. DEPT-01 RECORDING 131.00 . 110012 TRAN 7824 11/27/95 14/32/80 . 11342 FDT 8-975-83 17/347

COUR COUNTY RECORDER

15, 11 15 (C) (Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAME (Security Instrument') is given on NOVEMBER 17, 1995. The insurgagor is PHILLID & HARSTEAD, MARRIED TO CHARLOT ANN HARSTEAD,

("Borrover") This Security Instrument is given to

FIRST NATIONAL BANK OF EVERTREN PARK
which is organized and existing under the laws of FIEL UNITED STATES OF AMERICA and whose address is
4900 W. 95TH STREET, OAK LAWN 11: 60453

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

County, Illinois,

THE SOUTH 1/2 OF LOT 4 IN BLOCK 4 IN RESUBDIVISION OF PROCKS 4, 5 AND 12 AND LOTS 1 TO 4, INCLUSIVE, IN BLOCK 13 IN FREDERICK H. BARTIET'S 63RD STREET SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, 111 INOTS.

PIN# 19-15-304-010-0000

BOX 333-CTI.

which has the address of

5922 SOUTH KOLMAR AVENUE

CHICAGO

Illinois

60629 [Zip Code] ("Property Address");

HAINOIS - Single Lamily - Famile Mae/Freddie Mac UNIFORM INSTRUMENT

FW 14/6L1 (9436) Doct/0000001124

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Form .0014 9790

Great Labou Rusinada Farmig Inc.

Great Labou Rusinada Farmig Inc.

Great Car. 1 800 810 99921 7572 818 791 5131

ACCT # 410133462

81730

TOGETHER WITH all the improvements now or hereafter ejected 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 SI-CURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

himited 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 Tickes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in fall, a sum ("Fands") for (a) yearly taxes and assess sea's which may attain priority over this Security Instrument as a nen on the Property; (b) yearly leasehold payments or ground rents on the Property, it any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, (d) 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 nems are called "Escreachems" Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures 2ct (1974 as amended from time to time, 12 U.S.C. § 2001 er seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender, may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow hieris 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 tincluding Lender, if Lender is such an insulation) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge increase for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Cender pays Borrower interest on the Funds and applicable law permits. Lender to make such a charge. However, Lender may, equire Borrower to pay a one time charge for an independent real estate tax reporting produce used by Lender in connectors with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be raid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in virtuo, 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 Funds are pledged as additional security for all sums secured by this Security Instrument.

It the Funds held by Lender exceed the amounts permitted to by 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 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 twelve monthly payments, at Lender's sole discretion

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly retund to Borrower any Funds held by Lender. It, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale or 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 Lander under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to any ants 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. Botrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground tents, a giv Borrower shall pay these obligations in the manner provided in paragraph 2 or if not paid in that manner, Botrower shall pay them on time directly to the person owed payment. Borrower shall promptly formsh to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish 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 at agreement satisfactory to Lender subordinating the lien to this Security Instrument. It 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. 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 tire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Fender requires insurance. This insurance shall be maintained in the amounts and

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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 tails 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 it 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 teasible and Lender's security is not lessened. If the restoration or repair is not economically teasible or Lender's security would be lessened, the naturance proceeds shall be applied to the same 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 40 days a notice from Lender that the insurance cattiet 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 Horrower 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. It makes paragraph 21 the 25 porty is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Propert Color to the acquirettion shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the ocquisition

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leuseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days, after the execution of this Security Instrumed a as shall continue to occupy the Property as Horrower's principal residence, for at least one year after the date of occupancy inless 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 nitipati the Property, allow the Dioperty to deteriorate, or commit waste on the Property. Borrower shall be in default it any fortenure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in fortening of the Property or otherwise materially impair the ben created by this Security Instrument or A coder's security interest. Horrower may cure such a default and remstate, 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 forfeithre of the Horrower's inverest in the Property or other material impairment of the u.n. realed by this Security Instrument or Lender's accurity interest. Botrower shall also be to 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 consciously fortower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Horrower (a) comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leavehold and the fee title shall not energe unless Lender agrees to the merger in writing
- 7. Protection of Lender's Rights in the Property. It Bostower tails to certorm the covenants and agreements command 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 fortetture or temporal away or regulations), then Lender's actions may 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 necured by a hen which has priority over this decurity 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 Horzover secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a 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, is Lender required mortgage insurance as a condition of making the loan recuted 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 sum equal to one twetth of the yearly mortgage insurance premium being paid by Borrower shall pay to I mortgage insurance coverage tapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in her of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender agait, 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.

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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 conveyance 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 Borrower. In the event of a partial taking of the Property in which the fun 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 tuninediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums 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 sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, tanless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

It the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award of settle as from for damages. Borrower tails to respond to Uersder within 30 days after the date the notice is given. Lender is authorized to offer and apply the proceeds, at its option, either to restoration or repair of the Property of to the sums secured by this Security Instrument, whether or not then due

Unless Lender and Bergower otherwise agree of writing, any application of proceeds to principal shall not extend or nostpone the due date of the month's payments referred to in paragraphs 1 and 2 or change the amount of such payments

11. Borrower Not Released: Forbearance 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'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 sums secured by this Security Instrument by teason of any demand made by the original Borrower's successors in precess Any forbearance by Lender in excretsing any right or remedy shall not be a warser of or preclude the exercise of any order remedy.

12. Successors and Assigns Bound; John 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. Horrower's covenants and agreements shall be join and several Any Borrower who co signs this Security Instrument but does not execute the Note (a) is co-signing 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 Lender and any other Borrower may agree to extend, mostly, torbear or make any accommodations with regard to the terms of his Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrum as a subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge scollected 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 refinded to Borrower. Lender may choose to make this retund by reducing the principal overdunder 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 goon by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be precied 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 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 are the law of the purisdiction in which the Property is located. In the event that any proxision 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 of a Beneffelal Interest in Borrower. It all or any part of the Property of 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 manediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender it exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Botrower 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 Botrower must pay all sums secured by this Security Instrument. It Botrower 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 Botrower.

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 tai 5 days for such other period as

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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 soms 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 lees, and (d) takes such action as Lender may reasonably require to assure that the field of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain tully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 12.

- 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 mouthly 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 1-1 above and applicable law. The notice will state the name yad address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other graormation 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 prompily give Leraier western nonce of any investigation, claim, demand, lawsint or other action by any governmental or regulatory agency or provide faity involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge of Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Fazardous Substance affecting the Property is necessary, Borrower shall properly 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 tederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Horrower and Lender further governant 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 Electorer, 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 recured 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 modified 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of the evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Horrower Horrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property

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24. Riders to This Security Instrum	ent. If one or more	riders are executed by the	prower and recorded together with			
this Security Instrument, the covenants and	agreements of each	such rider shall be incor	properties and shall amend and			
supplement the covenants and agreements of	this Security Instrum	iont as if the rideria) were	e a part of this Security Instrument			
[Check applicable box/ex]						
Adjustable Rate Rider	Condominam	Rider	1-4 Family Rider			
Graduated Payment Rider	Planned Unit 1	Development Rider	Biweekly Payment Rider			
Halloon Rider	Rate Improven	nent Rider	Second Home Rider			
Other of pecity]						
BY SIGNING 3ELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in my rider(s) executed by Borrower and recorded with it						
Witness	,	Vitness				
02	rates deput to the grant of the desire of the end of th					
Notthe Y Law ton	(Scal)		(Seat)			
PHILLIP L. HARSTEAD	Horrower		Hotower			
Letter Chair Mich	(Scal)		(Seal)			
CHARLOT ANN HARSTEAD, Executive this document solely for the party of	ig purpose		Horrower			
of warving homestead rights.	(Scal)	/ ,	(Seal)			
	Bostowes	グ ・	Bornwei			
STATE OF ILLINOIS,		COOK County ss.				
the undersigned a Noray Public in and for said county and state, do hereby certity that PHILLIP L. HARSTEAD, MARRIED TO CHARLOT ANY HARSTEAD.						
, pc	rsonally known to m	c io be the same persons	(mose name(s) are			
subscribed to the foregoing instrument, appe	ared before me this d	lay in person, and acknow	dedged that they signed			
and delivered the said instruments as forth	their	free and voluntary act, fo	or the uses and purposes therein set			
Given under my hand and official seal,	this 17TH	day of NOVEMBE	R. 1995			
My Commission expites 15 19 90	- Olio		ui Cirry			
1211/10	(10	Made Off				
	(2),	Thinks of the said to up	Notary Public			
This instrument was prepared by 4 DEI	AVER TO:					
FIRST MATIONAL BANK OF EVERGRE	în Park		1			
4900 WEST 951H ST., OAK LAWN,	11. 60453	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \				
(Address)		$\left\{\begin{array}{c} W^{1,\ell} & \dots \\ W^{1,\ell} & \dots \end{array}\right\}$				