Home Equity Loan

Mortgage

The many many many many many many many many	, 1895 1	The mortgager
IS READELD O. WILLIAMS AND DORRED C. WILLIAMS, HIS WIFE		("Borrower")
This Socurity Instrument is given to The First National Bank of Chicago		
which is a National Bank organized and existing under the laws of the United	Station	of America,
whose address is One First Barlonal Plaza, Chicago . Allinois 60670 C.	Londor").	Borrower owes
Londor the principal sum of TWENTY THOUSAND AND HO/100		
Dottars (U.S. \$ 20,000,00). This dobt is evidenced by Barrowin's note dat	od the sn	ald) en obil) om
Security (natrument ("Note"), which provides for monthly phyments, with the full dant. If	not paid	onthor, duo and
payable on 04/15/00 This Security Instrument secures to Londer:	(a) the re	payment of the
dobt evidenced by the Note, with Interest, and all renewals, extensions and modificatio		
other sums, with interest, advanced under paragraph 7 to protect the security of this	Security	Instrument: and
(c) the performance of Borrower's coverants and agreements under this Security leater		
this purpose Forrower does hereby mortgage, grant and convey to Lender the folio		
located in <u>cook</u> County, Illinois		,,

LOT 7 IN WARRLY J PETERS GREEN ACRES, BEING A SUBDIVISION OF THE SOUTH HALF OF LOT 1 IN ADAMS SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH RANGE 13, EAST OF THE THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COURT COURTY MICORDIE 的"技术专

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Permanent Tax No.: 24-18-307-023, WOP I'H IL 60482 which has the address of 6824 W CRANDALL ("Property Address"):

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 profus, water rights and stock and all lixtures 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, is the "Property"

BORROWER COVENANTS that Borrower is lawfully selsed of the estate bareby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencum bered, 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. There is a prior mortgage from Borrower to Park IPAL HUTUAL LIFE THE dated 02/24/91 and recorded with the cook County Recorder of ent number 3946051 ("Prior Mortgage") Deeds on 02/26/91 as document number_ ___ ("Prior Mortgage")

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non uniform covenants with limited variations by jurisdiction to constitute a security instrument covering real property

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Application of Payments. Unless applicable law provides otherwise, all payment received by Lender under paragraph 1 shall be applied; first, to accrued interest; second, to past due insurance; third, to current billed insurance, fourth to past due principal, fifth, to current billed principal; sixth, to charges; seventh, to principal due; and last, to accrued but unbilled insurance
- 3. 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. Burrower shall pay them on time directly to the person owed payment. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any fien which has priority over this Security Instrument except for the Prior Mortgage 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 forfeiture of any part of the Property, 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 except for the Prior Mortgage, Lender may give

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Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above with 10 days of the giving of notice.

4. Hazard insurance. Borrower shall keep the improvements now existing or hereafter elected on the Proporty insured against loss by lim, 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 Barrower 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 a cordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard modgage chuse. Lender shall have the right to hold the policies and renewals. If Lender requires, Bottower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Bottower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Botrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not lessened. It the destoration or repair is not economically feasible or Lender's security would be fessened, the insurance procedus 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 sattle 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 Borrovier otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dute of the morthly payments referred to in paragraph 1 or change the amount of the payments. It under paragraph 20 and Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage at 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.

- 5. Preservation and Maintenance of Property; Borrower's Application; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. 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 16, 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 loans evidenced by the Agreement. If this Security Instrument is on leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 6. Protection of Lender's Rights in the Property. If Borrower talis to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that rank significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation 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 allen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' less and entering or the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to conse

Any amounts disbursed by Lender under this paragraph 6 shall become addition a 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.

- 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 fleu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 sums 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 the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in

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Mortgage

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 bencher in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.

- 10. Successors and Assigns Bound; Joint and Saveral Liability; Co-signers. The coverents and agreements of this Security Instrument shall blind and benefit the successors and resigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's coverants 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, forbein or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law 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 loan charge shall be reduced by the impount 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 return by making the principal owed under the Note or by making a direct payment to Borrower. It returns reduced reduces principal will be treated as a partial propayment without any propayment charge under the Note.
- 12. Legislation Affection, Lander's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lander, at its option, may require immediate pryment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 20. If Londer exercises this option, Londer shall take the steps specified in the second paragraph of priragraph 16.
- 13. Notices. Any notice to Borrows: provided for in this Socurity 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 althess 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 providua for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law: Severability. This Security in argment shall be governed by federal 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 be given effect without the conflicting provision. To this end the previsions of this Security Instrument and the Note are declared to be severable.
- 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. 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 action or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its or lon, require immediate payment in full of all sums secured by this Security Instrument. However, this option shull 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 vinic. 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 actice or demand on Borrower.
- 17. 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 had no acceleration 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 lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower this Security Instrument and the obligations secured hereby shall remain fully effective as is no accultration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.
- 18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall 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.

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As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances—gasoline, kerosene other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is focated that relate to health, safety or environmental protection.

19. No Defaults. The Borrower shall not be in default of any provision of the Prior Mortgage or any other

mortgage secured by the Property.

- 20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration tollowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify (a) the default. (b) the action requated 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 failure to cure the default on or before the date specified in the notice may result in acceleration of the sums socured by this Socurity Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall turther inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure, proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument willbout further demand and may foreclose this Security estrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedier, provided in this paragraph 20, including, but not limited to, reasonable alterneys bees and costs of little evidence.
- 21. Lender in Passess on Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redeription following judicial sale, Lender (in person, by agent of 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. Any rents collected by Lender or the receiver shall be applied first to payment of the cases 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.

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 of 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.

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 the Security Instrument.

× Himset) O Celler	
KENNETH IN WILLIAMS	Borrower
DOREEN C WILLIAMS	Borrower
This Document Prepared By:	MICHAEL CRIDDELL
The First National Bank of Chicago One First National Plaza Suite 0203,	Chicago, 1L 60670 ce Below This Line For Acknowlegment)
STATE OF ILLINOIS, XXIII	County ss:, a Notary Public in and for said county and state, do hereby
1 Me (and congress	, a Notary Public in and for said county and state, do hereby
CONTINUE THE D. WILLIAMS AND DOREEN C	. WILLIAMS, HIS WIFE
appeared before me this day in person	erson(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged that signed and free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, th	11577th day of Moll 1995
My Commission expires	The NI March

Notary Fublic