

# UNOFFICIAL COPY

PREPAID BY AND MAILED TO:

95285472

MIDWEST MORTGAGE SERVICES, INC.  
1961 SOUTH MEYER ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

LOAN # 351285

DEPT 01 \$31.50  
109999 TRAN 7912 05/01/95 12121:00  
03925 1 AH \* 95-285472  
COOK COUNTY RECORDER

Lawyers Title Insurance Corporation

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

April 24, 1995

The mortgagor is

CHUCK H. PUPPENHEIM and  
SHARON PUPPENHEIM, his wife, in joint tenancy

("Borrower"). This Security Instrument is given to  
PALOS BANK AND TRUST COMPANY

which is organized and existing under the laws of  
address is 12600 S. HARLEM AVENUE  
PALOS HEIGHTS, IL 60463

THE STATE OF ILLINOIS

, and whose

(Lender). Borrower owes Lender the principal sum of

EIGHTY THOUSAND & 00/100

Dollars (U.S. \$ 80,000.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2010 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

Cook County, Illinois:

LOT 5 IN BLOCK 3 IN ORLAND HILLS, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF  
THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED  
AS DOCUMENT NUMBER 1313375, IN COOK COUNTY, ILLINOIS.

95-01538

which has the address of 13640 RIM ST.  
Illinois 60462

ORLAND PARK  
(Zip Code) ("Property Address");

(Street, City).

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 5/91

6R01D 1990  
VMP MORTGAGE FORMS 090621-7291

Page 1 of 6

Initials CHP  
Date 5/1/95



3512851

3150

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191254

RECEIVED  
FEBRUARY 21 1974  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE  
AT THE ADDRESS SET FORTH ABOVE, WITHIN FIVE DAYS OF THE GIVING OF NOTICE,  
SECURITY INSTRUMENT, LENDER MAY PAY BORROWER A NOTICE DEMANDING THE LEIN OR TAKE ONE OR MORE  
EQUITY INSTRUMENTS, IF LENDER DEFENDS THAT ANY PART OF THE PROPERTY IS SUBJECT TO A LEIN WHICH MAY ATTACH OVER THIS  
PROPERTY INSTRUMENT, OR (C) SECURES FROM THE HOLDER OF THE LEIN AN AGREEMENT SATISFACTORY TO LENDER'S SUPPORTING THE LEIN TO  
PREVENT THE PAYMENT OF THE LEIN, IN, LEGAL PROCEEDINGS WHICH IN THE LENDER'S OPINION OPERATE TO PREVENT THE  
LENDER'S AGAINST ENFORCEMENT OF THE LEIN IN A MANNER UNPRACTICABLE TO LENDER; (B) CONTESTS IN COURT JUDGMENT THE LEIN  
WITNESS TO THE PAYMENT OF THE OBLIGATION SECURED BY THE LEIN IN A MANNER UNPRACTICABLE TO LENDER; (C) AGREES IN  
BORROWER SHALL PROMPTLY DISCHARGE ANY LEIN WHICH HAS PRIORITY OVER THIS SECURITY INSTRUMENT UNLESS BORROWER; (D) AGREES IN

BORROWER MAKES THESE PAYMENTS DIRECTLY; BORROWER SHALL PROMPTLY TURNED TO LENDER RECEIPTS EVIDENCING THE PAYMENTS; IF

PERSON OWNED PAYMENT; BORROWER SHALL PROMPTLY TURNED TO LENDER ALL NOTICES OF AMOUNTS TO BE PAID UNDER THIS PAYMENT; IF  
OBLIGATIONS IN THE MANNER PROVIDED IN PARAGRAPH 2, OR IF IT NOT PAID IN THAT MANNER, BORROWER SHALL PAY THEM ON TIME DIRECTLY TO THE  
WHICH MAY AFFECT PROPERTY OVER THIS SECURITY INSTRUMENT, AND LEASERHOLD PAYMENTS OR RENTALS, IF ANY, BORROWER SHALL PAY THESE  
4. CHARGES, LEINS, BORROWER SHALL PAY ALL TAXES, ASSESSMENTS, CHARGES, FEES AND IMPOSITIONS ATTRIBUTABLE TO THE PROPERTY  
CHARGED, TO INTEREST DUE, TOWNS, TO PERSONAL DUE, AND LAST, TO ANY LATE CHARGES DUE UNDER THE NOTE.

3. APPLICATION OF PAYMENTS. UNLESS APPLICABLE LAW PROVIDED OTHERWISE, ALL PAYMENTS RECEIVED BY LENDER UNDER PARAGRAPHS  
1 AND 2 SHALL BE APPLIED: FIRST, TO ANY PAYMENT DUE UNDER THE NOTE; SECOND, TO LIQUIDATED PAYMENT UNDER PARAGRAPH 2;  
SECURITY INSTRUMENT.

PROPERTY, SHALL APPLY ANY FUNDS HELD BY LENDER AT THE TIME OF ACQUISITION OF SIDE AS A CREDIT AGAINST THE FUNDS RECEIVED BY THIS  
HELD BY LENDER; IF, UNDER PARAGRAPH 2, LENDER SHALL REAPPROPRIATE TO SELL THE PROPERTY, LENDER, PLUS TO THE ACQUISITION OF SIDE OF THE  
UPON PAYMENT IN FULL OF ALL FUNDS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL IMMEDIATELY RETURN TO BORROWER ANY FUNDS  
WORLD PAYMENTS, AT LENDER'S SOLE DISCRETION.

LENDER SHALL MAKE UP THE DEFICIENCY. BORROWER SHALL TURN UP THE DEFICIENCY IN NO MORE THAN TWELVE  
MONTHS HELD BY LENDER; IF, UNDER PARAGRAPH 2, LENDER SHALL REAPPROPRIATE TO SELL THE PROPERTY, PLUS TO THE ACQUISITION OF SIDE OF THE  
THE EXCESS FUNDS IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE LAW; IF THE AMOUNT OF THE FUNDS HELD BY LENDER IN ANY TIME IS  
IF THE FUNDS HELD BY LENDER EXCEED THE AMOUNTS PERMITTED TO BE HELD BY APPLICABLE LAW, LENDER SHALL RETURN TO BORROWER FOR  
LENDER SHALL ADDITIONAL SECURITY FOR ALL FUNDS SECURED BY THIS SECURITY INSTRUMENT.

LENDER SHALL PAY FEES, SHOWING CERTAIN AND DATA TO THE BORROWER AND THE PURPOSE FOR WHICH EACH DEDUCTED TO THE FUNDS WAS  
MADE. THE FUNDS ARE DEDUCED AS ADDITIONAL SECURITY FOR THE FUNDS SECURED BY THIS SECURITY INSTRUMENT.  
LENDER MAY AGREE IN WRITING, HOWEVER, THAT INTEREST SHALL BE PAID ON THE FUNDS, LENDER SHALL GIVE TO BORROWER, WITHOUT CHARGE, AN  
AMOUNT ACCORDING TO THE EXCESS PAYABLE LAW PROVIDED OTHERWISE. UNLESS AN AGREEMENT IS MADE OR APPLICABLE LAW  
LENDER MAY AGREE IN WRITING, HOWEVER, THAT INTEREST SHALL NOT BE PAID ON THE FUNDS AND THE BORROWER SHALL PAY  
INTERESTS PAYABLE TO THE BORROWER FOR ONE-EIGHTH OF THE AMOUNT OF THE FUNDS AND APPLICABLE LAW PERMITS LENDER TO MAKE SUCH A CHARGE.  
HOWEVER, UNLESS LENDER MAY REQUIRE BORROWER TO PAY A ONE-EIGHTH INTEREST FOR AN INDEPENDENT REASON, BORROWER AND  
LENDER IN CONVENTION WITH THIS LOAN, UNLESS APPLICABLE LAW PROVIDES OTHERWISE, UNLESS AN AGREEMENT IS MADE OR APPLICABLE LAW  
LENDER, UNLESS LENDER MAY REQUIRE BORROWER TO HOLD FOR HOLDING AND APPLICABLE LAW PERMITS LENDER TO MAKE SUCH A CHARGE.  
THE BORROWER, UNLESS LENDER MAY REQUIRE BORROWER TO HOLD FOR HOLDING AND APPLICABLE LAW PERMITS LENDER TO MAKE SUCH A CHARGE,  
LENDER, UNLESS LENDER IS SUCH AN INSTITUTION OR IN ANY FEDERAL HOME LOAN BANK, LENDER SHALL APPLY THE FUNDS TO PAY THE BORROWER  
LENDER, OR LENDER IS SUCH AN INSTITUTION OR IN ANY FEDERAL HOME LOAN BANK, LENDER SHALL PAY THE FUNDS TO PAY THE BORROWER  
LENDER SHALL BE HELD IN AN INSTITUTION WHICH DEPOSITS ARE INSURED BY A FEDERAL AGENCY, INSTRUMENTALITY, OR ENTITY (INCLUDING  
OTHERWISE IN ACCORDANCE WITH APPLICABLE LAW).

LENDER SHALL PAY FEES, COLLECT AND HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE LESSER OF (A) THE FEDERAL REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974 AS  
AMENDED FROM TIME TO TIME, (B) 11 U.S.C. SECTION 2601 ET SEQ. ("RFSPA"), UNLESS AND OTHER LAW THAT APPLIES TO THE FUNDS SEPARATELY RELATED  
TO THE BORROWER'S EXCERW INCOME UNDER THE FEDERAL REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974 AS  
AMENDED FROM TIME TO TIME, OR (C) THE BORROWER'S EXCERW INCOME UNDER THE MAXIMUM AMOUNT LENDER FOR A FEDERAL  
LENDER MAY, AT ANY TIME, COLLECT AND HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE LESSER OF (A) THE FEDERAL REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974 AS  
AMOUNT OF PAYMENT, (B) IN LIEU OF THE PAYMENT OF INSURANCE PREMIUMS, THESE ITEMS ARE CALLED "BORROWER LEVIES,"  
ANY; (C) YEARLY INADEQUATE INSURANCE PREMIUMS, IF ANY; AND (D) ANY FUNDS PAYABLE BY BORROWER TO LENDER, IN ACCORDANCE WITH THE  
AMOUNT OF PAYMENT OF INSURANCE PREMIUMS, IF ANY; (E) YEARLY INADEQUATE INSURANCE PREMIUMS; (F) YEARLY BORROWER INSURANCE PREMIUMS, IF  
OF FEDERAL FUNDS OF THE PROPERTY, IF ANY; (G) YEARLY INADEQUATE INSURANCE PREMIUMS; (H) YEARLY BORROWER INSURANCE PREMIUMS, IF  
AND ASSESSMENTS WHICH MAY ATTACH PROPERTY OVER THIS SECURITY INSTRUMENT AS A LEIN ON THE PROPERTY; (I) YEARLY LEASEHOLD PAYMENTS  
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  
2. FUNDS FOR TAXES AND INSURANCE. SUBJECT TO APPLICABLE LAW OR TO A WRITTEN WRITER BY LENDER, BORROWER SHALL PAY TO  
PRINCIPAL OF AND INTEREST ON THE DEBT EVIDENCED BY THE NOTE AND ANY PAYMENTS DUE UNDER THE NOTE.

1. PAYMENT OF PRINCIPAL AND INTEREST: PAYMENT AND LATE CHARGES. BORROWER SHALL PROMPTLY PAY WHEN DUE THE  
FUND FORM GOVERNANT. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

THIS SECURITY INSTRUMENT COMBINES SEVERAL INSTRUMENTS FOR INDIVIDUAL USE AND NON-INDIVIDUAL COVENANTS WITH LIMITED  
PURPOSES BY PARTIES TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

BORROWER COVENANTS THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD, BORROWER WARNS AND  
WILL DEFEND GENERALLY THE TITLE TO THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD, BORROWER WARNS AND

ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY."

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL ENSEIGNES, APPURTENANCES, AND  
IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, ALL IMPROVEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT.

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically 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 postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/90  
Title: 5412851

Digitized by srujanika@gmail.com

15. Governing Law and Severability. This Security Instrument shall be governed by the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note is held invalid or unenforceable under 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

14. 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 otherwise specified below. The notice shall be given by deliverying it or by mailing it to the address set forth herein or to Lender's address set forth above or to Borrower or Lender when given as provided in this paragraph.

<http://www.vt.edu/~vtdoc/teach/teach.htm> <http://www.vt.edu/~vtdoc/teach/teach.htm>

13. **Loan charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan under this instrument may exceed the amount necessary to protect the creditor's rights, the creditor shall be permitted until the date of maturity to collect from the debtor only those charges which are permitted by law.

12. **Successors and Assigns; Joint and Several Liability;** (c) **Others.** The coverables and interests of this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverables and interests shall be joint and several. Any Borrower who co-signs this security instrument shall be liable for all amounts due under this Note and the other obligations of this Note.

11. Borrower Not Released; Forfeiture Not a Waiver. Extension of the time for payment or modification of amounts secured by this Security Interest 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 interest. Lender shall not be required to release the sums secured by this Security Interest granted by Lender to any successor in interest of Borrower if any amounts due under this Agreement are not paid when 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 paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation 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 sum secured by this Security Instrument, whether or not due.

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 in which the first market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums 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 partial taking of the Property in which the first 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, the sums shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

10. **(Landmarks).** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby suspended and shall be paid to Landor.

9. Inspection - Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall give forty-eight hours in advance of any inspection.

payments may no longer be required, at the option of Lender, if mortgagor has made coverage (in the amount and for the period due (and/or advances) provided by an insurer approved by Lender again becomes available and is obtained.

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**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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 4 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default 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 if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one 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 due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

55285-772

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

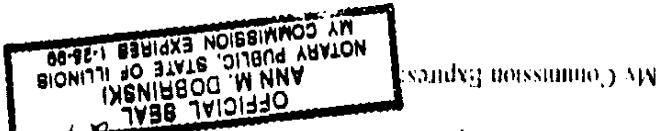
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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 without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Form 3014-990  
6/1/28/91

DAKARROCK TERRACE, IL, 60181  
1901 SOUTH MYERS ROAD, SUITE 300

RE TURN AND RETURN TO: MIDWEST MORTGAGE SERVICES, INC.  
THIS INSTRUMENT WAS PREPARED BY: DENNIFER ROTNER



(Given under my hand and official seal, this day of April, 1995)  
Signed and delivered the said instrument, appeared before me this day in person, and acknowledged that it is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is personally known to me to be the same person(s) whose name(s) are  
(LUCILLE H. PARKER & SHARON PARKER)

a Notary Public in and for said county and state do hereby certify that

LUCILLE H. DOBRINSKI,

STATE OF ILLINOIS, COOK

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

- (Check applicable box(es))
- Adjustable Rate Rider
  - Cordomium Rider
  - Family Rider
  - Fixedrate Uni Development Rider
  - Biweekly Payment Rider
  - Graduated Payment Rider
  - Planned Uni Development Rider
  - Rate Improvement Rider
  - Second Home Rider
  - Other(s) [Specify]
  - V.A. Rider

24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security instrument, the coverages and agreements of this Security instrument as of the rider(s) were a part of this Security instrument. The coverages and agreements of each such rider shall be incorporated into and shall amend and supplement this Security instrument.

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recordation costs.  
22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument

24-5265