Instrument **INSTRUMENT Form 3014 9/90**

Amended 5/91

VMP-2006(IL) (9502)

[Zip Code] ("Property Address")

**31.00**



# UNOFFICIAL COPY

Form 3014 9-90

THE BORROWER, JOHN WILSON, his heirs, executors, administrators, successors and assigns, and his wife, MARY WILSON, and their heirs, executors, administrators, successors and assigns, do hereby declare and acknowledge that they have read and understood the following terms and conditions of this Note and the accompanying Security Instrument and that they will abide by the same.

1. PAYMENT OF PRINCIPAL AND INTEREST. The Borrower shall pay to the Lender the principal amount of \$100,000.00 and interest thereon at the rate of 10% per annum, in monthly installments, commencing on the first day of January, 1991, and continuing monthly thereafter until the principal amount has been paid in full.

2. SECURITY. The Borrower hereby pledges to the Lender all of his right, title and interest in and to the real property described in the Deed of Trust, dated July 1, 1988, recorded in the office of the County Clerk of Franklin County, Ohio, in the amount of \$100,000.00.

3. TAXES AND ASSESSMENTS. The Borrower shall pay all taxes and assessments levied against the property described in the Deed of Trust, and shall keep the property in good repair and shall not commit waste or damage thereto.

4. INSURANCE. The Borrower shall maintain insurance on the property described in the Deed of Trust for the amount of \$100,000.00 and shall pay all premiums thereon.

5. MAINTENANCE. The Borrower shall make all necessary repairs and alterations to the property described in the Deed of Trust to keep it in good condition and shall not commit waste or damage thereto.

6. CONDEMNATION. If the property described in the Deed of Trust is taken by eminent domain, the Borrower shall receive the amount of the award and shall pay the Lender the amount of the award less the amount of any expenses incurred by the Borrower in connection therewith.

7. MISCELLANEOUS. The Borrower shall not commit waste or damage to the property described in the Deed of Trust, and shall not do anything which would interfere with the use of the property for its intended purpose.

8. GOVERNING LAW. This Note and the accompanying Security Instrument shall be governed by the laws of the State of Ohio.

9. ATTACHMENT. If any provision of this Note is held invalid or unenforceable, the parties hereto agree that the remaining provisions shall remain in full force and effect.

10. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

11. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

12. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

13. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

14. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

15. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

16. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

17. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

18. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

19. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

20. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

21. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

22. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

23. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

24. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

25. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

26. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

27. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

28. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

29. CHOICE OF LAW. The parties hereto agree that any action or proceeding arising out of or relating to this Note and the accompanying Security Instrument shall be brought in the state or federal courts of Franklin County, Ohio, and that the parties hereto consent to the jurisdiction of such courts.

# UNOFFICIAL COPY

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy 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" 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 shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described 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 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 restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under 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 Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the 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, 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 faith judgment 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, precludes 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 loan application process, gave materially false or inaccurate information or statements to Lender (or failed 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 on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or 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 reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do 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 payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**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 effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

95670560

# UNOFFICIAL COPY

Form 3014 9/90

Page 4 of 5

of the Lender shall be delivered to the Borrower for review by Lender. Any notice to Lender shall be given by first class mail to the first class mail address applicable law requires use of another method. The notice shall be directed to the Property Address.

**14. Notices.** Any notice of borrower provided for in this Security instrument shall be given by delivery to the Lender

or the Borrower or to another party designated by Note. Any notice to the Borrower shall be given by first class mail to the Lender. If a demand period is specified, the notice will be given by first class mail to the Borrower. Lender may choose to make this demand period as long as reasonably necessary for the Borrower to receive the notice. The period is measured from the time the Borrower receives notice of the demand, giving the Borrower sufficient time to cure the default. If any such loan charge shall be required by the amount necessary to reduce the charge below the permitted limits, then, to the extent of other loan charges collected so far to the collection in connection with the loan, it will be treated as though it had been paid off in full and a new loan charge set up. Lender may do this at any time, without notice or explanation.

**15. Lessor's Charges.** If the lessor secures by this Security instrument a right to the Note without the lessor's consent,

make any assignments with regard to the terms of this Security instrument to the Note without the lessor's agreement, or if the lessor transfers his security instrument, and (c) agrees that Lender and any other Borrower may agree to pay the sum's secured by this Security instrument under the terms of this Security instrument, that is not personally obligated to pay the sum's secured by this Security instrument, Lender and any other Borrower may agree to pay the sum's secured by this Security instrument, that is not personally obligated to pay the sum's secured by this Security instrument, and (d) signs this Security instrument. The Lender and any other Borrower shall be bound and subject to the provisions of this Security instrument. The Borrower's covenants and agreements and successors and assigns of Lender and third parties subject to the provisions of this Security instrument shall bind and subject the successors and assigns of Lender and third parties to the provisions of this Security instrument. The Borrower's successors and assigns shall be bound and subject to the provisions of this Security instrument. The Borrower's successors and assigns shall be bound and subject to the provisions of this Security instrument. The Borrower's successors and assigns shall be bound and subject to the provisions of this Security instrument.

**16. Successors and Assigns Bound Joint and Several Liability; Possessory. The successors and agreements of this**

Security instrument shall be binding and subject to the provisions of this Security instrument. Any obligation by Lender to exercise any right or remedy against the Borrower or any other Borrower in respect of the note or to foreclose the Security instrument shall not be a waiver of or prejudice the rights of Lender. Any obligation by Lender to exercise any right or remedy against the Borrower or any other Borrower in respect of the note or to foreclose the Security instrument shall not be a waiver of or prejudice the rights of Lender. Any obligation by Lender to exercise any right or remedy against the Borrower or any other Borrower in respect of the note or to foreclose the Security instrument shall not be a waiver of or prejudice the rights of Lender. Any obligation by Lender to exercise any right or remedy against the Borrower or any other Borrower in respect of the note or to foreclose the Security instrument shall not be a waiver of or prejudice the rights of Lender. Any obligation by Lender to exercise any right or remedy against the Borrower or any other Borrower in respect of the note or to foreclose the Security instrument shall not be a waiver of or prejudice the rights of Lender. Any obligation by Lender to exercise any right or remedy against the Borrower or any other Borrower in respect of the note or to foreclose the Security instrument shall not be a waiver of or prejudice the rights of Lender.

**17. Borrower Not Released; Interference By Lender Not; Waiver; Lender's Action of the Note for Payment of such Payments.** Lender and Borrower otherwise agree the amount of such payments 1 and 2 or otherwise the amount of such payments in accordance with any application of proceeds of principal still not extend to

successors of Lender. Any application by Lender in exercising any right or remedy shall not be a waiver of or prejudice the rights of Lender. Any application by Lender in exercising any right or remedy shall not be a waiver of or prejudice the rights of Lender. Any application by Lender in exercising any right or remedy shall not be a waiver of or prejudice the rights of Lender. Any application by Lender in exercising any right or remedy shall not be a waiver of or prejudice the rights of Lender.

**18. Property Is abandoned by Borrower before or after the date the note is given.** If the Property is abandoned by Borrower before or after the date the note is given, Lender and Borrower agrees that the note is given in consideration of the sum's secured by this Security instrument whether or not the sum's are applied to the note.

**19. Lender Is Substituted for Borrower before or after the date the note is given.** If the Property is abandoned by Borrower before or after the date the note is given, Lender and Borrower agrees that the note is given in consideration of the sum's secured by this Security instrument whether or not the sum's are applied to the note.

**20. Property Is abandoned by Borrower before or after the date the note is given.** If the Property is abandoned by Borrower before or after the date the note is given, Lender and Borrower agrees that the note is given in consideration of the sum's secured by this Security instrument whether or not the sum's are applied to the note.

**21. Property Is abandoned by Borrower before or after the date the note is given.** If the Property is abandoned by Borrower before or after the date the note is given, Lender and Borrower agrees that the note is given in consideration of the sum's secured by this Security instrument whether or not the sum's are applied to the note.

**22. Property Is abandoned by Borrower before or after the date the note is given.** If the Property is abandoned by Borrower before or after the date the note is given, Lender and Borrower agrees that the note is given in consideration of the sum's secured by this Security instrument whether or not the sum's are applied to the note.

**23. Property Is abandoned by Borrower before or after the date the note is given.** If the Property is abandoned by Borrower before or after the date the note is given, Lender and Borrower agrees that the note is given in consideration of the sum's secured by this Security instrument whether or not the sum's are applied to the note.

**24. Lender Is Substituted for Borrower before or after the date the note is given.** If the Property is abandoned by Borrower before or after the date the note is given, Lender and Borrower agrees that the note is given in consideration of the sum's secured by this Security instrument whether or not the sum's are applied to the note.

**25. Lender Is Substituted for Borrower before or after the date the note is given.** If the Property is abandoned by Borrower before or after the date the note is given, Lender and Borrower agrees that the note is given in consideration of the sum's secured by this Security instrument whether or not the sum's are applied to the note.

**26. Lender Is Substituted for Borrower before or after the date the note is given.** If the Property is abandoned by Borrower before or after the date the note is given, Lender and Borrower agrees that the note is given in consideration of the sum's secured by this Security instrument whether or not the sum's are applied to the note.

**27. Lender Is Substituted for Borrower before or after the date the note is given.** If the Property is abandoned by Borrower before or after the date the note is given, Lender and Borrower agrees that the note is given in consideration of the sum's secured by this Security instrument whether or not the sum's are applied to the note.

# UNOFFICIAL COPY

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 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.** Borrower shall be given one conformed copy of the Note and 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 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 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 remedy 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 or 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 under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note (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.

**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 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, kerosene, other flammable or toxic 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.

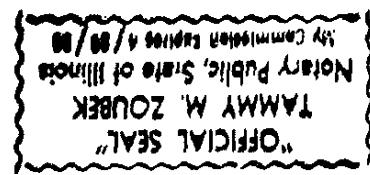
## NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

95704960

# UNOFFICIAL COPY

Form 3014 9/90



NY Commissioned Lawyer

dated and delivered the said instrument as **FACT** these and Testimony as to the uses and purposes herein set forth  
and to the foregoing instrument, appeared before me this day of **July**, **1995** **25th** day of **July**, **1995** **25th** day of **July**, **1995**  
personalty known to me to be the same persons whose names

DARREL L PEAKE AND MARY M PEAKE, HUSBAND AND WIFE  
and **Notary Public in and for said County and State do hereby certify**  
County of **Cook** (Seal)

STATE OF ILLINOIS, The undersigned

Borrower  
(Seal)

Holder  
(Seal)

MARY M PEAKE  
(Seal)

DARREL L PEAKE  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
in this instrument executed by Borrower and recorded with the appropriate authority.

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the agreements and arrangements of each such rider shall be incorporated into and shall amend and supplement  
the provisions and requirements of this Security Instrument as if the riders were a part of this Security Instrument.  
These applicable boxes:

- Admissible Rider
- Conditional Rider
- Planned or Developed Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Other [Specify]

25. Waiver of Foreclosure, Borrower waives all right of foreclosure except as in the Property.  
Without notice to Borrower, Borrower shall pay any recording costs.

26. Release, if full payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
but not limited to, reasonable attorney's fees and costs of title evidence.

27. liquidating, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
before the date specified in the notice. Lender, at his option, may require immediate payment in full of all sums  
non-existent or a default of any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on  
liquidation, Borrower, at the right to remit after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further  
serve to cure the deficiency to before the date specified in the notice may result in acceleration of the sums  
(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  
applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;