Prepared by: Deborah J. Kramer, Esq. Heinrich & Kramer, P.C. 205 West Randolph, Suite 1750

DEPT-01 RECORDING

\$25.00

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T#0012 TRAN 5656 08/04/95 16:00:00

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COOK COUNTY RECORDER

95516793

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Chicago, IL 00506

WARRANTY DEED

THE GRANTOR, WILLIAM L. KORSTAD and MERILYN L. KORSTAD, his wife, whose address is 2946 Kalmia Augura, #400, Boulder, Colorado 80301, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, and other good and valuable consideration, CONVEYS and WARRANTS to TODD JACKSON and MICHELLEWACKSON, his wife, who reside at 1130 South Michigan Avenue, #2010, Chicago Heights, Illinois 60605, not in Tenancy in Common, not in Joint Tenancy, but in Tenancy by the Entirety, the following described Real Estate situated in the County of Cook, in the State of Illinois to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HCLD said premises not in Tenancy in Common, not in Joint Tenancy, but in Tenancy by the Entirety tenancy.

DATED Win 2001 day of July, 1995.

WILLIAM LIKORSTAD MERILIN LIKORSTAD

KIT-M: 14-3'S-307-0041-1513

STATE OF COLORADO 1 7800 01:14 mc Strue

STATE OF COLORADO 1 2800 N. Lahre Store

COUNTY OF BOULDER

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that WILLIAM L. KORSTAD and MERILYN L. KORSTAD, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and activered the said instrument as their free and voluntary act, for the uses and purposes therein set form

GIVEN under my hand and Notarial Seal this 20% day of July A.D. 1995.

Mornly Public

My Commission Expires: (1-1747

MAIL TO: MICHAGE SAMURES 720 05 TERMAN AVE DECRETALD, 16 60015 SEND SUBSEQUENT TAX BILLS TO:

TERN TACKSPAL & MICHELLE TACKSPAL 280- N. LANG SIPLE DA. N. 33"? PHICAGO IS GOLDS

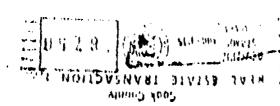
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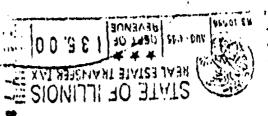
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Property of Cook County Clerk's Office





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EXHIBIT "A"

Legal Description

UNIT NO. 3307 IN THE 2800 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

THE SOUTH 60 FEET (EXCEPT THE WEST 400 FEET THEREOF) OF LOT 6 AND LOT 7 (EXCEPT THE WEST 400 FEET THEREOF) IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PREMISES BEING OTHERWISE DESCRIBED AS FOLLOWS:

BEGINNING AT A FOINT IN THE SOUTH LINE OF SAID LOT 7 400 FEET EAST OF THE WEST LINE THEREOF ISAID VIEST LINE BEING COINCIDENT WITH THE WEST LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 28 AFORESAID) THENCE NORTH PARALLEL WITH THE WEST LINE OF LOTS 6 AND 7 AFORESAID 199.3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 7 TO THE DIVIDING OR BOUNDARY LINE BETWEEN THE LANDS OF LINCOLN PARK COMMISSIONERS AND THE LANDS OF SHORE OWNERS AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED OCTOBER 31, 1904 IN CASE NO. 256886 ENTITLED 'AUGUSTA LEHMANN, AND OTHERS AGAINST LINCOLN PARK COMMISSIONERS' RUNNING THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE TO THE SOUTH LINE OF SAID LOT 7 AND RUNNING THENCE WEST ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING; WHICH SURVEY IS ATTACHED TO DECLAPATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 2800 LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1978 AND KNOWN AS TRUST NUMBER 45204, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ULINOIS, AS DOCUMENT LR3096368 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACES COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

SUBJECT TO: Covenients, conditions and restrictions of record; Public and utility easements ensured: Terms, provisions, covenants and conditions of the Condominium Decistation registered as Document LR3096368 and all amendments thereto; Existing leases and tenanciar (except in the Unit conveyed hereby); Condominium Assessments from and after the date hereof; General taxes for the year 1994 (2nd installment only) and subsequent years; Agreement made by the commissioners of Lincoln Park dated January 26, 1927 and registered on December 27, 1934 as Document LR659364; Rights of the Public, State of Illinois and the Municipality in and to that part of the land taken and used for West Diversey Parkway; and acts by or through the Grantee.

DEPT-01 RECORDING

\$37.00

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COOK COUNTY RECORDER

95516794

DEPT-10 PENALTY

\$34.00

- (Space Above This Line For Recording Data)

MORTGAGE

MORT

July 25, 1995

The mortgagor is

TODD JACKSON and MICHELLE S. JACKSON, HUSBAND JAND WIFE

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

Cole Taylor Bank

the State of ILLINOIS which is organized and existing under the laws of 5501 West 79th Street, Burbank, Illinois 60459

, and whose address is

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

ONE HUNDRED THOUSAND AND CO 100

100,000.00 Dollars (U.S. \$). This dec; is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly paymons, with the full debt, if not paid earlier, due and payable on h interest, and all renowais, ...
ad under paragraph 7 to protect the second ingreements under this Security Instrument and uncertainty to Lender the following described property located in SEE ATTACHED RIDER: PERMANENT INDEX NUMBER: 14-28-207-004-1513 August 1, 2000 . 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 the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Native For this purpose, Borrower does hereby mortgage,

grant and convey to Lender the following described property located in

County, Illinois:

which has the address of

2800 N. LAKE SHORE DR. #3307

CHICAGO

[City]

Illinois

60657

("Property Address");

[Zip Code]

11.1.1N(OIS ... Single Family ... Famile Man/Freshile Mac UNIFORM INSTRUMENT

Stroet

ILMORT

BOX 333-CTI

LOAN NUMBER 0290014740 Ferm 3014-9/90 (page) of 6 pages)

Grant Laban Business Larmy Los To Order Call 1-800-830-8393 () FAX 818-781-1131

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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 warrants 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 covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. 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 wniver 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 ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or growing rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,), any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow feetis," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federalty related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Art of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the runds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Escrow Items or otherwise in accordance with applicable law.

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 escrow account, or verifying the Escrow Items, unless 1.50% pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender 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 Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Jourds are pledged as additional security for all sums secured by this Security Instrument.

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 Biscrow Rems when due, Lender 1953 so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's solo discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, sender prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to an ounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish 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.

Horrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien in agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Horrower 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 herentter crected on the Property insured against loss by fire, linzards 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

ITEM 14/6LP (0202)

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 chaise. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of pand 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 Horrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically fensible and Lender's security is not lessened. If the restoration or repair is not economically fensible 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 once 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 prive 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 Distrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of accupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless exterioraing 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. Horrower 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 o'betwise materially impair the lien created by this Security Instrument or Lender 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 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 Borro ver, during the loan application process, gave materially talse 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 representatious concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a residend, Borrower shall comply with all the provisions of the lease. If Horrower acquires lee title to the Property, the lease of a 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 an 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 forcione 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 practicy 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 be paragraphed, 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 insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sam 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

any condemnation or other taking of any part of the Property, or for convoyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to florrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sams secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sams secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the tair market value of the Property immediately before the taking is less than the amount of the sams secured unmediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sams secured by this Security Instrument whether or not the sams are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date to the mount of such payments referred to in paragraphs 1 and 2 or change the amount of such payments.

1). Borrower Not Released: Porbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate verificate the liability of the original Borrower or Borrower's successors in interest. Lender 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 sems secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements deall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-sign up this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that

Borrower's consent.

13. Lann Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address saided herein or any other address Lender designates by notice to Portower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender what given as provided

in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and are 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. Horrower'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 mutual 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 and 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. It 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. Burrower'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

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applicable law may specify for reinstanement) 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 sams 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 tien 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 Lonn 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 paingraph 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 are other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, uso, 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 vious 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 had retained of the Property.

Borrower shall promptly give cander written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agash y or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knewledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation 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 aspestos or formaldebyde, 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 System covenant and agree as follows:

- 21. Acceleration; Itemedies, Lender shall give notice to Corrower 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 (c) the default; (b) the action required to care 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 cared; and (d) that failure to care 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 defects of Borrower to acceleration and foreclosure. If the default is not cared on or before the date specified in the notice, tender 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 parsuing the remedies provided in this paragraph 21, including, but not limited to, reas mable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. Horrower waives all right of homestead exemption in the Property.

UNOFFICIAL COPY White Instrument. If one or more riders are executed by Borrower and record

24. Riders to this Security Instrument.						
this Security Instrument, the covenants and agreements of	this Security	m such ruier sii Instrument as	in be meorp if the rider(:	smack mu 8) were a	nart of this Sec	i ano arity
Instrument. [Check applicable box(es)]	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			.,	,,,,,,	,
Adjustable Rate Rider	X Condomit	Condominium Rider			Family Rider	
Graduated Payment Rider	Planned Unit Development Rider			His	weekly Payment l	kıder
Bulloon Rider	Rate Impr	ovement Rider		Sec	cand Home Rider	
Other(s) [specify]						
BY SIGNIN! (bELOW, Borrower accepts a Security Instrument and in any rider(s) executed				ined in pag	es I through 6 of	(this
Witness:		Witness:				
Without.		TV MISOLAN		۸ ,		
Todd Jackson Todd Jackson	(Seal)	Mich	JUS S. JACKSO	del		Scal)
			i,	,)		
gi pain papandanyallahangi iniya kala ilip kala Arapindayi yandi kisa tenda birandaying gi kandaga balan basan	(Scal)					Scal)
	1					
		0,				
STATE OF ILLINOIS,		Co	unty 88:	COOK		
1. WARY M CUMMING H	144	Luci	Notary Public	in and for	said county and	vinte,
do hereby certify that TODD JACKSON	and MICHEL	LE 8. JACK	esu Husb	and Jan	NIFE	
, persons	ally known to i	ne to be the sun	ie persoa(s) v	chose name	i(z)	
subscribed to the foregoing instrument, appeared	before me this	day in person,	and acknowle	Lycal that	THEY S	igned
and delivered the said instrument us	THEIR	free and votu	nury act, for	the uses or.	a jarposes therein	n set
forth.	r				Co	
Given under my hand and official seal, this	25TH	day of	July	1995	3	
My Commission Cause FICTAL SISAL" Mary M. Cunningham Nomey Public. State of Illinois & My Commission Expires 9/21/97 Suppose programme of the commission	M	ang A	Cum	nich-	LOLIZ NUMBERY H	- Intelis
This instrument was prepared by (Name) Cathy Lynch						
Cole Taylor Bank (Address) 5501 West 79th St:	reet					

ILMORT

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Burbank, Illinois 60459

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