#### 95125952

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GVD2	9786 MORTGAGE : #5433 + SA *-95-12	
( )	MORTGAGE COOK COUNTY RECORDER	ייקדים
THE MODICACE	(Helicalia Francisco Incina de 1805 m.)	
nortgagor is John Anio	("Security Instrument") is given on February 18, 199 5 The 1, a pachelor and Barbara Aniol, married to Julian whose address	
	#1E, Des Plaines, IL 60016	
	Instrument is givea to Centennial Mortgage Company, a Division of Superior Bank FSB,	
- U	ting under the lavs of the United States, and whose address is 9525 West Bryn Mawr,	
osemont, Illinois 60018 ("l and no/100's	Lender"). Borrowe, o'ves Lender the principal sum of Sixteen Thousand  Dollars (U.S. \$ 16,000.00 ).	
	prrower's note dated the same date as this Security Instrument ("Note"), which provides	
or monthly payments with t	the full debt, if not paid earlie; due and payable on February 24, 2010	
•	ures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at the	
مماها فالمساط مسافيات ساكسته فيتمسو	nd all renewals, extensions and modifications of the Note; (b) the payment of all other	
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PAGE 1 of 8

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IL IST/2ND FIXED RATE MORTGAGE - CSB (11/15/94)

## 95125952

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representation of Supersing thank FSR, paper anthorse in Supersing thank FSR, paper anthorse in Police West thrus Mawn, and of Supersing Processes ("Mate"), which provides a sear School Toy the Worst with increase at the time Mars, to) the paper of all other time Security Instruments and the function and the Moter Participant of all other runners and the Moter Participant of all other runners and the leaving described property Jacqued in	the factor of the figure of a start of the formal start of the formal start of the formal of the delater of the formal of the security than security the security the security the security the securi	A. P. A. B. L. B. C. C. C. B. B. C.	wellower?. This seem of is a considerate of the seem o	in the state of th
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest and Other Charges. Subject to paragraph 10 below, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.
- 2. Application of Payments. Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges, collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assersed separately.
- 3. Prior Mortgages; 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 rents, if any. Borrower shall pay these objections on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and receipts evidencing such payments.

Borrower shall perform all of Borrower's obligations under any security deed, mortgage, deed of trust or other security instrument with, creating or having a priority over this Security Instrument, including but not limited to, Borrower's covenant to make payments when due. Borrower shall promptly discharge any lien which has priority over this Security Instrument (other than a senior security deed, mortgage, deed of trust or other security instrument approved by Lender at the time of origination of this Security Instrument and with respect to which Borrower complies with the provisions of the immediately preceding sentence) 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 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.

4. 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, not to exceed the full replacement cost of the buildings and improvements on the Property. 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 6.

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. 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

TOCKTHER WITH all the conferencements new or hereafter aresist outhe property, and all easements, rights, apparersares, tents, repairs, event, oit and gas rights, and profits water rights and stock and all frances now or areafter a part of the property. All replacements and additions shall also be reversit by this Scourtly Instrument all of the foregoing is reterred to a thir security Instrument as the "Property."

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Energy instrument with, creating a forcewer's sharequery and entiry deat, analogie, dead of land or other security instrument, including but not timited to. However's coremant with, creating or basing a forcewer shall promptly discharge any lim which has priority over the Security Instrument for the relief of the selective of the priority over approved by Lender action of the relief of the selective instrument approved by Lender action of original and this Security Instrument and dith respect to which forcewer complies with the provisions of the insurative, preceding seasons) notes Borrower (a) agrees in writing to the payment of the obliquious secured by the individual proceedings and in Lender, (b) contests in good high by, or defends against collegeneous of the individual proceedings which in Lender's upinous operate to prevent the enforcement of the individual to the individual proceeding the limit to this security forcewer (c) secures a law the holder of the ben an appropriate subject to a lient which may attain priority over this Security a structure, actions and proceeding the limit then given the force one at note of the giving of notice.

4. Ifnzard or the Property identity Insprance. Borrower shall keep the improvements now existing or hereafter exceed on the Property identid against lead by five heavils included within the term "extended coverage" and any other hazards including flowly or flowling, for which Lander coquires insurance. This insurance yield be maintained so the smooths and for the people that Lander requires, not to exceed the full replacement cost of the buildings and improvements on the Property. The insurance carrier providing the assignment shall be chosen by Benrower antiquet to Lander's approval which shall not be univarently withouted. If Korrower hills to maintain coverage described share, Lander may, at Lender's option, obtain coverage to protect Lender's rights in the Property in according with his

All insurance policies and cenevally must be apreptible to icended and must include a standard morrgage clause in a fact to a form acceptable to Leader than the first to hold the policies and renewalt a the Leader requires. Borrower that promptly give to Leader follower of paid promiums and renewalt notices. In the

event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postgone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 17 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.

Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan 5. Application; Leaseholds; Condominiums; Planned Unit Developments. Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 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 not permit, or alleged to have permitted, the Property to be used in connection with any illegal activity. In that regard, Borrower shall be in default if any forfeitur, 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. Horrower 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.

If this Security Instrument is on a unit in a condominium or a planned unit levelopment, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

6. 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, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

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Unless tender and Borrower coherence agree in wiring, insurance proceeds shall be applied to remaining or repair of the Property Communed. If the restoration or repair is economically feasible and Leader's security is not becomed, the insurance becomed shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid of frozenter absurbers the Property, or does not answer within 30 days a notice from Linder that the insurance proceeds. Leader may use the proceeds to settle a claim, then Leader may collect the insurance proceeds. Leader may use the proceeds to restore the Property or to fay more recursit by this Security Instrument, whether or not thus due. The 30-day period will begin when the price is given.

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In Protection of Lendon's Rights in the Property. If items to this to perform the covenants and agreements contained in this Security lestranears, or there is a legal proceeding that any significantly affect Lendon's rights in the Property (such as a proceeding in tankingtey, probate, for condemnation or foresiture or to entoric laws or regulations), then Lendon may do and pay for vianewer is necessary to protect the value of the Property and Lendon's rights for the Property and any single secured by a lien which has principly over this Segurity Instrument paying insurance premiums, appearing in court, gaying reasonable adorneys' free and entiring on the Property to make regular. Although Lendor may take action under this paragraph of Lendon does not stay on the fire courty to make regular. Although Lendor may take action under this paragraph of Lendon does not thing in do so.

Any amounts disbursed by Lender under this paragraph 6 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 rate set forth in the Note if permitted by law or, if not, at the highest lawful rate and shall be payable, together with such interest, upon notice from Lender to Borrower requesting payment.

- 7. 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.
- 8. 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 and applied to the amount secured by this Security Instrument. Any excess will be paid to the persons legally entitled to it.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of 'ac monthly payments referred to in paragraph 1 or change the amount of such payments.

- 9. Borrower Not Released; For carance By Lender Not a Waiver. Extensions of the time for payment or modifications of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or to any successor in interest of Borrower, shall not operate to release the liability 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 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 or remedy.
- agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower subject to the provisions of paragraph 17 (B). 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 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, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent and without thereby impairing that Borrower's obligations and liability hereunder.
- 11. Loan Charges. If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges 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 owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.
- 12. Notices. 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

Any annunts disbursed by Lender under the paragraph 5 shall become additional delet of Barrover secured by the Scentity Instrument. Unless increwer and Lender agreed to other remits of payment, these amounts shall bear inveres from the date of disbursersem at the 1912 set forth in the Note of parameted by law of, if not, at the highest from the date of disbursersem at the 1912 set forth in the Note from Lender to Borrower requesting payment.

- Tuspection. Lender or its agent make reasonable opened upon and inspections of the Proporty.
  Londer shall give florrower united at the time of or prior to an inspection apenifying reasonable cause for the inspection.
- S. Condemnators The inspects of any amount for demands, directly, the contempos, direct or consequential, in conficultion with any condemnation or other hidgest of the Property, or for consequence in Heal of translation, are hereby assumed and shall be paid to Leader and applied to the amount sentered by this desurity instructed. Any excess will be paid to the persons legally entitled to it.

If the Property is deadoused by Domesson, or it, and notice by Londer to Borrower flat the condemner offers to miske an award or settle a chiral for damages, therefore high to respond to Lander within 30 days after the date the author is authorized to collect and apply the property, at its appliant the redoctation or everyalt of the Property or to the more extinct by this feature when the notion of the flat Property or to the more extinct by this is not the notion of the

United Lember and Borrower otherwise agree in writing, and application of processes to principal shall not example the doc doc doc doc doc doc analyte for payments referred to in a concept a or change the analyte of such as an analyte of such as an analyte of such as an analyte of such as a such

- Barrower articules of magnization of the sums seen of y this Security instrument graded by Lender for Agrandications of magnization of the sums seen of y this Security instrument graded by Lender for Apricover articular or the articular of the configuration of the successor in interest. Lender shall not be equived to configure around any successor in interest of proceedings against any successor in interest or other as another or an interest of any interest. Any instrument by reason of any dander of the angles by Lender in exercising any right of tensely shall not be a very of or prechale the exercising any right of tensely shall not be a very of or prechale the exercising any right of tensely shall not be a very of or prechale the exercising any right of tensely shall not be a very of or prechale the exercising any right of tensely shall not be a very of or prechale the exercising any right of tensely shall not be a very of or prechale the exercise of any remody.
- 10. Successors and Asagor Round several Lounds benefit the successors and assigns of London and Expressors of this Security (naternant shall fund and benefit the successors and assigns of London and Borrower subject to the previsions of partition of (ii). Correspor's consumers and surcements shall be initiated several. Any Borrower who receiped this standay that Borrower is not execute the Hopers under the terms of this Security Instrument only a morrowy. The name of this Security Instrument and (s) is a tree remail; while any the curve secured by this Security Instrument and (s) agrees that Lender and any other work with regard to extend, modify, forhear or makes any accommodations with regard to the terms of the Note without that Rorrower's consum and without thereby impairing that Rorrower's of ligations and limitity hereunder.
- II. Loun fluttyes. If the non-secured by this Science in an instrument is subject to a law or regulation which sets maximum hose charges and that his or regulation is finally interpreted so that the interest or other loan charges collected in connection with the lean except the peculiars them (a any such interest and/or other loan charges that the collected finite and (b) any such by the amount recessary to reduce the interest and/or other loan charges in the perupited limits and (b) any sums already collected from the therewer which exceeded permitted limits will be refunded to this orbital by reducing the principal twick under the blott or by making in their payment to therefore. If a refund reduce priphip, the refunding will be treaded as a piquid propayment.
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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 12.

- 13. Governing Law; Severability. This Security Instrument shall be governed by federal law, Illinois law and any local law that applies in the place 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.
- 14. Borrower's Copy. Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.
- 15. 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 Bornower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 12 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.
- 16. Hazardous Substances. Bor ower 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 user and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosine, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing assestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Lender's Rights if Borrower Fails to Keep Promises and Agreements. If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (E) or (F) of this paragraph 17 shall occur, Lender, after giving Borrower any timely notice of Borrower's right to cure as may then be required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Borrower personally for the difference between

be given by first clars and to Landor's uddicon stated herein or any other nothers Lender designings by notice in Begrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Horrower or Lender when given as provided in this paragraph 12.

- 13. Gaverhing Laws Severalliffly. This Security Instrument shall be governed by Edismi Inw. Mindle law and any local law that applies in the place in which the Property is located. In the event that any provision or class of this Jecurity Instrument or the Piene recibes wha applicable. Low, such conflict this dot affect inher provisions of this Security Instrument or the Pote Which can be given effect without the conflicting provision. For this conditions of this Security Instrument and the Security instrument and the Security instrument and the Security instrument and the Rote her loclaned to be reverable.
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- 13. Sale of Pieter Change of Loan Surviver. The Force of a partial incomes in the Congregary with this Security Instrustion, may be sold one or more times without prior notice in Borrower. A sale may result in a change in the entity (indown as the "Loan Service") that collects mouthly payments due under the More and this Security Instrument. There aim may be ong in more changes of the Loan Servicer up the deal of the Kote. If there is a cleange of the Loan Servicer is declared in a sale of the Note. If there is a clean applicable line. The notice will be note and address to which payments around be made. The notice will also contain any other information required by applicable to which payments around be made. The notice will also contain any other information required by applicable.
- 16. Hazardons fainstaineas. Borfovor shall not cause or o roa the presence, use, disposal, morage, or selense of app Pararons Substances on or in the Property. Be to ver that not do, nor allow anyong else to do, anything affecting the Property do are lined to be presented to be presented to be appropriate to normal respect to the presence, use, or storage un the Property of somethies of Maraidous Substances that are generally apporated to be appropriate to normal resolution uses and common of the Property.

Borrower shall promptly give Ilender, with a notice of any investigation, claim, demand, lawsoft or exhernaction by any governmental or regulatory agreed in private purp involving the Property and any Hazinchius Substance on Environmental I aw of which Berrings, as actual knowledge. If Borrower learns, or is notified by any governmental or regulatory outsetly and required or other remaination of any Hazindous Substance arresting the Property is necessary, iterrower sun't promptly asteriors at necessary is necessary, iterrower sun't promptly takes at necessary reaccitist actions in accordance with Environmental Law.

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- (7. Lander's Hights if Borpower Falls to Sech Framises and Agreements. If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (C) or this paragraph 17 shall corner. Lander, after giving Borgower any timete native of Borrower's right to core as may that he required by applicable law and Borrower's failure to our within the time period sat feeth in such notice, may require that Borrower pay immediately the entire amount consining uppaid under the Poice and this Security Instrument. This requirement will be called "Immediate Payment in Foll."
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all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of title evidence permitted by applicable law and Rules of Court, and reasonable attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment In Full under this paragraph 17, if:

- (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due;
- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to make any payment required by any senior deed to secure debt, security deed, deed of trust or mortgage encumbering or affecting the Property or Borrower fails to keep any other promise or agreement in any senior deed to secure debt, security deed, deed of trust or mortgage encumbering or affecting the Property; or
- (E) Borrower fails to keep any oil or promise or agreement in this Security Instrument within the time set forth, or if notice is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or
- (F) Any representation made or information given to Lender by Borrower in connection with Borrower's application for this loan is false or misleading in any material respect.
- 18. Assignment of Leases. Borrower hereby assigns to Londer all leases of the Property and all security deposits made in connection with leases of the Property. Upon Lender's point to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph 18, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- 19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent(s) to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent(s), except that Lender shall not be entitled to collect such rents and revenues if and to the extent such rents and revenues are roing collected by the holder of an assignment of rents which has priority over this Security Instrument. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. The assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower, and to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Security Instrument: (i) all rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent(s) on Lender's written demand to the tenant.

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- (B) Hacept in these encounstances in which lederal law enterties recorded, all or say part in the Property, and the Property, is sold in teactioned without tention's principle consoin (as C. Barripper is not a natival present if a beautiful interest is Dorrowier in sold or transferred); or
- (t) On application of figures, two no intro insurance companies becaused to a durings in the State in which the Property is the Property, or and increasing in the Property, or
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- (F) Any representation made or inforce no referent to Leader by Borrower in connection with Borrower's application for this bean is taken to any material respect
- 18. Assignment of Leases. Be rower increby assigns in Leader all leases of the Propertyanid all security defloads in connection with lesses if the Property Crea Leader's notice is Bornaker of Bornawir's breach of any covenant of agreement in this Eventy Franchists. Leader shall have the right to modify agreem of treminate the existing leases and to execute new 2 sees in Leader's sole discretion. As used in this paragraph 18, the word "lease" shall make "sublease" if the Secrety Instrument is on a breschold.
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Borrower has not executed any prior assignment of the rents, except to the holder of a security deed, mortgage, deed of trust or other encumbrance which has priority over this Security Instrument and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 19 which Lender presently has, or any rights to which Lender may become entitled in the future as a result of the release, satisfaction or invalidity of a presently existing assignment of rents.

Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall not cure or waive any default or invalidate any other rights or remedies of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

- abandonment of the Property and at any time thereafter Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due, pursuant to paragraph 19 hereof. However, Lender shall be under no obligation to enter upon, take control of or maintain the Property. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and any receiver shall be liable to account for only those rents actually received.
- 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to dorrower. Borrower shall pay all costs of recordation, if any.
  - 22. Waiver of Homestead. Borrover waives all right of homestead exemption in the Property.
- 23. Use of Property; Compliance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to 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.

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#### Legal Description:

UNIT 236 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BAY COLONY CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT #22400645, AS AMENDED, IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.# 09-16-201-033-1296

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