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Permanent Index Number: 15-04-206-005

Prepared by:
Middleberg Riddle & Chamm
2321 Bryan Street
Suite 1600
Dallas, Texas 75201

95875701

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

DEPT-01 RECORDING \$31.50
T400JD TRAN 3546 12/15/95 15:38:00
60285 4 C.J. #--95-875701
COOK COUNTY RECORDER

Loan No: 08528711

Borrower: KENNETH KALAN

[Space Above This Line For Recording Date]

Date ID: 965

MORTGAGE

319

THIS MORTGAGE ("Security Instrument") is given on the 8th day of December, 1995.
The mortgagor is KENNETH KALAN MARRIED TO PATRICIA KALAN, HIS WIFE

("Borrower").

This Security Instrument is given to GRANT MORTGAGE SERVICES, INC., A CORPORATION, which is organized and existing under the laws of the State of Illinois, and whose address is TWO WESTBROOK CORP. CENTER,
WESTCHESTER, IL 60154

("Lender").

Borrower owes Lender the principal sum of SEVENTY TWO THOUSAND AND NO/100..... Dollars (U.S. \$ 70,000.00). 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 January 1, 2026. 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 9 IN H. KANTER'S SUBDIVISION OF LOTS 3, 17 AND 18 IN BLOCK 8 IN WILLIAM HUTMAN'S
SUBDIVISION OF THE NORTHEAST 1/4 SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION
4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY, ILLINOIS.

15-04-206-005

95875701

which has the address of 1625 NORTH 32ND AVENUE,

Illinois

(State)
(Zip Code)

(Street)

MELROSE PARK,
(City)

("Property Address");

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Borrower shall satisfy the lien or take some or more of the actions set forth below within 10 days of the filing of the notice.
to a lien which may attach prior to or after the Security Instrument, Lender may file Borrower's notice of the Property to
Lender's acquisition of the lien to the Security Instrument, if Lender does not have any part of the Property to
protect to prevent the enforcement of the lien, or (c) execute from the holder of the lien an agreement satisfactory to
good faith the lien by, or delete any affidavit executed by the lien in a manner acceptable to Lender (b) complies in
agrees in writing to take payment of the obligation over the Security Instrument unless otherwise agreed.

Borrower shall promptly discharge any which has priority over the Security Instrument unless otherwise agreed.
excepted evidence the party.
to be paid under this paragraph. If Borrower makes the payment directly, Borrower shall promptly return to Lender
pay item on time directly to the person owed payment. Borrower shall promptly return to Lender all amounts
Borrower shall pay these obligations in the Security Instrument, or if it is not paid in full within ten days, Borrower shall
Property which may attach prior to the minor provided in paragraph 2, or if it is not paid in full within ten days, Borrower shall
under paragraph 2; third, to recover, to fourth, to furnish, to any preparation charge due under the Note, to any late charges due under the Note.

4. **Chargear Lender.** Unless applicable law provides otherwise, all amounts payable under
paragraphs 1 and 2 shall be applied: first, to any preparation charge due under the Note, second, to amounts payable
under paragraph 2; then to late charges due under the Note.

Upon payment in full of all amounts accrued by the Security Instrument, Lender shall promptly return to Borrower
any funds held by Lender. If, under paragraph 2, Lender shall receive or sell the Property, Lender, prior to the
liquidation of any of the Property, shall apply funds held by the Security Instrument to the amount of the
any funds held by Lender.

If the funds held by Lender exceed the amounts permitted in so held by applicable law, Lender shall account to
the deficiency in no more than twelve months from the date of the deficiency, or longer
in such case Borrower shall pay to Lender the amount necessary to make up the deficiency, and
by Lender at any time it is not sufficient to pay the balance when due. Lender may so notify Borrower to withdraw
Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held
is additional security for all sums accrued by the Security Instrument.

The funds held by Lender shall be held by Lender until the purpose for which each is held is fulfilled
shall be paid on the funds, Lender shall give to Borrower, without charge, an itemized accounting of the funds,
by Borrower may intercept or intercept on the funds, Borrower and Lender may agree in writing, however, that interim
adjustments in accordance with regulations may be made by Lender until such time as final
independent recall statute tax reporting period in accordance with the law, unless Borrower fails to pay a one-time charge
permits Lender to make such a charge. However, Lender may collect interest on the funds until such time as
earlier account or verifying the balance, unless Lender may collect interest on the funds until such time as
to pay the balance due, Lender may collect interest Borrower interest on the funds until such time as
(including Lender, if Lender is such as the function) or in any federal income taxes due.
The funds shall be held in an escutcheon without deposit by a federal agency, or orally
applicable law.

Under the general rule, a creditor may collect interest on future interest in accordance with
terms of current and previous debts, or failure of future interest in accordance with
and hold funds in an amount not to exceed the lesser amount. Lender may collect the amount of funds due on the
("NETSFA"), unless another may collect the funds due on the funds, in any time, unless
under the general rule, a creditor may collect interest on future interest for Borrower's failure to
exceed the maximum amount in a lender for a creditor to collect interest for Borrower's failure to
borrower to lend, in accordance with the provisions of paragraph 4, in the case of the payment of interest
earlier than unique circumstances, if any, (a) nearly immediate payment, or (b) any amount payable by
nearly immediate payment within thirty days of the payment, (c) nearly immediate payment within thirty days of
pay to Lender on the day immediately preceding, or (d) nearly immediate payment within thirty days of the payment.
2. Funds for taxes and assessments which may attach may collect interest Borrower until the Note is paid in full, and
the principal of and interest on the debt evidenced by the Note and any preparation charge under the Note,
1. Payment of Principal and Interest Prepayment and Late Charges.
Taxes and assessments by Borrower to Lender to constitute a timely payment of taxes and assessments by
impliedly authorizes Lender to collect a sum equal to the amount of taxes and assessments by
any amount.

by the Security Instrument, All of the foregoing is referred to in this Security instrument as "late charges".
mortgages, shall and convey the Property and that the Property is subsequently converted, except for the conversion of record
trusteeship, and other instruments that Lender is lawfully seized of the chattels hereby contained in this
by the Security instrument. All of the foregoing is referred to in this Security instrument as "late charges".
impliedly authorizes and creates now or hereafter a power to remove any of the chattels by
any amount.

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Loan No: 08528711

Data ID: 945

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 sensible and Lender's security is not lessened. If the restoration or repair is not economically sensible 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 71 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; Leasesholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to 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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13. **Consequential Losses.** This Security Instrument covers all losses resulting from the sale or transfer of the Note which is incurred by the Borrower in connection with the Note or the Property. In the event that any provision of this Note is held invalid or unenforceable, the Borrower shall pay the sum of \$ to the Lender as liquidated damages for such invalidity or unenforceability. The Lender may sue for the amount of the Note plus interest thereon at the rate of percent per annum.

14. **Waiver of Jury Trial.** Any notice given under this Note is given in the form of a written instrument and is given to the Borrower by the Lender. Any notice given by the Lender to the Borrower shall be given in writing and shall be deemed to have been given to the Borrower or Lender when given or provided to him personally. The Lender shall be entitled to give notice to the Borrower at any office address or place of business of the Borrower or to the Borrower personally at his place of business or residence. Any notice given to the Borrower or Lender shall be given in writing and shall be deemed to have been given to the Borrower or Lender when given personally.

15. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be deemed to have been given by notice to the Borrower or Lender when given personally. Any notice provided for in this Security Instrument shall be given to the Borrower or Lender by the Lender or by the Borrower at any office address or place of business of the Borrower or to the Borrower personally at his place of business or residence. Any notice given to the Borrower or Lender shall be given in writing and shall be deemed to have been given to the Borrower or Lender when given personally.

16. **Laws Charage.** If the loan exceeds the permitted limit, the security interest in the maximum amount available to the Borrower is automatically converted to a loan which bears maximum

interest to the terms of this Security Instrument or the Note without limit to the Borrower.

17. **Borrower's Duties.** The Borrower may agree to extend, modify, replace or make any other modification to the Note or to the Security Instrument. If a court finds that any agreement made by the Borrower under this Note to modify, replace or make any other modification to the Note is illegal, void or unenforceable, the Borrower shall be liable to the Lender for the amount of the Note plus interest thereon at the rate of percent per annum.

18. **Successors and Assigns.** Subject to the limitations set forth in Article 17, Borrower, co-owners and successors shall be liable to the Lender and Borrower. The co-owners and successors of the Borrower who co-own this Security Instrument but do not execute this Note shall be jointly and severally liable to the Lender for the amount of the Note plus interest thereon at the rate of percent per annum.

19. **Borrower Not Released For Death or Disability.** The Lender shall not be a party to any right or remedy.

20. **Waiver.** Extension of the time for payment of any amount by the Lender to the Borrower does not affect the rights of the Lender under this Note.

If the Borrower is awarded an award or claim for damages, Borrower shall not be required to release the Lender from liability for the amount of the Note plus interest thereon at the rate of percent per annum.

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Loan No: 0852871

Date ID: 965

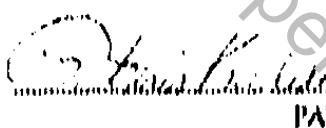
22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

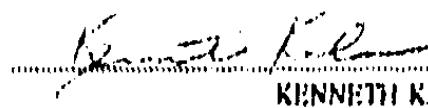
23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. {Check applicable box(es)}

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


.....(Seal)
PATRICIA KALAN -Borrower


.....(Seal)
KENNETH KALAN -Borrower

.....(Seal)
-Borrower

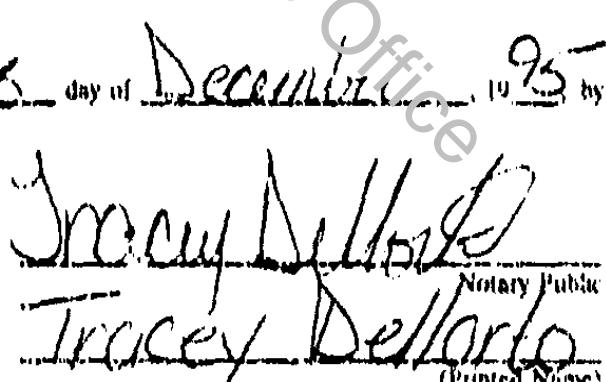
.....(Seal)
-Borrower

.....(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

State of ILLINOIS
County of COOK

The foregoing instrument was acknowledged before me this 6 day of December, 1995 by
KENNETH KALAN AND PATRICIA KALAN


Tracey D'Orso
Notary Public
(Printed Name)

My commission expires:

