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GOOK COUNTY

RECORDER

JESSE WHITE

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P. 12/47 NOFFICIAL COP Please Remum To EQUIVANIAGE INC. Attn. Closing Dept., Ste. 300 P.C. Box 4385 Houston, TX 77210-4385

LOAN NO.: 309873

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 4, 1996 The mongagor is JOHN L. BANKS HILL MARY BANKS, HIERAND AND WIFE

("Borrower").

This Security Instrument is given to EQUIVANTAGE INC., a Delaware comporation

which is organized and existing , and whose address is 13111 Northwest Frwy . ,

Delaware under the laws of 3rd Floor, Houston, TX /7040-6311

("Lander").

Borrower owes Lender the principal sum of forty nine thousand six hursdred and NO/100ths

). This deb. is evidenced by Borrower's note dated the same date as this Security 49,600,00 Dollars (U.S. S. Instrument ("Nete"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This law ity instrument secures to Lander: (a) the repayment of the debt evidenced October 1, 2016 by the Note, with interest and other sums owed under the Note such as late charges, and all renewals, extensions and modifications of the Note, (b) the payment of all other s ms, with interest, advanced under paragraphs 2, 5 or 7 to protect the security of 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 door hereby morngage, grant and convey to Lender and Lender's Illinois: successors and assigns the following described property located in County, COOK

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART PERBOF FOR ALL DIESAL FURPOSES.

which has the address of

2201 SPAULDING, (Strutt) ("Property Address");

Illinois

60425-(Zie Code)

Clarts

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, in 5 their with all the improvements now or hereafter erected on the property, and all casements, apputtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

SINGLE FAMILY- (Contrartage)

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Initials: Setted 80055

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Punds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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 and assessments which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground that the Property of any (c) yearly harded or property insurance premiums: (d) yearly flood insurance premiums. If any; (e) yearly assessment which may attain priority over this Security instrument at a near on the Property; (b) yearly teasenoid payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by florrower to Lender, in accordance with the provisions of paragraph mortgage insurance premiums. These items are called "Escrow Items." Londer may, at any time, collect 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Londer may, at any time, collect and hold Funds in an amount act to exceed the maximum amount a lender for a federally related mortgage loan may require for and hold Funds in an amount act to exceed the maximum amount a lender for a federally related mortgage loan may require for an hold Funds in an amount and the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2501 at the CERSPA") unless another law that applies to the Eurode and a leader amount. If on I ander may at any time. Section 2601 et seq. ("RBSPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (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. Lender may not charge Borrower for holding and applying the Funds, ennually analyzing the escrow account, or verifying the Escrow Lender may not charge Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender literas, unless Lender pays Borrower interest on the Funds and 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 used by Lender in connection with may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with may require supplied to be paid, Lender shall not be required to pay Borrower any interest or estainings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all some secured by this Security Instrument, and may be applied to the payment or partial payment of such sums after 30 days prior written accounting if the sum in oversion has not been timely odd by Borrower.

after 30 days prior writer races to Borrower if the sum in question has not been timely paid by Borrower.

If the Funds held w lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amounts of the Funds held by Lender at any time is not 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 the excess funds in accordance with the requirements of applicable saw, if the amount of the Funds held by Lender at any time it not sufficient to pay the Escrow Rems when due, Lender may so notify Borrower in writing, and, in such case Borrower promptly shall pay to Lender the amount necessary to make up the deficiency. Any amounts advanced by Lender to pay Escrow Rems because the Funds are insufficient shall become additional debt of the Borrower secured by this Security Instrument and shall hear interest at the Note rate from the date of dispursement until paid. Porrower shall make up the deficiency promptly.

Upon payment in full of all sums course by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall arrow any Funds held by Lender at the time of acquisition or sale as a greatly account the same secured by this Security Instrument.

shall apply any Funds held by Lender at the time of a quisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first to any prepayment charges the under the Note; second, to amounts advanced by Lender for the protection or maintenance of the Property or Lender's interest in the Property or Lender's interest in the Property or Lender's interest in the Property of Lender's interest i

charges due under the Note.

4. Charges; Liess. Borrower shall pay all taxes, and assuments, charges, three and impositions attributable to the Property which may attain priority over this Security instruments, and leasehold may remain or ground reats, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not peid in that tounder, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly family to Lender all notices of the times to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly family to Lender receipt widencing the payments.

Borrower shall promptly discharge any lieu which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lieu in a manner are prable to Lender; (b) contests in good shift the lieu by, or defends against enforcement of the lieu in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lieu in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lieu in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lieu on the lieu on a general setuation subordinating the lieu to this Security Instrument. the lien; or (c) secures from the holder of the lien an agreement estisfactory to Lorder subordinating the lien to this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may atrue priority over this Security Instrument, Lender have give Sorrower a notice identifying the lien. Borrower shall satisfy the lien or tale one or more of the actions set forth above within that the lien is the lien is the lien in the lien is the lien of the lien or tale one or more of the actions set forth above within the lien is the lien in the lien in the lien is the lien in the lien in the lien is the lien in the lien in the lien is the lien in the lien is the lien in the lien i

5. Hazard or Property Insurance. Borrower shall keep the improvements now evening or hereafter crected on the Property Insurance. Borrower shall keep the improvements now evening or hereafter crected on the Property Insurance against loss by fire, hazards included within the tarm "extended coverage" and any o'mer hazards, including floods or flooding insurance against loss by fire, hazards included within the tarm "extended coverage" and any o'mer hazards, including floods or flooding and carthquakes, for which Leader requires The insurance carrier providing the insurance shall be chosen by Borrower subject to Leader's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Leader maj, it Leader's option, obtain coverage

to protect Lander's rights in the Property in accordance with paragraph ?.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mor gage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to conser all receipts of paid premiums and renewal notices. In the event of loss, florrower shall give prompt notice to the insurance carrier and Lender. Lender

may make proof of loss if not made promptly by Horrower.

Unless Lender and Borrower orderwise 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 accurrity is not lessened. If the less tration 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 institutent, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Froperty, 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 thail not extend or postpons 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 past to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition shall past to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

acquisition.

SINGLE FAMILY. (Equivariance)

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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 falls 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 bankruptey, probate, for condemnation or ferfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is bankruptey, probate, for condemnation or ferfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is panel uptoy, probate, for contamination of terrenate of to enterto laws of regulations), then Lender may do and pay for whatever in 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? Lender does not have to do so.

Any amounts disbursted by Lender under this paragraph? Shail become additional debt of Borrower secured by this Security.

Instrument Union Controlled the Controlled action of the Controlled actions and Lender accounts.

Instrument. Unless bytower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Nice rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Managanes. If Lender required mortgage insurance as a condition of making the loss secured by this Security Instrument. Borrower shall pay the premiuma required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required to obtain coverage insurance coverage required to obtain coverage insurance coverage required to chain an effect, at a cost substantially equivalent to the contrast of the substantially equivalent to the contrast of the

insurance coverage required of Lender impacts of ceases to de in effect, no provided by an insurance previously in effect, at a cost substantially equivalent to the cost to Berrower of the mortgage insurance previously in effect, from an attenuative mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. If mower shall pay to Lender each month a sum equal to one-tweighth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in one-tweighth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in one-tweighth of the yearly mortgage insurance premium as a loss reserve in lieu of mortgage insurance. Loss reserve payments may effect. Lender will accept, use and relain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may effect. Lender required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender required provided by an insurer approved by Lender as his becomes available and it obtained. Borrower shall now the practitums required to provided by an insurer approved by Lenor some becomes available and is obtained. Borrower shall pay the premiums required to maintain morrgage insurance in effect, or to provide a loss reserve, until the requirement for morrgage insurance ends in accordance with any written agreement perween Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection, specifying reasonable cause for the inspection.

16. Condemnation. The proceeds of any a vari or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property. The conveyance in the of condemnation, are hereby assigned and shall be

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 fair market value of the Property immediately before the taking is equal to or preser; than the amount of the sums secured by this Security instrument immediately before 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 of 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 inmediately before the taking, divided by (b) the fair market value of the Property inmediately before the taking. Any balence shall be paid to Borrower. In the event of a partial taking of the Property it, which the fair market value of the Property inmediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be upplied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor effects to make an

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

Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to win cipal shall not extend or positions the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for tayment or modification of 11. amornization of the sums secured by this Security Instrument granted by Londer to any successor in interest of Borrower shall not operate to release the Hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence operate to release the likelity of the original borrower or norrower's successors in interest. Lender shall not be required to commende proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbestance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. 12. Successors and Assigns Bound; Joint and Several Liability; Co-staners. The covenants and agreements of this Security Instrument and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements, shall be joint and several. Any Borrower who coverage this Security Instrument but does not

Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument: (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument of the Note without that Borrower's consent.

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13. Loan Charges. If the can actual by his Security list time it is slojed to all which sets maximum from charges, and that law is finally interpreted to no the store or other charges of the softened in a uncertion with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit. and (b) any sums already collected from Botrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by written notice to Lender. Any notice to Lender shall be given by first class mail it Lender's address stated herein or any other address Lender designates by written notice to Borrower. Any notice provided for in this Security

Instrument shall be deemed to have been given to Borrower to 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 furlidiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable izw, 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. 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 suchs secured by this Security Instrument, subject to any notice required by applicable law and not waived by Borrower. However, this option shall not be exercised by Lender if exercise is probibited by applicable law as of the date of this Security Instrument.

If Lender pare see this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period within which Borrower must pay all terms secured by this Security Instrument. If Borrower falls 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.

- 17. Beinstatement. Linder, at Lender's option, may allow Borrower to reinstate the Loan and thus have enforcement of this Security Instrument discountries at any time before sale of the Property pursuant to any power of sale contained in this Security Instrument or entry of a judgment reforcing this Security Instrument; provided Borrower: (a) pays Londer 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 a reinstatement fee as specified by Lender: and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lander's rights in the Security and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Porrower, this Society Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.
- 18. Sale of Note; Change of Loan Service. 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 florrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Nove and this Security Instrument. There also may be one or more changes of the Loan Servicer narelated to a sale of the Note. If ther: is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applic ple law. The notice will state the name and address of the new Loan Services and the address to which payments should be made. The notice will also contain any other information required by applicable
- 19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on, in or around the Property. Borrower shall not uc, or allow anyone else to de, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences small 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, c'airs, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardo's 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 provincely take all necessary remedial actions

in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined at loxic or hazardous substances by Environmental Law and the following substances: gaseline, kerosene, other flammable or toxic petroleur; pri ducts, toxic petroleurs and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As wed in this paragraph 19. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

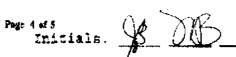
20. Assignments of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder. Borrower hereby assigns to Lender the rems of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 or 21 hereof or

abandonment of the Property, have the right to collect and retain such retain as they become due and payable.

Upon acceleration under paragraph 16 or 21 hereof or abandonment of the Property, Lender, by judicially appointed receiver (or if allowed by applicable law, in person or by agent) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver (or Lender or its agent, if allowed by applicable law) shall be applied first to payment of the roots of management of the Property and collection of rears, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

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SINGLE FAMILY. (Equivariage)



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NON-UNIFORM COVERANT Beneath and Lender further coverant and agree as £00, 560 P. 16.47

NON-UNIFORM COVERANT Beneath and Lender further coverant and agree as £00, 560 P. 16.47

11. Acceleration; Remedia: It inder that give a rice to Jack mer plor a scrib ration following Borrower's breach of any coverant or agreement in this Security instrument that not provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a data, not earlier than the expiration of any notice period required by applicable law, by which the default must be cared; and (d) that failure to care the default on or before the data specified in the notice may result in acceleration of the same secured by this failure to care the default on or before the data specified in the notice may result in acceleration of the same secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cared on or before the data specified in the notice may require immediate navonent in full of all sums secured by this Security date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security 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, reaconable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

22. Release. Here payment of all sums secured by this Security Instrument. Lander shall remove and file a discharge stroemeys ters and costs of this evidence, an or winch shall be adminious stone scentred by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument without charge to Borrower. Borrower shall pay any recordarian costs.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this later to the security Instrument. 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, [Check applicable box(es)] 14 Family Rider Condominium Rider Adjustible Rue Ricer Planned Unit Development Rider Othat(e) [specify] BY SIGNING BELOW, Borrows, scepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: Borrower (Scal) Berrower (Soel) Name Printed Borrower (Stall) Name Printed: -Morrower (Seal) 96793768 (Space Balon This Line for Arizontallyment) CCCK County 98: STATE OF ILLINOIS. The foregoing instrument was acknowledged before me this John & Barker & Harry Greeke S (t) (nerson soknow.edging) Wimess my hand and seal on this care. My Commission Expires: 1-17-22-5 Notary Public OFFICIAL SEAL" Page 5 of 5 SINGLE PAMILY- ILLINOISCE quive mage! MAGDALENA M HERNANDEZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1/18/2000

LOAN NO.: 309873 Application No.: 96-26671

EXHIBIT "A" - LEGAL DESCRIPTION

SEE EXHIBIT MAR ATTACHED HERETO AND MADE A PART HEREOF FOR ALL LEGAL PURPOSES.

LOYS 11 AND 12 IN BLOCK 13 IN MENTORS AND BELLAKI'S MOSTION TO HARVEY, ARING THAT PART OF THE MOSTS PRACTICAL PART OF SECTION 7, COMMERCE 16 MOSTS, RANGE 14, MOSTS OF THE MOSTS PRACTICAL PART OF SECTION 7, COMMERCE 16 MOSTS AND GRAND TRUME RAILERAD RIGHTS OF MEN ENCEPT REGISTRING AT THE SCOTE WEST CONNER OF THE MOSTS 1/2 OF SECTION 7, THENCE SADY, 548.92 FREE OF THE LINEAR BOUNDARY LINE; TEXNOCE MOSTSHAMESTERLY ON THE LINEAR OF THE MOSTS LINE OF THE MOSTS LINE OF THE MOSTS LINE OF THE MOSTS RANGE PROTECTED 7, THENCE SOUTH 1036.96 FRET TO THE FRINT OF REGISTRING OF THE MOSTS HART 1/6 OF THE MOSTS HAST PRACTICABLE. 1/4 OF MICTION 7, TOWNSHIP 36 MOSTS, MARGE 16, LART OF THE TOTAL TRAINING OF THE MOSTS HAST PRACTICABLE. AND OF THE MOSTS HAST PRACTICABLE. AND SECTION 7, TOWNSHIP 36 MOSTS, MARGE 16, LART OF THE TOTAL TRAINING OF THE MOSTS AND THE MOSTS OF MAY RECURDED JUNE 27, 1892 IN BOOK SE FACE 33 AS DOCUMENT NUMBER 16 90 854 CONNECTION TO THE MOSTS WEST 1/4 OF THE MOSTS MEST 1/4 FILED FOR ALGORD ABOUT 29, 1893 AS DOCUMENT NUMBER 16 90 854 CONNECTION TO DOCUMENT NUMBER 18 31 472 IN COCK COUNTY, ILLINGIA.

PIN 29-07-117-031

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LEADER _____ ELAITEN