

# UNOFFICIAL COPY

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

95509880  
95509879

LOAN # 7352778

- DEPT-01 RECORDING \$31.00
- T40001 TRAN 9115 08/03/95 09:44:00
- \$2091 + CG \*-95-509880
- COOK COUNTY RECORDER

BOX 169

DC-Ref# 95224698

REI# 773-121

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

July 26th, 1995

The mortgagor is

RAYMOND D. ALM and  
MARY E. ALM, HUSBAND AND WIFE, IN JOINT TENANCY

("Borrower"). This Security Instrument is given to  
MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 1901 S. MEYERS RD. SUITE 300  
OAKBROOK TERRACE, IL. 60181

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

ONE HUNDRED TWENTY ONE THOUSAND & 00/100

Dollars (U.S. \$ 121,000.00 ).

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 TAX ID #: 09-19-415-031 VOL. 090 COOK County, Illinois:  
LOT 2 IN HERZOG'S FOURTH ADDITION TO DESPLAINES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 2, 1954 AS DOCUMENT NUMBER 1533085.

which has the address of 1512 S. FOURTH AVE. DES PLAINES [Street, City],  
Illinois 60018 [Zip Code] ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/91  
^ 6R(IL) (9405) Amended 5/91  
VTP MORTGAGE FORMS - (800)321-7391

Box 169



3100DR

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6R(1) (a)(1) (c)(2)

Form 344 9/90

of the actions set forth above within 10 days of the giving of notice.

Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to determine, if Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, if (a) Secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to enforcement of the lien; or (c) Secures from the holder of the lien the Lender's opinion operate to prevent the by, or demands against the lien in, legal proceedings which in the Lender's opinion affect the lien to prevent the uniting to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) Concesses in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on due directly to the which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay these 4. Charges; Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under this Note.

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 due under the Note; second, to amounts payable under paragraph 2; Security Instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of 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 items when due, Lender may so notify Borrower, in writing, and, in such case Borrower shall pay if the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for annual accounting of the Funds, showing credits and debits to the Bank's and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months to pay the Escrow items when due, Lender may so notify Borrower, in writing, and, in such case Borrower shall pay 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 be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid to the Funds. Lender shall give to Borrower, without charge, an account in connection with this loan, unless applicable otherwise, unless an independent real estate tax reporting service used by Lender, Lender may require Borrower to pay a one-time charge for an independent real estate tax charge used by Borrower, Lender may not charge Borrower for holding the Funds, and applying the escrow account, or verifying the escrow items, unless Lender is such an institution or a Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender, if Lender is such an entity (including Lender on the date of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise, the amount may exceed the lesser amount. Lender may amend from time to time, 12 U.S.C. Section 2601 et seq. ("RSPA"), unless another law applies to the Funds sets a lesser amount. If so, Lender may require Borrower to exceed the Federal Reserve Settlement Procedures Act of 1974 as provided for in any time, at any time, collects and holds Funds in an amount not to exceed the lesser amount. Lender may amend from time to time, at any time, to any sums payable by Borrower to Lender, in accordance with the maximum amount, or any sum payable by Borrower to Lender, in the event of a mortgage insurance premiums. These items are called "Escrow items," and assessments which may affect this Security Instrument as a lien on the Property; (d) yearly flood insurance premiums, if any; (e) yearly fire, wage insurance premiums, if any; (f) yearly hazard or property insurance premiums; (g) yearly flood insurance premiums, if any; (h) monthly property taxes and any other taxes due under this Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under this Note, until the date of this Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly leasehold payments and assessments by Lender on the date of this Note and any prepayment and late charges due under the Note.

principal of and interest on the debt evidenced by this Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVRENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform security instrument covering real property.

variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVRENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower waives and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacements and additions shall also be covered by this Security Instrument, and all easements, appurteuances, and fixtures now or hereafter a part of the property.

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**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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent 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 reserve in lieu of mortgage insurance. Loss reserve

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7/12/77/VA

Form 304 9/90  
Borrower's Note  
MA 7/12/77/VA

Page 6 of 6

Form 304 9/90  
Borrower's Note  
MA 7/12/77/VA

be severable.

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 of this Security Instrument or the Note are declared to be conflictive without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be conflictive.

16. Notices. Any notice to Borrower or Lender will be given as provided in this paragraph.

17. Borrower agrees to pay reasonable attorney's fees to Lender for collection of any amount due under this Note if Borrower fails to pay when due. Any notice to Borrower, Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

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 provides by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

under the Note.

18. Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to

any sums already collected from Borrower which exceeded limits will be refunded to Borrower.

permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the loan

and that law is finally interpreted so that the interest or other loan charges collected or to be collected at a maximum loan charges,

19. Loan Charges. In the loan secured by this Security Instrument is subject to a law, which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note without Lender's consent.

Borrower's interest in the Property under the terms of this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, together or

secured by this Security Instrument; and (d) agrees that Lender and any other Borrower may agree to pay the sums

Borrower's successor in the Note; (a) co-signing this Security Instrument only to mortgage, grant and convey this

Instrument but does not execute the Note; (b) co-signing this Security Instrument only to mortgage, grant and convey this

Property. Borrower's successors shall be joint and several. Any Borrower who co-signs this Security

paragraph 17. Borrower's successors and assigns of the Note and several. Any Borrower, subject to the provisions of

Security. Instruments shall bind and benefit the successors and assigns of Lender and several. The covanants and agreements of this

12. Successors and Assigees Bound; Joint and Several Liability; Covenants and Agreements. The covenants and agreements of this

right or remedy.

13. Borrower Not Released; Forfeiture By Lender Note & Waiver. Extension of the time for payment of modification

the due date of the monthly payments otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone

Unless Lender and Borrower otherwise agree in writing, any amount of such payments,

by this Security Instrument, whether or not due.

is authorized to collect and apply the proceeds, at its option, either to restoration of repair of the sums secured

award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the note is given, Lender

if the Property is abandoned by Borrower, or if, after notice to Lender to any successor in interest of Borrower shall

sums secured by this Security Instrument whether or not the sums are then due.

Borrower and Lender agree in writing or unless otherwise provides, the proceeds shall be applied to the

Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the

taking. Any balance, shall be paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the

sums secured immediately before the taking, unless Borrower and Lender agree in writing, the sums secured by this

Instrument shall be reduced by the taking, unless Borrower and Lender agree in writing of the amounts secured by this Security

value of the Property immediately before the taking, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market

wether 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 note taken of the total taking of the Property, the proceeds shall be applied to the sums secured by this Security

Instrument shall be paid to Lender.

14. Condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

Borrower's notice at the time of or prior to an inspection specifying reasons; cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

payments required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

lender requirements provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the

period of time required for the insurance coverage (in the amount and for the period

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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 remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration 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.

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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Form 304 9/90

RECORD AND RETURN TO: MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MARYRS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

✓ 6RDL (904) N/A 6-96 Form 304 9/90

This instrument was prepared by: DENNIFER FORTNER

MY COMMISSION EXPRES 4/6/98  
NOTARIAL DANNER  
My Commission Expires 4/6/98  
STATE OF ILLINOIS

Notary Public

*Deed of Sale*

Giving under my hand and Affidavit this day of July 1995.

I, *Mary B. ALM*, subscriber to the foregoing instrument, appear before me this day in person, and acknowledged that the signature and date thereon is my free and voluntary act, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the person(s) whose name(s) is/are printed and acknowledged this instrument as *Mary B. ALM*, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the person(s) whose name(s) is/are printed and acknowledged this instrument as *Mary B. ALM*, for the uses and purposes herein set forth.

1. *Mary B. ALM, Husband wife*  
, a Notary Public in and for said county and state to hereby certify that

County ss:

STATE OF ILLINOIS.

Borrower

(Seal)

MARY B. (ALM)  
(Seal)

(Seal)

MARY B. (ALM)  
(Seal)

(Seal)

MARY B. (ALM)  
(Seal)

(Seal)

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

Witnesses:

- (Check applicable box(es))
- 1-4 Family Rider
  - Grandparent Rider
  - Grandparent Payment Rider
  - Planned Unit Development Rider
  - Race Improvement Rider
  - Second Home Rider
  - Other(s) [Specify]
  - V.A. Rider
  - Balloon Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument shall be incorporated into and shall supersede all supplemental documents and agreements and agreements and agreements of each such rider shall be incorporated into and shall supersede all supplemental documents and agreements of this Security Instrument.

23. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

Without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument