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95816675

Permanent Index Number: 1501201018

Prepared by:
Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75280-9068

95 NOV 22 AM 11:30

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

RECORDING 31.00
MAIL 0.50
95816675

Loan No: 0851400
Borrower: FRANK KEVIL

[Space Above This Line For Recording Data]

Data ID: 944

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 1st day of November, 1995.
The mortgagor is FRANK KEVIL AND COLLEEN KEVIL, HIS WIFE

This Security Instrument is given to MORTGAGE RESOURCE GROUP, INC., A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 7544 W. NORTH AVENUE, ELMWOOD PARK, ILLINOIS 60635

(("Borrower").
Borrower owes Lender the principal sum of ONE HUNDRED NINETY-TWO THOUSAND and NO/100----Dollars (U.S. \$ 192,000.00). 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 December 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 6 IN BLOCK 3 IN G.C. BRAESES SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 1526 MONROE AVENUE,

Illinois

60305
(Zip Code)

(Street)

95816675

RIVER FOREST,
(City)

("Property Address");

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Borrower shall satisfy the loan or take one of more of the actions set forth above within 10 days of the filing of notice; to a lessor which may attain priority over this security instrument; Lender may give Borrower a notice indicating the intent to prevent the enforcement of the loan or (c) sources from the holder of the loan as attorney for the property or subject to a receiver under this security instrument. If Lender determines that any part of the property is subject to operate to prevent the enforcement of the loan or (c) sources from the holder of the loan as attorney for the property or subject to a receiver under this security instrument.

Good faith which may be given by, or defers a particular enforcement of the loan in legal proceedings which in the Lender's opinion agrees in writing to the payment of the obligation secured by the loan in a manner acceptable to Lender; (d) continues in effect until the property owner has paid all amounts due under this security instrument unless Borrower: (a)

to be paid under this paragraph if Borrower makes these payments directly, Borrower shall promptly furnish to Lender an itemized pay statement in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay the amount of the unpaid balance of the principal and interest, and reasonable expenses of service, it any.

Property which may attain priority over this security instrument, and reasonable expenses of service, it any, Borrower shall pay all taxes, assessments, charges, costs and expenses payable to Lender to the extent of evidence concerning the payment.

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, costs and expenses payable under paragraph 2; third, to trustee due; fourth, to any late charges due under the Note.

Paragraphs 1 and 2 shall be applied: first, in any preparatory charges due under the Note; second, to amounts payable paragraphs 1 and 2 shall be applied: first, in any preparatory charges due under the Note; second, to amounts payable

against the sums secured by this security instrument or sale of the property, shall apply any Funds held by Lender at the time of acquisition of the property, prior to the time of acquisition of the funds as a credit any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Note, Lender, prior to the

Upon payment: in full of all sums secured by this security instrument Lender shall promptly refund to Borrower

the deficiency in no more than twelve months from the date of application for such a deficiency, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall take up by Lender at any time to pay the Escrow items when due, Lender may to notify Borrower in writing and

Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by the Funds held by Lender exceed the amount paid by Lender to the Note, Lender shall add amounts to

as additional security for all sums secured by this security instrument.

Unless an agreement is made or applies to the Funds held by Lender to the date of creation of the Funds was made. The Funds are pledged to the Funds and debts to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing payment any interest or earnings on the Funds. Lender and Lender may agree in writing, however, that interest to pay Borrower any interest or earnings on the Funds. Lender and Lender shall not be entitled to otherwise.

Indemnified receive estate tax reporting service such as independent receiver to be paid, Lender shall apply for an independent receiver to make such a charge. However, Lender may require Borrower to pay a one-time charge for an account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law to pay the Escrow items. Lender may, at any time, collect from the Funds, annually, any deficiency in paying Lender, if Lender is such a trustee, Lender shall apply the Funds to the Note, Lender shall apply the

The Funds shall be held in a separate account by a general agency, instrumentality, or entity applicable law.

bases of current data and reasonably estimate of expenditures of future Escrow items or otherwise in accordance with and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the ("RESPA"), unless another law that applies to the Funds less a lesser amount, if so, Lender may, at any time, collect

under the federal Fair Practice Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. exceed the maximum amount a lender for a federal mortgage loan may require for Borrower's escrow account

provisions. These items are called Escrow items, Lender may, at any time, collect and hold Funds in an amount not to Borrower to "lender", in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by yearly fixed payments or ground rents on the property, if any, (c) yearly hazard or property insurance premiums; (d)

(a) yearly taxes and assessments which may attain priority over this security instrument as a loan ("Funds"); or: pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"); or:

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender of and interest on the debt; conditioned by the Note and any preparation and late Charges. 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"); or:

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt; conditioned by the Note and any preparation and late Charges. Borrower shall

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

This Security Instrument combines uniform coverage for national use and non-national conventions with circumstances of record.

Borrower warrants and will defend specifically the title to the property against all claims and demands, subject to any mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record

by the Security instrument. All of the foregoing is recited to in this security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter created on the property, and all extensions,

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Loan No: 08518488

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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 forty 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 reinstatement, 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 payments

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This Security Instrument and the Note are designated to be recordable.
 instrument or the Note which can be given effect with the continuing provision. To this end the provisions of
 of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security
 to Borrower or Lender which can be given effect with the Security instrument shall be governed by federal law and the law
 15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law
 to Borrower or Lender which can be given effect with the Security instrument.

to Borrower or Lender which can be given effect with the Security instrument. Any notice provided for in this paragraph
 by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given
 Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates
 directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to
 it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be
 16. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery
 principal, the reduction will be treated as a partial prepayment without any charge under the Note.
 by reducing the principal owed under the Note or by making a direct payment to Borrower. If a reduced reduces
 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this reduced
 by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from
 collected in connection with the loan exceed the permitted limit, then: (a) Any such loan charge shall be reduced
 loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be
 17. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum
 regard to the terms of this Security instrument or the Note without that Borrower consents.

said Lender and any other Borrower may agree to extend, modify, replace or make any accommodations with
 security instrument; (b) a non-personally obligable to pay the sums secured by this Security instrument; and (c)
 instrument only to mortgagee, grant and convey that Borrower's interest in the Property under the terms of this
 Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security
 subject to the provisions of paragraph 17. Borrower's covenants and agreements of Lender and Borrower,
 agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower,
 18. Successors and Assigns Bound; Joint; Liability; Co-signers. The covenants and
 Lender in executing any right or remedy shall not be a witness of or creditor of any right or remedy.
 reason of any demand made by the original Borrower or Borrower's successors in interest. Any action made by
 extend time for payment or otherwise modify amortization of the sum secured by this Security instrument by
 in interest, Lender shall not be required to collect any successor to it interest or release to
 in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors
 in modification of amortization or repayment of the note granted by Lender to any successor
 19. Borrower Not Released; Portee; Not a Writer. Extension of the time for payment
 of such payments.

extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount
 unless Lender and Borrower otherwise agree in writing, any application of proceeds; or principal shall not
 collection or repair of the Property or to the sums secured by this Security instrument, whether or not then due.
 the date the note is given, Lender is authorized to collect and apply the proceeds, at its option, either to
 offer to make a award or file a claim for damages, Borrower fails to respond to Lender within 30 days after
 if the Property is abandoned by Borrower, or it, after notice to Lender to Borrower, that the condominium
 shall be applied to the sums secured by this Security instrument whether or not the sums are then due.
 unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds
 property immediately before the taking of a partial taking of the Property in which the fair market value of the
 be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the
 the taking, or (b) the fair market value of the Property immediately before the taking. Any balance shall
 of the proceeds multiplied by the following ratios: (a) the total amount of the sums secured immediate; or before
 and Lender otherwise agree in writing, the sums secured by this Security instrument immediate; than the amount
 than the amount of the Property in which the fair market value of the Property immediately before the taking, unless Borrower
 of the Property in which the fair market value of the Property paid to Borrower. In the event of a partial taking
 Security instrument, whether or not then due, with any excess paid to Lender. In the event of
 condominium, are held by Lender to the extent of the proceeds shall be applied to the sums secured by this
 20. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in
 connection with any condemnation of any other taking of any part of the Property, or for convenience, in
 inapplicable.

Lender shall give Borrower notice at the time of or prior to an inspection specifying cause for the
 inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property.
 Lender is liable for damage to the property caused by his or her acts or omissions in connection with the
 period that Lender receives approved by an insurer appointed by Lender against losses and expenses of
 may no longer be required, at the option of Lender, if moratorium coverage (in the amount and for the
 21. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property.

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 attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the benefit 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 Service. 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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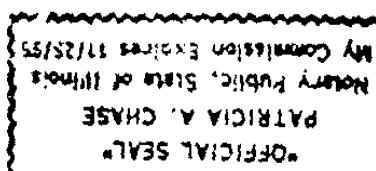
95816675

(Printed Name)

FRANK KEVIL A. CHASE

Notary Public

Frank Kevil A. Chase



My commission expires:

FRANK KEVIL AND COLLEEN KEVIL

The foregoing instrument was acknowledged before me this 15 day of December, 1995.

§

State of ILLINOIS
County of COOK

(Space Below This Line for Acknowledgment)

Borrower
(Seal)

Borrower
(Seal)

COLLEEN KEVIL-Borrower
(Seal)

FRANK KEVIL-Borrower
(Seal)

Instrument, and/or any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

- Other(s) (Specify)
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Adjustable Rate Rider
- Contingent Rider
- 1-4 Family Rider

Instrument, the cover sheet and agreements of this Security Instrument as if the rider(s) were a part of this Security and applicable instrument, the cover sheet and agreements of each such rider shall be incorporated into and shall amend with this Security instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument.

21. Riders to this Security Instrument, if one or more riders are recorded together with this Security instrument.

22. Whereof or otherwise, Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

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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 title 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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(Printed Name)

Nancy Public

FATICA A. CHASE

OFFICIAL SEAL

My Commission expires: 11/25/95
Notary Public, State of Illinois
My Commission Expires 11/25/95

My commission expires:

FRANK KEVIL AND COLLEEN KEVIL

The foregoing instrument was acknowledged before me this 15 day of December, 1995 by

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State of ILLINOIS
County of COOK

[Please Sign the line for Acknowledgment]

Borrower
(Seal)

Borrower
(Seal)

COLLEEN KEVIL/Borrower
(Seal)

FRANK KEVIL/Borrower
(Seal)

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

- Instrument contains the contents and agreements of each such rider as if the rider(s) were a part of this Security and supplements the coverages and agreements of each such rider shall be incorporated into and shall amend with this Security instrument. If one or more riders are executed by Borrower and recorded together with the Security instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of each such rider as if the rider(s) were a part of this Security and shall not affect the other coverages and agreements of this Security instrument.
- Adjustable Rate Rider
 - Condominium Rider
 - Family Rider
 - Graduated Payment Rider
 - Increased Unit Development Rider
 - Late Improvement Rider
 - Second Home Rider
 - Balloon Rider
 - Biweekly Payment Rider
 - Other(s) [Specify]

23. Waiver of Lien clause. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recondation costs.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security with the understanding that the instrument will be reconveyed to Borrower if he or she fails to make timely payments.