nis instrument prepared by:			
NICHELE S. STARKS		7 · 1	
ame) 17820 S. HALSTED HOMEWOOD, IL 50430			
idress)			
M			
Les de la constante de la cons			
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		**00014*	
		RECODIN N POSTAGES N	2
	111/22/96	96890324 # 0004 MC#	1
96890324	COOK MENTER		
300000446	10000000000000000000000000000000000000		ļ
OPEN-END MORTGAGE			
Account No. N/A	MARKHAM OFFICE		
97			
THIS OPEN-END MORTGAGE ("Security Instrument") is	avec on NOVEMBER 18	1996	The
THIS OPEN-END MORTGAGE ('Security Instrument') is ortgagor is MARK P. DI SANTO AND CARC (Indicate mental status)	DL L. DI SANTO HIS WIFE.	1996 CINT TENANTS	The wer').
ortgagor is <u>MARK P. DI SANTO AND CARC</u> [Indicate mental status] Its Security Instrument is given to American General Finance Idress is <u>17820 S. HALSTED HOMEWOOD</u>	DL L. DI SANTO HIS WIFE. AS J I, Inc., which is organized and existing under the control of th	(Borro OINT TENANTS ne laws of Delaware, and voic ('Lender'), Borrower may	whose
ortgagor is MARK P. DI SANTO AND CARC (Indexts maintal status) its Security Instrument is given to American General Finance (Idress is 17820 S. HALSTED HOMEWOOD debtedness to Lender in amounts fluctuating from time to the DOLLARS AND NO/100	DL L. DI SANTO HIS WIFE. AS J I, Inc., which is organized and existing under the control of the principal sum of EIGHTEE (U.S.\$ 18,000.00), which	CENTO TENANTS THE LAWS OF DELAWARE, and to is ("Lender"). Borrower may NOTHOUSAND THOUSAND THOUSAND	whose y incur ximum
ortgagor is <u>MARK P. DI SANTO AND CARC</u> (noceste mental status) is Security Instrument is given to American General Finance dress is <u>17820 S. HALSTED HOMEWOOD</u> debtedness to Lender in amounts fluctuating from time to the <u>DOLLARS AND NO/100</u> nount of unpaid loan indebtedness, exclusive of interest, there prover's Revolving Line of Credit Agreement and Disclosure States.	AS J., Inc., which is organized and existing under the principal sum of EIGHTEE (U.S.\$ 18,000.00), which seen, which is secured under this Security Instructatement dated the same date as this Security Instru	OINT TENANTS ne laws of Delaware, and repose ("Lender"). Borrower may N THOUSAND amount constitutes the maniment. This debt is evidence strument ("Note"), which pro-	whose y incur ximum ced by ovides
indigagor is <u>MARK P. DI SANTO AND CARC</u> (nocesta mantal status) is Security Instrument is given to American General Finance dress is <u>17820 S. HALSTED HOMEWOOD</u> debtedness to Lender in amounts fluctuating from time to the state of the	AS J., Inc., which is organized and existing under the principal sum of EIGHTEE (U.S.\$ 18,000.00), which teament dated the same date as this Security Instruction and all renewals, extensions and mathics in the principal sum of EIGHTEE (U.S.\$ 18,000.00).	OINT TENANTS ne laws of Delaware, and repose (Lender). Borrower may N THOUSAND amount constitutes the mainment. This debt is evidence strument (Note), which profinstrument secures to Lender (b) the payment of all other	whose y incur ximum cad by ovides er: (a) sums,
Indicate mental status) is Security Instrument is given to American General Finance dress is 17820 S. HALSTED HOMEWOOD lebtedness to Lender in amounts fluctuating from time to the Country Indicate of Indebtedness, exclusive of interest, there is monthly payments, with the full debt, if not paid earlier, due and prepayment of the debt evidenced by the Note, with interest, as in interest, advanced under paragraph 7 to protect the security reements under this Security Instrument and the Note; and	AS J., Inc., which is organized and existing under the principal sum of EIGHTEE (U.S.\$ 18,000.00), which seen, which is secured under this Security Instructatement dated the same date at this Security Indications; and all renewals, extensions and madifications; if yof this Security Instrument; (c) the performance (d) the unpaid balances of loan advances made.	CINT TENANTS ne laws of Delaware, and representations ('Lender'), Borrower may not ('Lender'), Borrower may not THOUSAND amount constitutes the man ment. This debt is evidence strument ('Note'), which pre- instrument secures to Lender (b) the payment of all other note of Borrower's covenance after this Security Instrum	whose y incur ximum ced by ovides er: (a) sums, te and nent is
is Security Instrument is given to American General Finance dress is 17820 S. HALSTED HOMEWOOD debtedness to Lender in amounts fluctuating from time to the security Instrument is given to American General Finance dress is 17820 S. HALSTED HOMEWOOD debtedness to Lender in amounts fluctuating from time to the security of unpaid loan indebtedness, exclusive of interest, there income is Revolving Line of Credit Agreement and Disclosure Standard in the security payments, with the full debt, it not paid earlier, due and the repayment of the debt evidenced by the Note, with interest, a thinterest, advanced under paragraph 7 to protect the security reements under this Security Instrument and the Note; and clivered to the recorder for record. For this purpose, Borrow venants, to secure the payment of the foregoing indebtedness.	AS J., Inc., which is organized and existing under the principal sum of EIGHTEE (U.S.\$ 18,000.00), which the eon, which is secured under this Security Instrument dated the same date at this Security Instrument all renewals, extensions and multifications; if yof this Security Instrument; (c) the performance of the unpaid balances of loan advances made of Borrower from time to time, the following the content of the principal transfer of the princi	Porto OINT TENANTS ne laws of Delaware, and report (Lender'). Borrower map in THOUSAND amount constitutes the map ment. This debt is evidence strument ('Note'), which pre instrument secures to Lend (b) the payment of all other note of Βοποwer's covenance a after this Security Instrum- lonvey to Lender with mo	whose y incur ximum ced by ovides er: (a) sums, ta and nent is rigage
is Security Instrument is given to American General Finance dress is 17820 S. HALSTED HOMEWOOD debtedness to Lender in amounts fluctuating from time to the security Instrument is given to American General Finance dress is 17820 S. HALSTED HOMEWOOD debtedness to Lender in amounts fluctuating from time to the security of unpaid loan indebtedness, exclusive of interest, there incount of unpaid loan indebtedness, exclusive of interest, there incounts of unpaid loan indebtedness, exclusive of interest, there incounts of unpaid loan indebtedness, exclusive of interest, there incounts are repayment of the debt evidenced by the Note, with interest, a thinterest, advanced under paragraph 7 to protect the security remembers under this Security Instrument and the Note; and inversed to the recorder for record. For this purpose, Borrow evenants, to secure the payment of the foregoing indebtedness of the security Instrument and the Note; and COUNT, Illinois and COUN	AS J., Inc., which is organized and existing under the principal sum of EIGHTEE (U.S.\$ 18,000.00), which seem, which is secured under "its Security Instructatement dated the same date as this Security Instructed payable as provided in the Note. This Security Instructed and all renewals, extensions and madifications; it of this Security Instrument; (c) the performance of the unpaid balances of loan advances made of the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the unpaid balances of loan advances is the security that the securit	OINT TENANTS ne laws of Delaware, and reposit (Lender'). Borrower may Note that the major of the constitutes the major of the constitutes the major of the constitutes the major of the construment (Note'), which project of the payment of all other note of Borrower's covenant of after this Security Instrument of the coverant of the co	whose y incur ximum ced by ovides er: (a) sums, ta and nent is rigage ated in
is Security Instrument is given to American General Finance Idress is 17820 S. HALSTED HOMEWOOD debtedness to Lender in amounts fluctuating from time to the mount of unpaid loan indebtedness, exclusive of interest, there is mountly payments, with the full debt, it not paid earlier, due and erepayment of the debt evidenced by the Note, with interest, at interest, advanced under paragraph 7 to protect the security remembers under this Security Instrument and the Note; and elevered to the recorder for record. For this purpose, Borrow evenants, to secure the payment of the foregoing indebtedness and in the Note; and in the Note is and in the Note; and in the Note is and in the Note; and in the Note is and in the Note; and in the Note is and in the Note; and in the Note is and in the Note; and in the Note is and in the Note; and in the Note; and in the Note is and in the Note; and in the Note is and in the Note; and in the Note is and in the Note; and in the Note is and in the Note; and in the Note is and in the Note; and in the Note is and in the Note; and in the Note is an interest. The Note is an interest in the Note is an interest in the Note is an interest in the Note; and in the Note is an interest in the Note; and in the Note is an interest	AS J. Inc., which is organized and existing under the lime up to the principal sum of EIGHTEE (U.S.\$ 18,000.00), which the principal sum of EIGHTEE (U.S.\$ 18,000.00), which the same does at this Security Instructatement dated the same does at this Security Indications; and all renewals, extensions and madifications; it of this Security Instrument; (c) the performance of the unpaid balances of loan advances modern does hereby mortgage, warrant, grant and less of Borrower from time to time, the following its: MBER 7, THE SOUTH 1/2 OF 6, AND THE WEST 14.45 FEB	OINT TENANTS ne laws of Delaware, and repose (Lender), Borrower may noted (Lender), Borrower may Noted Thousand Thousand Thousand Thousand This debt is evidence strument (Note), which pro- instrument secures to Lende (b) the payment of all other note of Borrower's covenant of after this Security Instrum convey to Lender with mo- tog described property local THE NORTHWEST TOE THE SOUT!	whose y incur ximum ced by ovides er: (a) sums, ta and nent is rigage ated in
Indicate mental status) Its Security Instrument is given to American General Finance Idress is 17820 S. HALSTED HOMEWOOD Idebtedness to Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Indicate	AS J., Inc., which is organized and existing under the principal sum of EIGHTEE (U.S.\$ 18,000.00), which seen, which is secured under this Security Instructatement dated the same date at this Security Instructed and all renewals, extensions and modifications; if yof this Security Instrument; (c) the performance of the unpaid balances of loan advances made of descripting the unpaid balances of loan advances made of descripting the unpaid balances of loan advances made of the unpaid balances of loan advances made of descripting the tollowing the unpaid balances of loan advances made of the unpaid balances of loan advances of loan advance	OINT TENANTS ne laws of Delaware, and residue (Lender), Borrower may not (Lender), Borrower may not (Lender), Borrower may not the property of the management of the management of the property local not the payment of all other note of Borrower's covenant of the payment of all other note of Borrower's covenant of the security Instruming described property local The Morthwest The	whose y incur ximum ced by ovides er: (a) sums, ta and nent is rigage ated in RTH,
Indicate mental status) Its Security Instrument is given to American General Finance Idress is 17820 S. HALSTED HOMEWOOD Idebtedness to Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Lender in amounts fluctuating from time to the Indicate of Indicate	AS J. Inc., which is organized and existing under the principal sum of EIGHTEE (U.S.\$ 18,000.CJ), which is secured under this Security Instrument dated the same date at this Security Instrument all renewals, extensions and multifications; if yof this Security Instrument; (c) the performant of the unpaid balances of loan advances made as of Borrower from time to time, the following: MBER 7, THE SOUTH 1/2 OF 6, AND THE WEST 14.45 FED EAST 1/4 OF SECTION 6, TIPAL MERIDIAN, ACCORDING EGISTRAR OF TITLES OF COOLERN AND THE WEST 17.500.	CINT TENANTS ne laws of Delaware, and re laws of Delaware, and re laws of Delaware, and re laws of Cender'). Sorrower may in THOUSAND amount constitutes the mainent. This debt is evidence strument ('Note'), which produce the laws of Borrower's covenance of Borrower's covenance of Borrower's covenance after this Security Instruming described properly located the laws of the la	whose y incur ximum ced by ovides er: (a) sums, ta and nent is rigage ated in RTH,
Indicate mental status) Inside the mental status of the security Instrument is given to American General Finance and the status of the security Instrument is given to American General Finance and the security Instrument is given to American General Finance and the security Instrument in the security of the security Instrument and Disclosure of the security Instrument and Disclosure of the security Instrument and the Note; and selected to the recorder for record. For this purpose, Borrow ovenants, to secure the payment of the foregoing indebtedness of the security Instrument and the Note; and selected to the recorder for record. For this purpose, Borrow ovenants, to secure the payment of the foregoing indebtedness of the security Instrument and the Note; and selected to the recorder for record. For this purpose, Borrow ovenants, to secure the payment of the foregoing indebtedness ovenants, to secure the payment of the foregoing indebtedness of the security Instrument and the Note; and selected to the security Instrument and the Note; and selected to the recorder for record. For this purpose, Borrow ovenants, to secure the payment of the foregoing indebtedness ovenants, to secure the payment of the foregoing indebtedness ovenants. In OAKWOOD ESTATES UNIT NUTRIES THE SOUTH EAST 1/4 OF SECTION of THE SOUTH EAST 1/4 OF THE SOUTH ANGE 15, EAST OF THE THIRD PRINC EGISTERED IN THE OFFICE OF THE R N SEPTEMBER 3, 1968, AS DOCUMENTAL BORDON OF THE SOUTH ANGE 15, EAST OF THE THIRD PRINC EGISTERED IN THE OFFICE OF THE R N SEPTEMBER 3, 1968, AS DOCUMENTAL BORDON OF THE SOUTH ANGE 15, EAST OF THE THIRD PRINC EGISTERED IN THE OFFICE OF THE R N SEPTEMBER 3, 1968, AS DOCUMENTAL BORDON OF THE SOUTH ANGE 15, EAST OF THE THIRD PRINC EGISTERED IN THE OFFICE OF THE R N SEPTEMBER 3, 1968, AS DOCUMENTAL BORDON OF THE SOUTH ANGE 15 THE SOUTH	AS J. Inc., which is organized and existing under the principal sum of EIGHTEE (U.S.\$ 18,000.00), which is secured under this Security Instrument dated the same date at this Security Instrument date as provided in the Note This Security Indications; if yof this Security Instrument; (c) the performant of the unpaid balances of loan advances mader does hereby mortgage, warrant, grant and less of Borrower from time to time, the following: MBER 7, THE SOUTH 1/2 OF 6, AND THE WEST 14.45 FED EAST 1/4 OF SECTION 6, TIPAL MERIDIAN, ACCORDING EGISTRAR OF TITLES OF COURT LR2408173, IN COOK COURT	CINT TENANTS ne laws of Delaware, and re laws of Delaware, and re laws of Delaware, and re laws of Cender'). Sorrower may in THOUSAND amount constitutes the mainent. This debt is evidence strument ('Note'), which produce the laws of Borrower's covenance of Borrower's covenance of Borrower's covenance after this Security Instruming described properly located the laws of the la	whose y incur ximum cad by ovides er: (a) sums, ta and nent is rigage ated in 1/4 H 1/RTH,
Indicate mental status) Indicate mental status) Inis Security Instrument is given to American General Finance and Indicates is 17820 S. HALSTED HOMEWOOD debtedness to Lender in amounts fluctuating from time to the security of interest, there are no security in the security of indicates, and Disclosure Statement of the debt evidenced by the Note, with interest, as which interest, advanced under paragraph 7 to protect the security remembers under this Security Instrument and the Note; and delivered to the recorder for record. For this purpose, Borrow ovenants, to secure the payment of the foregoing indebtedness of the South East 1/4 of Section of the South East 1/4 of Section of the Note; and Security Instrument and the Note; and County, Illinois of the South East 1/4 of Section of the South East 1/4 of the South East 1/4 of the South Ange 15, East of the Third Prince Egistered in the Office of the R	AS J. Inc., which is organized and existing under the principal sum of EIGHTEE (U.S.\$ 18,000.00), which is secured under this Security Instructed as provided in the Note This Security India and all renewals, extensions and madifications; if yof this Security Instrument; (c) the performant (d) the unpaid balances of loan advances most of the security in the security Instrument; (e) the performant of the unpaid balances of loan advances most of the security in the security i	CINT TENANTS ne laws of Delaware, and re laws of Delaware, and re laws of Delaware, and re laws of Cender'). Sorrower may in THOUSAND amount constitutes the mainent. This debt is evidence strument ('Note'), which produce the laws of Borrower's covenance of Borrower's covenance of Borrower's covenance after this Security Instruming described properly located the laws of the la	whose y incur ximum cad by ovides er: (a) sums, ta and nent is rigage ated in 1/4 H 1/RTH,

__, Page <u>N/A______;</u>

2°%

Prior Instrument Reference: Volume N/A

The control of the second

UNOFFICIAL COPY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalised, mineral, oil and gas rights and profits, water rights and stock and all 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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. Funds for Taxes and Insurance. At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the

payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

 Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied as provided in the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has pricrity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or detends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to blinn which may attain priority over 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 Insurance. Borrower shall loop the improvements now existing or hereafter erected on the Properly insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods and Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be accepiable 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 to the Property damaged, it the restoration or repair is economically teasible and Lender's security is not lessened. If the restoration or repair is not economically teasible of 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 Note whether or not then due. The 50-Jay period will begin when the notice is given.

Unless the Note provides otherwise, 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 payment. If under paragraph 18 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the marger in writing.

7. Protection of Lender's Rights in the Property: Mortgage Insurance. 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's rights in the Property (such an a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessar, 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 if and as permitted by applicable law, 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 be a interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. hispection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Bosrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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



If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to rectoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not operate to release the liability of the original referred to in

paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lander Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason by any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waive of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; 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 Borrower, subject to the provisions of paragraph 16. 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 may 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 or the Note without that Borrower's consent.

12. Loan Charges. If the fran 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 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 Somower 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.

13. Notices, Any notice to Borrower project 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 notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrume it shall be governed by federal law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security insurment 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.

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

16. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or, if a beneficial interest in Borrower is 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 if the exercise of this option by Lender 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

17. Borrower's Right to Reinstate. To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued, Upon reinstatement by Borrower, this Security Instrument and the obligation's secured thereby shall remain fully effective as

if no acceleration had occurred.

18. Acceleration; Remedies. Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the 'DEFAULT; TERMINATION AND ACCELERATION BY LENDER' provision of the Note, Lamber shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 90 days from the date #/e notice is given to Borrower, by which the default must be cured (unless a court having jurisdiction of a foreclosure proceeding involving the Property, shall have made an express written finding that Borrower has exercised Borrower's right to reinstate within the five (5) years immediately preceding the Ending, in which case the cure period shall extend for only 30 days); and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the calcult is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Socurity 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 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law and costs of title evidence.

19. Lender in Possession; Assignment of Rents. Upon acceleration under paragraph 18 or abandonment of the Property, Londer (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be constituting Lender a

'mortgage in possession,' unless Lender shall have entered into and shall remain in actual possession of the Property.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument, Borrower shall pay

any recordation costs but shall not be required to pay any other charges.

21. Advances to Protect Security. This Security instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

UNOFFICIAL COPY



is continued a night of nomesticad in the Property. By signing be	and covenants contained in this Security Instrument and expressly releases and slow,, the spouse of Borrower, has not releasing (and does horeby so release and mortgage) all of such spouse's
sses:	
Andrew Street	(Seal)
of type name below line) ANDREW SLAGER	Borrower MARK P. DI SANTO
Imael Contaneda or type name below line)	Carot Disate (South
H type (wine below line) ISAMEL CASTANEDA	Borrower CAROL D. DI SANTO
E OF ILLINOIS, COUNTY OF WILE	99.
7	\$\$;
0.5	96890324
ELAINE E. SPERA	, a Notary Public in and for said County and State, do hereby certify that
K P. DI SANTO AND CAROL L. DI SAN	NTO, HIS WIFE, AS JOINT TENANTS
(if acknowledged by wife, as well as	hisbru i, add 'his wile' sher wile's name)
ally known to me to be the same personS whose nameS NOVEMBER 1996 i	subscribed to the foregoing instrument, appeared before me this 18th
THEIR	in person, and acknowledged that \underline{T} he \underline{Y} signed and delivered the said
Pent as free and voluntary (highlight)	y act, for the used and ourposes therein set forth.
en under my hand and official seal this day of	. A.D,
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	MALCEAL &
\$	CIAL SEAL STEP SO A CO
NOTA DU DAM	LIC. STATE OF ILLINOIS Notary Public
MY COMMISS	NON EXPIRES, 00/05/99
	Us.