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DEF-101 RECORDING

\$33.00

RECORD AND RETURN TO:

ROYAL AMERICAN BANK

1604 COLONIAL PARKWAY

INVERNESS, ILLINOIS 60067

AMERICAN TITLE CO. #95-1645556

COOK COUNTY RECORDER

Prepared by:

VIVIAN SLUGA

INVERNESS, IL 60067

[Space Above This Line For Recording Data]

3101045

MORTGAGE

TIMMIE ECKMULLHA

THIS MORTGAGE ("Security Instrument") is given on MAY 25, 1995, by and between MICHAEL J. MURTHA and TAMARA MURTHA, HUSBAND AND WIFE.

This Security Instrument secures the payment of all sums due and payable by Borrower to Lender under the Note, and the payment of all other amounts due and payable by Borrower to Lender under this Security Instrument.

(Borrower"). This Security Instrument is given to Lender, to secure payment of the debt, in the sum of \$135,200.00,

ROYAL AMERICAN BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1604, COLONIAL PARKWAY, INVERNESS, ILLINOIS 60067 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED AND 00/100 Dollars (\$U.S. \$135,200.00).

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 JUNE 1, 2025.

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, being a portion of the land described in the Deed, dated 12/10/94, in the name of ROYAL AMERICAN BANK, LOT 11 IN BLOCK 7 IN HILL CREST, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 2 AND 7/8THS ACRES). SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION.

Property located in COOK County, Illinois, being a portion of the land described in the Deed, dated 12/10/94, in the name of ROYAL AMERICAN BANK, LOT 11 IN BLOCK 7 IN HILL CREST, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 2 AND 7/8THS ACRES). SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION.

which has the address of 200 NORTH WILLE STREET, OUNT PROSPECT, Illinois 60056, Zip Code ("Property Address"); and is described as follows:

ILLINOIS Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

FMP -6R111 19468

Amended 5/91 4/92 1/93 1/94 1/95 1/96 1/97 1/98 1/99 1/00 1/01 1/02 1/03 1/04 1/05 1/06 1/07 1/08 1/09

VIAF MORTGAGE FORMS - 1800621-7291

Initials JM

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NJM

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Box 69

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1/1/77

DTS 1099

Form 301A 9/90 (replaces)

Form 301A 9/90

Form 301A 9/90 (replaces)

Form 301A 9/90 (replaces)

This Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach prior to this Security instrument, if Lender determines that any part of the Property is subject to a lien or (e) securities from the holder of the lien an assignment satisfactory to Lender's satisfaction to prevent the by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contains in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments, to the person owed payment, Borrower shall promptly furnish to Lender all notes of amounts to be paid under this paragaph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attach priority over this Security instrument, and leaseshold payments of ground rents, if any, Borrower shall pay 4. (Chargers) Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to incur interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security instrument of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sum secured by funds held by Lender; II, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender is made or appliesable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on amounts of the Funds depth to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each without charge, an annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each appliesable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on amounts of the Funds used by Lender in connection with a one-time charge for an independent real estate tax reporting service. Unless an agreement is made or a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service including the Escrow items, unless Lender pays Borrower for holding and applying the Funds, annually analyzing the escrow account, or Escrow items, Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items or otherwise depositors are insured by a federal agency, instrumentality, or entity.

The Funds shall be held in an account otherwise, with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("KESPA"), unless another law applies to the lesser amount sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount related mortgage loan, by reason of Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related items of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." It may: (a) carry insurance premiums, if any, and (c) any sums payable by Borrower to Lender, in accordance with or profound rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums and assessments which may affect this Security instrument as a lien on the Note; (e) yearly leaseshold 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 waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Prepayment and Interest: Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT contains information covering real property.

variations by justly dividing the title to the Property against all claimants and demands, subject to any encumbrances of record.

GRANT AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD, BORROWER WARRENTS

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. 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

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14/7/11

Form 3014 9/90

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Initials: 14/7/11

of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address by the first class mail unless otherwise provided for in this Security Instrument shall be given by deliverying it or by mailing to the Borrower.

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 finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (c) any such loan charge shall be reduced as a partial prepayment without any payment to Borrower. If a refund reduces Prepayment, the reduction will be made under the Note or by making a direct payment to Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment 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.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing to the Borrower.

15. **Prepayment.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

16. **Permitted Liens.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

17. **Borrower's Interest.** Under the terms of this Security Instrument and (b) is not personal obligable to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to amend, modify, replace or

18. **Instrument.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

19. **Successors and Assigns.** Joint and several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and several.

20. **Waiver of Right of Remedy.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

21. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

22. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

23. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

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26. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

27. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

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31. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

32. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

33. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

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37. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

38. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

39. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

40. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

41. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

42. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

43. **Release of Mortgagor.** Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

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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.

15. Governing Law; Severability. This Security Instrument 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 provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any 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) 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 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.

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

the acceleration is caused by a default in the payment of principal or interest or other amounts due under this Security Instrument). The notice shall state the amount of unpaid principal and interest and other amounts due under this Security Instrument, the date of acceleration, and the date by which Borrower must pay the amounts due. DPS 1093

Initials: *JM* *MJW*

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2014-09-09

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Form 3014

9/90

Initials: *JM* *MJW*

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Form 3014 9/90

LAW OFFICES OF GALLAGHER, SULLIVAN & CO., LTD.

ATTORNEYS AT LAW
CHICAGO, ILLINOIS

MAY 26, 1996

RECEIVED
CLERK'S OFFICE
COOK COUNTY CLERK

MY COMMISSION EXPired JUNE 26, 1996

Notary Public

Given under my hand and official seal, this 25 day of May 1995
 signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth,
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **They**,
 personally known to me to be the same person(s) whose name(s)

the MICHAEL J. MURTHA AND TAMARA MURTHA, HUSBAND AND WIFE
 STATE OF ILLINOIS, COOK COUNTY, ILLINOIS, a Notary Public in and for said county and she do hereby certify
 that MICHAEL J. MURTHA AND TAMARA MURTHA, HUSBAND AND WIFE, are the persons described above and that they executed the foregoing instrument in their presence at the time and place stated therein and that they executed it of their own free will and that they did so by their mutual consent.

-Borrower
 (Seal)

-Borrower
 (Seal)

-Borrower
 (Seal)

-Borrower
 (Seal)

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

- [Check applicable boxes]
24. Riders to the 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.
- (a) Adjustable Rate Rider (b) Condominium Rider (c) Family Rider
 (d) Fixed Rate Rider (e) Fixed Development Rider (f) Fixed Improvement Rider
 (g) Fixed Term Development Rider (h) Fixed Improvement Rider (i) Home Rider
 (j) Other(s) [Specify] (k) Second Home Rider

25. Rider(s). Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recording costs.

26. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
27. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument including, but not limited to, reasonable attorney fees and costs of title evidence.
28. Proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existent or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on demand Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the security by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further secure the date of notice the date specified in the notice may result in acceleration of the sums (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and applicable law provides otherwise. The notice shall specify: (a) the date required to cure the default;

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MAY 15 1926

RIDER - LEGAL DESCRIPTION

LOT 11 IN BLOCK 7 IN HILL CREST, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 2 AND 7/8THS ACRES THEREOF) OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 23.5 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE WEST 295.1 FEET OF THE SOUTH 295.1 FEET LYING NORTH OF THE SOUTH 543.0 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER) OF SAID SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1926 AS DOCUMENT NUMBER 9339722, IN COOK COUNTY, ILLINOIS.

03-34-314-021

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Property of Cook County Clerk's Office

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