95103799

DEPT-01 RECURDING .

431.50

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE (Security Instrument") is given on FEBRUARY 6, 1995
The mortgagor is JAMES A. KING, DIVORCED AND NOT SINCE REMARRIED AND NANCY M. GALLAGHER, A SINGLE PERSON NEVER MARRIED

("Borrower"). This Security Instrument is given to

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

, and whose address is

County, Illinois:

LOT 19 IN HILLVIEW ESTATES UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, PLLIMOIS.

PTI# 22-29-416-064-0000

95103799

which has the address of

1149 GLENYS DRIVE

LEMONT

Illinois

60439 (Zip Code) ("Property Address"):

ILLINOIS - Single Family - Fannie Mas/Freddle Mac UNIFORM INSTRUMENT

ITEM 1876L1 (\$408) (

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(Page 1 of 6 pages)

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Great Lakes Business Forms, 19/90
10 Order Call: 1-300-530-5300 Fac 816-731-1131
ACCT A103-206-76

31.50

FOGETHER WITH all the improvements now or hereafter ejected on the property, and all casements, appurenances, 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 Y ...

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to morngage, gram, and convey the Property and that the Property is unencombered, except for encombances 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 SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

limited variations by particletion 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 Sote 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. Botrowel shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a hen on the Property, (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums. It any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Botrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escroy, Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a tede aby related mortgage loan may require for Botrower's escrow account under the tederal Real Estate Seulement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another haw that applies to the Funds set a lesser amount. If 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 Items or otherwise in accordance with applicable law.

The Funds shall be held in an instantion whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an instrution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Retriever for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, 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 in 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 agree in writing, 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.

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 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, Lenucr shall promptly retund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the 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 Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, is amounts payable under

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the kote.

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 renter of 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 furnish 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.

Borrower 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 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 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. Hazurd 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

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by florrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower 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.

All insurance policies and renewals shall be acceptable to Lender and shall lactade a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender regultes, 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 tepatr 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 pull to Borrower. If Horrower 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 play class secured by this Security Instrument, whether or not then due. The 30 day period will begin when the motice is given.

Unless Lender and florrower otherwise agree in writing, any application of proceeds to principal shall not extend or positione the 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 Londor, 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 some secured by this Security

Instrument immediately prior to the acquisition.

Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Long Applications Leaveholds, florrower shall occupy, establish, and use the Property as Borrower's principal residence within staty 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 descriptions 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. Burrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is began that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the flori created by this Security Instrument or Lender's security interest. Borrower may cure such a defau's and reliastnic, 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 less greated by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the open application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with raw 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

Protection of Lender's Rights in the Property. If Borrower fails overform the covenants and agreements 7. 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 o enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Under'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 attornoys' fees and entering on the Property to make repairs. Although Ander may take action

under this paragraph 7, Londer does not have to do so.

Any amounts disbursed by Londer under this paragraph 7 shall become additional done of Borrower accured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall tear interest from the date of dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borover requesting

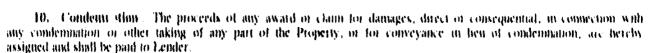
payment.

Mortgage Insurance. If Londer 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. Londer will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, 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. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a has recorve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Inspection. Lorder 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 impection specifying reasonable cause for the inspection.

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In the event of a total taking of the Property, the proceeds shall be applied to the sams 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 tait 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 symme, 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. Any balance shall be paid to Borrower. In the event of a parnal 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 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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of settle a camp for damages. Botrower fails to respond to Lender within 30 days after the date the mone is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of repair of the Property of to the sums secured by this Section Construment, whether or not then due

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

- 11. Horrower 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 unerest of Bottower shall not operate to release the liability of the original Bottower or Bottower's successors in interest Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time tor payment or otherwise modify amortization 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right in 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 man assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Society Instrument only to mortgage, grant and convey that flortower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secuted by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, torbear or make any accommodations with regard to the terms of the Security Instrument of the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum toan charges, and that law is finally interpreted so that the interest or other loan charges, offected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such foan charge shall be reasted 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 axed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a period prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or is 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 near provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided whis paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by tederal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can he given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any or 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 namual 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 tederal 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 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 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

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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. Thuse conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if the 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 hen of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall committee unchanged. Upon reinstatement by Horrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to tenstate 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 the 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. Rorrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or at the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Provincental 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 Lander water notice of any investigation, claim, demand, lawant or other action by any governmental or regulatory agency or private pacty 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 learnedous 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 ke osene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing pubestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws but laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further cover an and agree as follows:

- 21. Acceleration: Remedies. Lender shall give notice to Horrover prior to acceleration following Borrower's breach of any covenant or agreement in this Sequrity Instrument (has not prior to acceleration under paragraph 17 unless applicable (aw provides atherwise). 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 horrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the holler may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to awart 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 paying the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of tide exidence.
- 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 recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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ACCT # 410128678

24. Riders to This Security Instruments Security Instrument, the covenants and supplement the covenants and agreements of [Check applicable boxtest]	agreements of each	such rider shall be incl	orporated into and shall	amend and
Adjustable Rate Rider	Condominum Rider		1-4 Family Rider	
Graduated Payment Rider	Planned Unit Development Rider		Biweekly Payment Rider	
Balloon Rider	Rate Improvement Rider		Second Home Rider	
Other(s) (specify)				
HY SIGNING BELOW. Borrower acc Security Instrument and heavy rider(s) execu			ontained in pages 1 throu	igh to of this
Witness:	\	Vitness:		
James A. KING King	(Seal)	Maring M. A. LAGH	uitaghu	(Scal)
ا المحمودة القالمية والمساولة بين والمساولة والموافقة المحمولة والمحمولة المحمولية المحمودية والمحمودة المحمودة	- (Scul)	**************************************	agan ngujup y gug gya arah arah Indonésia at at sa sasa ina cana	(Seal)
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STATE OF ILLINOIS,		COOK Cramy is:		
A SINGLE PERSON, NEVER MARRIE	D	D NOT SINCE REMA	ublic in and for said cour PVLED AND NANCY ((s) (hose name(s) 270	M. GALLAGHER
subscribed to the foregoing instrument, app	eared before me this (lay in person, and ackn	owledged that they	rigaed
and delivered the said instruments as the forth.	Ant.	itee and commute, act	, for the uses plot purpos	es micrem sei
Given under my hand and official sea	Lithia Titre 61H.	day of FEBRU	ARY, 1995	
My Complesion expires: ELOIS J. THOMPSON ROTARY PUBLIC, STATE OF ILLINGS MY COMMISSION EXPIRES 25		(Elou)	Merry	Notary Public
	EEN PARK			
(Name) 4900 W. 95TH ST. OAK LAWN IL. (Address)	60453			

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