RETURN ORIGINAL TO NOF-F C 3350 A SANCHOSTON MORTGAGE CORPORATION C 3353 NORTH MAYFAIR ROAD	OPY .
MILWAUKEE, WISCONSIN 53222	DEFT-01 RECORDING \$33.50 T45555 TRAN 2245 11/28/95 13:49:00
THIS INSTRUMENT WAS PREPARED BY: SMS NATIONWIDE DOCUMENTS, L.P.	・ #6193 # JJ メータ5ーお1ワ28タ ・ CODX COUNTY RECORDER
UNDER THE SUPERVISION OF JOHN SAUCEDA 11 GREENWAY PLAZA, 10TH FLOOR HOUSTON, TEXAS 77046-1102	95819289

[Space Alloys	This Li	ine For	Recording Date)	# 5020742
				# 50Z074Z

MORTGAGE

LOT 23 (EXCEPT THE NORTH 7 FEET) AND THE NORTH 14 FEET OF LOT 26 IN BLOCK 3 IN W.O. COLE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, PANCE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIN 118.

TAX ID NUMBER 13-10-425-009

17132

which has the address of4829.Nc.KEI	14R(8000)	,CIJICAGO
Illinois	("Property Address");	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, apparenances, 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 reterred 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.

Received of

This Security Instrument combines uniform covenants in mational use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Bostower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paio in full, a sum ("Funds") for:
(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground renis on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "liscrow items." Lender may, at any time, collect and hold limits in an amount not to exceed the maximum amount a lender for a federally related mortgage foan may require for Britower's escrow account under the federal Real listate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the tesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall on held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lander, if recides it such an institution) or in any Pederal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow terms, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender i connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any Interest or earnings on the Funds. Borrower and Lender may gree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual seconding 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 soms secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the liserow 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 refund to Borrower any Punds held by Lender. If, under paragraph 21, Lender shall acquire or so it 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 sums secured by this Security Instrument.

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

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground reads, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly famish to Lender all notices of expents to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly famish to Lender recorpts 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 epinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Horrower 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. Horrower 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 Londer 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 Horrower subject to Londer's approval which shall not be unreasonably withheld. If Horrower falls 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.

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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 Londer requires, Borrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londer, Londer may make proof of loss if not made promptly by Borrower.

Unless Lender and Horrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Londer'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 public Borrower. If Borrower abundons 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or posipone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragrap's 21 the Property is acquired by Lender, Bornower'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

- 6. Occupancy, Principation, Maintenance and Protection of the Property; Sorrower's Loan Application; Leaseholds. Borrower and occupy, establish, and use the Property as Borrower's principal residence within sixty days ulter the execution of this Secure? Instrument and shall cominue 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 externating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, show 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 detarat und reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lemics's good faith determination, precludes forfeiture of the Borrower's laterest in the Property of other material impairment of the firm created by this Security Instrument of Lender's security interest. Borrower shall also be in default if Borrower, during the foun application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) is 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, Bor, over 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
- 7. Protection of Lender's Rights in the Property. If Bostower 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 condomnation or forfeiture or to enforce taws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's fights in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security Instantant, appearing in coun, paying reasonable anotheys' fees and entering on the Property to make repairs. Although Lender year take action under

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrover secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bur interest from the date of disbursement at the New rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

8. Morigage Insurance. If Lender required morigage insurance as a condition of making the foan 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 Lander 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 fusurance 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 Bostower when the insurance coverage tapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mongage insurance. Lass reserve payments may no longer be required, at the option of Lander, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Bostower shall pay the premiums required to maintain mongage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower

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

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 Hen 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 Horrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums socured 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. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless florrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proce ds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property's abundance by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or state a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Londor is and orized to collect and apply the proceeds, at its option, either to restoration or repair of the Property

or to the sams secured by this Security Instrument, whether or not then due.

Uniess Lander and Bornage 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. Extension of the time for payment or

11. Borrower Not Released; Fortzgrance By Lender Not a Waiver. modification of amortization of the successor in interest of Borrower shall not operate to release the machiny of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify americation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbentance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be faint 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 List ument; (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, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

consent.

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

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address 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. This Security Instrument shall be governed by federal law and the law of the 15. Governing Law; Severability. 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.

If all or any part of the Property or any 17. Transfer of the Property or a Beneficial Interest in Borrower. 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 or any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable anomeys' fees; and (d) takes such action as Lender may reasonably require to assure that the tion of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by 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 in more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer" and 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 coptain any other information required by applicable law.
- 20. Hazardous Substances. Horrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property Corrower shall not do, nor allow anyone also 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 lovestigation, 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 Hazardou's 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 flammel to or toxic petroleum products, toxic pesticides and herbicides, volatife solvents, materials containing asbestos or formaldebyte 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-Universe Covenants. Decrewer and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Horrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unit a 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 fallure to cure the default on or before the date specified in the notice may result in acceleration of the sams secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Horrower 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 florrower 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 sams 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.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument, Horrower shall pay any recordation costs. Lender may charge Borrower u fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
 - 23. Waiver of Humestend. Horrower waives all right of homestead exemption in the Property.

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24. Riders to this Security Instrument, the covered and supplement the covenants and agree [Check applicable box(cs)]	ment. If one or more riders are executed enams and agreements of each such rider shall ments of this Security Instrument as if the rider(s)	he incorporated into and shall amend
🗆 Adjustable Rate Rider	□ Condominium Rider	🗀 1-4 Family Rider
Graduated Payment Ridor	 Planned Unit Development Rider 	Biweekly Payment Rider
Balloon Rider	□ Rate Improvement Rider	Second Home Rider
D Other(s) [specify]		
By Stonino Below, Borrower and in any rider(s) executed by Borrow	ecepts and agrees to the terms and covenants over and recorded with it.	contained in this Security Instrument
Witnesses:		
Jon Word	Luye	Hayeu (Seni)
	GEORGE K HOGAN	-30/10#4/
Greaps m. Kanil	REFAN. HOGAN	(Sual)
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UNOFFICIAL COPY

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	[Space Bulow Tale Line	For Acknowledgmentj	
STATE OF ILLINOIS,	Cook	County ss:	
1. JUSTEP	H M. POULT	, a Notary Public in and for said county a	and state
	RGE À HOGAN, A MARRIED ルメ デ	MAN AND RITA N. HOGAN, A MARRIED WO	MAN
subscribed to the foregoing in	strument, appeared before me this	day in person, and acknowledged that he/she/the	y
signed and delivered the said	instrument as his/her/their	free and voluntary act, for the uses and purpose	s therein
set forth. Given under (19) and a My Commission expires:	nd official seal, this	John M. Johnel. Notary Public	