

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
SOUTH CENTRAL BANK  
AND TRUST COMPANY  
555 WEST ROOSEVELT ROAD  
CHICAGO, ILLINOIS 60607

96762310

Prepared by:  
STEVEN ZIELKE  
CHICAGO, IL 60607

- DEFT-01 RECORDING \$33.00  
T40012 TRN 2261 10/07/96 11:30:00  
\$9504 + ER \*-96-762310  
COOK COUNTY RECORDER

563

## MORTGAGE

33<sup>00</sup>

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 30, 1996. The mortgagor is CAROL ROSS AND JEFFREY ROSS, WIFE AND HUSBAND

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

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 555 WEST ROOSEVELT ROAD CHICAGO, ILLINOIS 60607 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY TWO THOUSAND AND 00/100

Dollars (U.S. \$ 132,000.00).

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 November 1, 2026.

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 1: LOT 2 IN VILLE DU FARC RESUBDIVISION NUMBER 2, BEING A RESUBDIVISION OF LOTS 35, 36, 37, 38, 39, AND 40 IN VILLE DU SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

04-08-402-070-0000

BOX 333-CTI

Street, City,

which has the address of 1418 LORETE LANE, NORTHBROOK  
Illinois 60062 Zip Code ("Property Address");

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

DPS 1089

# UNOFFICIAL COPY

Form 3014 9/90

Page 2 of 6

BRILLIANT  
DPS 1090

Borrower shall pay monthly installments which may attain priority over this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the instrument of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to such other debt or obligation as the Lender deems appropriate; which in the Lender's opinion operates to prevent the Lender from recovering his security instrument of the lien in, legal proceedings, unless (b) contains in good faith the lien to be paid by, or defeats any claim against the instrument secured by the lien in a manner acceptable to Lender; (b) agrees in writing to the payment of the obligation secured by the lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation charged any lien which has priority over this Security instrument; (b) consents in good faith the lien to be paid by, or defeats any claim against the instrument secured by the lien in a manner acceptable to Lender.

(f) Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. (g) Person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person who made the payment provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly these obligations in the manner specified by the Note; second, Borrower shall pay them on time directly which may attain priority over this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay which may attain priority over this Security instrument, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and assessments, assessments, appurtenances, and fixtures now or hereafter erected on the property, and all easements and additions shall also be covered by this Security instrument.

4. **Charges; Items.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to 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 paragraph 2;

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Funds held by Lender at the time of acquisition or sale as a credit against the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the acquisition or sale of the Property, shall apply any Funds held by Lender prior to the payment of amounts payable related to Borrower; any sums secured by this Security instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

utive 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 the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than

for the Escrow items in connection with this loan, unless applicable law provides otherwise. Unless an excess of the Funds held by Lender is used by Lender to pay the Escrow items when due, Lender shall account to Borrower the amount necessary to make up the deficiency in no more than

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.

If the Funds held by Lender in connection with this loan, unless applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

The Funds shall be held in an account whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future

sets a lesser amount. If so, Lender at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds

related mortgage loan may require for Borrower's 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

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

if any); (e) yearly mortgage insurance premiums, if any); and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents of the Property, if any); (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

and assessments which may attain priority over this Security instrument as a lien on the Property; (b) 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 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 Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

fixtures, 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 easements, appurtenances, and

structures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

instrument.

# UNOFFICIAL COPY

563

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

# UNOFFICIAL COPY

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

or payingment charge under the Note.

Borrower. Lender may choose to make this refund by reducing the principal amount 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 without any loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan security instrument is subject to a law which sets maximum loan charges.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with Borrower to the terms of this Security Instrument or the Note without that Borrower's consent.

secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may assign to extend, modify, transfer or sell the terms of this Security Instrument; (b) is not pecuniary damage, collected to pay the sum Borrower's interest in the Property under the terms of this Security Instrument; (a) is co-signing this Security Instrument only to the aggregate, grant and convey that instrument but does not execute the Note; (d) Borrower's co-signs this Security Instrument and serves all. Any Borrower who co-signs this Security

paragraph 17. Borrower's covenants and agreements of Lender and Borrower, subject to the provisions of

Security Instrument shall be joint and several, subject to the provisions of this Security

Accessories and Assigments Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

Accessories in interest. Any forbearance by Lender in exercising any right of Lender shall not be a waiver of or preclude the exercise of any right of remedy.

of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's cumulative proceedings against any successor in interest or refuse to extend to the original Borrower or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower or modified to Lender shall be a waiver of or preclude the exercise of any right of remedy.

11. **Borrower Not Released; Foreclosure Not in Waiver.** Extension of the time for payment or modification

postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

accrued by this Security Instrument, whether or not due.

Lender is authorized to collect and apply the proceeds, if its option, either to restoration or repair of the Property or to the sums awarded or settle a claim for damages, Borrower fails; or respond to Lender within 30 days after the date the notice is given, if the Property is abandoned by Borrower, or if, after notice by Lender, to Borrower that the condemnor offers to make an

be applied to the sums secured by this Security Instrument, whether or not the sums are due.

unless Borrower and Lender otherwise agree in writing of unless applicable law otherwise provides, the proceeds shall be applied to the sums secured immediately before the taking is less than the amount of the sums secured immediately before the fair market value of the Property immediately before the taking is paid to Borrower. In the event of a partial taking of the Property in which the fair

amount of the sums secured immediately before the taking, divided by (1) the fair market value of the Property immediately before the taking, or (2) the amount of the proceeds multiplied by the following fraction: (a) the total

this Security Instrument, shall be reduced by the amount of the proceeds multiplied by the sums secured by Security Instrument immediately before the taking, unless Borrower and Lender otherwise agrees in writing, the sums secured by market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by

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 due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

amount of the Property taken by Lender or any other taking of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

condemnation of other taking of any part of the Property, or for award of claim for damages, direct or consequential, in connection with any

10. **Condemnation.** The proceeds of any condemnation specifying reasonable cause for the inspection.

Borrower notice at the time of or prior to an inspection specifies reasonable cause for the inspection. Lender shall give

inspection, Lender or its agent may make reasonable entries upon and inspect any premises of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

but Lender (requisites) provided by an insurer approved by Lender against insurance coverage (in the amount and for the period

payments may no longer be required, at the option of Lender, to mortgage insurance coverage in the amount and for the period

be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

subsidiarily equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

# UNOFFICIAL COPY

563

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 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

DPS 1093

96262310

# UNOFFICIAL COPY

DPS 1094

Form 3014

9/90

Page 6 of 6

DNR-6(R)(L) (1980)

My Commission Expires:

GIVEN under my hand and official seal, this  
30th day of September, 1996.  
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 persons whose name(s)

CAROL ROSS AND JEFFREY ROSS, WIFE AND HUSBAND

, a Notary Public in and for said county and state do hereby certify  
that **THEIR** signatures  
County of **COOK**

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

CAROL ROSS

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

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 rider shall be incorporated into and amend and supplement  
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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.

21, including. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this judicial  
proceeding. Lender may require immediate payment of all sums  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
or before the date specified in the notice. Lender, at its option, may require immediate payment of all sums  
non-existent or a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured on  
impartial Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the  
sums secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further  
(d) that failure to cure the default; or before the date specified in the notice may result in acceleration of the sums  
(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  
applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default;

# UNOFFICIAL COPY

## RIDER - LEGAL DESCRIPTION

LOT 1: LOT 2 IN VILLE DU PARC RESUBDIVISION NUMBER 2, BEING A RESUBDIVISION OF LOTS 35, 36, 37, 38, 39, AND 40 IN VILLE DU PARC, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO BEING A RESUBDIVISION OF PART OF LOT 1 IN VILLE DU PARC RESUBDIVISION OF LOTS 44 TO 48, A SUBDIVISION OF THE SOUTH EAST 1/4 OF SAID SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1975 AS DOCUMENT NUMBER 23129764, IN COOK COUNTY, ILLINOIS, PLAT OF RESUBDIVISION RECORDED DECEMBER 23, 1975 AS DOCUMENT NUMBER 23333766, IN COOK COUNTY, ILLINOIS AND PLAT OF RESUBDIVISION NUMBER 2, RECORDED JULY 2, 1976 AS DOCUMENT NUMBER 23544316, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE EASEMENTS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23604685, IN COOK COUNTY, ILLINOIS.

04-08-402-070-0000

DPS 049

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office