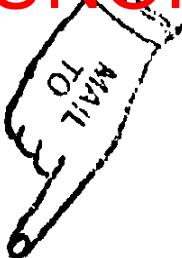


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RECORD AND RETURN TO:

NORWEST MORTGAGE, INC.
800 MARQUETTE AVENUE S
MINNEAPOLIS, MINNESOTA 55402

TICOR TITLE INSURANCE



3174086

- DEPT-01 RECORDING \$31.50
- T#0001 TRAN 9189 08/08/95 11:38:00
- #3070 + CG *-95-520498
- COOK COUNTY RECORDER

Prepared by:
CHRISTINE M. SMITH
EVANSTON, IL 60201

3174086

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 31, 1995
MARK A. STEEGE
AND CATHERINE L. STEEGE, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to
CDK MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 2902 CENTRAL STREET
EVANSTON, ILLINOIS 60201 ("Lender"). Borrower owes Lender the principal sum of
FIVE HUNDRED EIGHTY FOUR THOUSAND AND 00/100

Dollars (U.S. \$ 584,000.00).

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:
LOT 7 IN LINCOLNWOOD SUBDIVISION OF ALL THAT PART OF THE NORTHEAST 1/4
OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF COLFAX STREET AND EAST OF
THE CENTER LINE OF EWING AVENUE, IN COOK COUNTY, ILLINOIS.

10-11-207-016

which has the address of 2615 LINCOLN STREET, EVANSTON (Street, City),
Illinois 60201 (Zip Code) ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
VMP -6R(IL) 19408 Amended 5/91

VMP MORTGAGE FORMS - 1800/521-7291
Page 1 of 6 Initials: *MB CJS*

DPS 1089

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Form 3014 9/90
DPS 1090

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If Borrower makes late payments directly, Borrower shall promptly furnish to Lender evidence of payment over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over encumbrances of the lien, or (c) secures from the holder of the lien an acceptable satisfaction to Lender's option to prevent the sale, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (d) commutes in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in

4. **Charges.** Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

which may attain priority over this Security Instrument, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

this Security Instrument.

6. **Liens held by Lender.** Lender shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by

Funds held by Lender; if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by

Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

welcome monthly payments, at Lender's sole discretion.

If the Funds held by Lender to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case 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 the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

for the Funds held by Lender in connection with this loan, unless applicable law provides otherwise. Lender shall agree to make up the deficiency in no more than

defect in the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Borrower and Lender may agree in writing, however, that interest shall not be required to pay 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

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

unless Lender in connection with this loan, unless applicable law provides otherwise. Lender shall agree to make up the deficiency in no more than

a charge. However, Lender may require Borrower to pay a one time charge for an independent real estate tax reporting service

everytime the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or

including Lender, if Lender is such an institution, or in any Federal Home Loan Bank. Lender shall apply the Escrow items to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items of otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RISPA"), unless another law applies to the Funds

related mortgage loan and, require for Borrower's account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

lender may, at any time, collect and hold Funds in an amount of mortgage insurance premiums. These items are called "Escrow items."

If the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, Borrower to Lender, in accordance with

any (e) early mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

any (c) early hazard or property insurance premiums; (d) early flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lien on the Property; (h) early leasehold premiums,

and assessments which may attain priority over the Note, until the Note is paid in full, a sum ("Funds") for (a) early taxes

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a written waiver by Lender, Borrower shall pay to

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the 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

1. **IFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS 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 warrants

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

fixtures now or hereafter erected on the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteanances, and

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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

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Page A of B

Line 6B(1)(j) (a)(iii)

If by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it at his mailing address to Borrower or to his attorney in fact if he has appointed one; or if he has appointed an attorney in fact, to such attorney in fact at his address; or if he has appointed more than one attorney in fact, to either attorney in fact or to them jointly and severally; or if he has appointed no attorney in fact, to his place of business or residence or to his home address; or if he has not designated any address, to his last known address. Any notice to Borrower under this Note or any other instrument given to him by Borrower shall be given by delivering it at his address as set forth above or at such other address as he may designate in writing or by giving him ten days written notice of such change of address.

15. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, or if the terms of this Security Instrument make any accommodation with regard to the terms of this Security Instrument or the Note without his consent, Borrower, Lender may choose to make this refund by reducing the principal owed under this Note or by making a charge to Borrower. Lender may refund any sums already collected from Borrower which exceed permitted limits will be refunded to Lender in the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to a level which does not exceed the permitted limit, when (c) any such loan charge is collected or to be collected in connection with the loan which is finally implemented so that the interest of either loan charges collected or to a law which sets maximum loan charges.

16. Successors and Assigns; 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 of Lender and Borrower, who co-signs this Security Instrument but does not execute the Note; (d) is co-signing this Security Instrument only to most pay, great and convey this Security Instrument to any joint and several liability of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's interest in the Property under the terms of this Security Instrument may agree to pay the sums Borrower's interest in this Security Instrument; and (e) any other note or memorandum of this Security Instrument may be made without his consent.

17. Borrower Not Released; Forgiveness of Note; Waiver; Extension of Time for Payment or Modification of Amortization of the Lender by This Security Instrument Granted to Any Successor in Interest; Lender shall not be required to reimburse the liability of the original Borrower or Borrower's successors in interest; Lender shall not be required to make any payment to Lender in excess of the amount of the note or memorandum of this Security Instrument or to Lender or to any other person in interest.

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

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

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

21. Borrower Not Released; Forgiveness of Note; Waiver; Extension of Time for Payment or Modification of Amortization of the Lender by This Security Instrument Granted to Any Successor in Interest; Lender shall not be required to reimburse the liability of the original Borrower or Borrower's successors in interest; Lender shall not be required to make any payment to Lender or to any other person in interest.

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

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

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

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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 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

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Page No. 6

GRILL

ILLINOIS

My Commission Expires: **1995**

NOTARY PUBLIC, STATE OF ILLINOIS, Public
JULIE A. BAKER

MY COMMISSION EXPIRES 9/28/98

Given under my hand and seal this day of **Dec 20**, 1995
signed and delivered the said instrument as **THEIR** 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 **They**
, personally known to me to be the same person(s) whose name(s)

I, MARK A. STEEGE AND CATHERINE L. STEEGE, HUSBAND AND WIFE
L. STEEGE, CATHERINE L. STEEGE, a Notary Public in and for said county and state do hereby certify
that MARK A. STEEGE AND CATHERINE L. STEEGE, HUSBAND AND WIFE
of County ss:

Borrower (Seal) Borrower (Seal)
Borrower (Seal) Borrower (Seal)

CATHERINE L. STEEGE
MARK A. STEEGE
Borrower (Seal) Borrower (Seal)
Borrower (Seal) Borrower (Seal)

Witnesses:
IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH THE
BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND

24. RIDERS TO THIS SECURITY INSTRUMENT. IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY INSTRUMENT, AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY INSTRUMENT.
- (Check applicable boxes.)
- | | |
|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> condominium Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> graduated Payment Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> planned Unit Development Rider | <input type="checkbox"/> Biweekly Impovement Rider |
| <input type="checkbox"/> (Others) [Specify] | <input type="checkbox"/> Other |

25. WAIVER OF HOMESTEAD. BORROWER WAIVES ALL RIGHT OF HOMESTEAD EXEMPTION IN THE PROPERTY.

26. 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.

27. INCLUIDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

28. PROCEEDING. 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 FORCLOSE THIS SECURITY INSTRUMENT IN FULL OR ALL SUMS SECURED BY THIS SECURITY INSTRUMENT, WHETHER OR NOT THE NOTICE, LENDER, AT HIS OPTION, MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THE DATE SPECIFIED IN THE NOTICE. LENDER, AT HIS OPTION, MAY REASSUME THE SECURITY INSTRUMENT IN FULL OR ANY OTHER DEFECTIVE OR NON-EXISTENCE OF BORROWER TO ACCELERATE AND FORCLOSE. IF THE DEFALUT IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER SHALL HAVE THE RIGHT TO ASSESS IN THE FORECLOSURE PROCEEDINGS THE INFORM BORROWER OF THE RIGHT TO REMANATE AFTER ACCELERATION AND THE RIGHT TO ASSESS IN THE FORECLOSURE PROCEEDINGS THE SECURITY BY THIS SECURITY INSTRUMENT, FORCLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER SECURE THE SECURITY INSTRUMENT, FORCLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY, BY WHICH THE DEFALUT MUST BE CURED; AND THAT FAILURE TO CURE THE DEFALUT ON OR BEFORE THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFALUT MUST BE CURED; AND

- (c) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFALUT MUST BE CURED; AND
- (d) THE FAILURE TO CURE THE DEFALUT OR REFUSE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, FORCLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER SECURE THE SECURITY INSTRUMENT, FORCLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY, BY WHICH THE DEFALUT MUST BE CURED; AND
- APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (a) THE DEFALUT; (b) THE ACTION REQUIRED TO CURE THE DEFALUT;