RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: 96110153 QUALITY MORTGAGE USA, INC. 599 (5-01-6) (6-0-3) 137.56 16800 ASION STREET 140014 TRAN 1958 02/09/96 11:38:60 TRVIN<del>H, "CA</del>,92714 经35% 生存化 网络皇帝一生生的生经营 COOK COUNTY RECORDER Apolication No.: P.SHE0184Z Loan No.: 5064065 SPACE ABOVE THIS LINGFOR RECORDING DATA MORTGAGE NOTICE: THE ADJUSTABLE KATE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTERESTRATE AND MONTHLY PAYMENT AMOUNT. THE ADJUSTABLE RATE NOTE ALSO LIMITS THE AMOUNT THAT THE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM INTERESTRATE THAT THE BORROWER MUST PAY. THIS MORTGAGE ("Security Instrument") is made on January 120, 1996 25 LAA. The montager is SHIRLEY SHENAULT ("Borrower"). QUALITY MORTGAGE USA, a California corporation This Security Instrument is given to as mortgagee, which is organized and existing under the laws of the state of and whose address is 16800 ASTON STREET, IRVINE, CA 92714 ("Lender") Borrower owen Lender the principal sum of Fifty Two Thousand Five Hundred and ND/700ths.
This debt is evidenced by Borrower's not lated the same date as this Security Dollars (U.S. \$ 52,500,00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, dur and payable on March 1, 2026 This Security Instrument secures to Londor: (a) the repayment of the debt evidenced by the Note, safe interest, and all renowals, extensions and modifications of the Note; (b) the payment of all other auma, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants, and agreements, and r talk Security Instruments. and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lander's roccessors, and assigned the following described property located in COOK County, Illinola; SEE ATTACHED EXHIBIT "C" HERETO AND MADE A PART HEREOF which has the address of 1133 NORTH AUSTIN BOULEVARD, CHICAGO, IL 60551 ("Proporty Address"); ILLINOIS Page 1 of 7 Borrower Initials

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and tixtures now or hereafter a part of the property. All replacements and additions situal also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Horrower is lawfully soixed of the estate hereby convoyed and has the right to mortgage, grant and convoy the Property and that the Property is unencumbered, except for encumbrances of record. Horrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS INSTRUMENTPREPARED BY: P. Waters and A. Cosnie 16802 Aston Street Jovine, CA 92714

COVENANTS. Horrower and Londor covenant and agree as follows:

1. Payment of Principal and Interest: Propayment and Late Charges. Horrower 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 Taxon and Innurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day month; payments are due under the Note, until the Note is paid in full, a sum ("Punds") for: (a) yearly taxon and antessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property stany; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any suma payable by Borrower to Leader, in accordance with the provisions of paragraph 8, in lieu of the payment of nortgage insurance premiums. These liens are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount under the federal Real Estate Settlement Procedures. Act of 1974, as amended from time to time, 12 U.S.C. \$2501 gived, ("RESPA"), unless another law that applies to the Funds acts a lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Londer 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 Pands shall be held in an anthrition whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is such an institution) of Larry Federal Home Loss Bank. Lender shall apply the Funds to pay the Escrow Rems. Lender may not charge iterrower for holding rad applying the Funds, annually analyzing the excrow account, or verifying the Bacrow ftems unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower in pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Onless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 accurity

for all sums secured by this Security Instrument.

If the Funds held by Londer exceed the amounts permitted to be held by applicable law, Londer shall account to Borrower for the excess. Funds in accordance with the requirements of applicable law. If the amount of the Punds held by Londer at any time is not sufficient to pay the Escrow Items when due, Londer may so mostly borrower in writing, and in such case Borrower shall pay to hender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Londer's cole discretion.

Upon payment in fulfor all sums secured by this Security Instrument, London shall promptly retund to Borrower any Funds hold by London. If, under paragraph 21, London shall acquire or soil the Property, London, prior to the acquisition or sale of the Property, shall apply any Funds hold by London at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Phymonts. Unless applicable law provides otherwise, all (as nems received by Lender under paragraphs 1 and 2 shall be applied in the following order: first, to interest due; second, to principal due; third, to amounts payable under

paragraph 2; fourth, to prepayment charges due under the Note; and Ilith, to any late charges this under the Note.

4. Charges: Lines. Horrower shall perform all of Borrower's obligations under any mongage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Any default to Borrower under any ruch mortgage, deed of trust or other security agreement shall be a default under this Security Instrument and die Note. Borrower shall pay or cause to be paid all taxes, assessments and other correst, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasthold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or, if not paid in that manner, its rower shall pay them on time directly to the person owed payments. Borrower shall promptly fornish to Lender all notices of amounts on he paid under this paragraph 4. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

5. Hazard or Property Insurance. Horrower shall keep the improvements now existing or hereafter eracted on the Property insurance loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or floods for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Insurance carrier providing the insurance shall be chosen by florrower subject to Lender's approval which shall not be unreasonal withheld. If florrower 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 all have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lendar may make proof of loss if not made promptly by Borrower.

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Unless Lender and Borrower otherwise agree in writing, any insurance proceeds shall be applied first to reimburse Londer for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Londer's option, in such order and proportion as it may determine in its sole and absolute discretion, and regardless of any impairment of security or fack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as a Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to nettle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or resture the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Londer 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, I 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 Lember to the extent of the sums secured by this Security Instrument immediately prior to the

acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Londor, then such insurance shall (i) name Londor as loss payee therounder, and (ii) he subject

to the provisions in this paragraph 3.

6. Preservative, Malatenance and Protection of the Property; Berrower's Lean Application; Longebolds. Borrower shall not destroy, damage or in pair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture and in or proceeding, whether nivil or criminal, is begun that in Louder's good faith judgment could result in forfeiture of the Property of otherwise materially impair the flen created by this Security Instrument or Lender's security interest. Horrowermay cure such a default and circulate, 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 Lendor's security interest.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrned before or after the date of this Security Instrument, for Camage or injury to the Property or any part thereof, or in connection with any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument by Lender, or in connection, with or affecting the Property or any part thereof, including causes, of action arising in tort or contract and causes, of action for fraud or concealment of a material fact, wie, at lander's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its or senses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any tellelency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to unforce any such cause of section and may make any compromise or settlement thereof. Burrower agrees to execute such further assignments, and any other instruments as from time of the may be necessary to effectuate the foregoing provisions and as Lender shall request.

Borrower shall also be in default if, during the loan application process. Borrower gave materially false or inaccurate information or statements. to Lender (or failed to provide Lender with any logical information) in connection, with the loan evidenced by the Norm, including, but not fimited to, representations concerning florrowing occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all me provisions of the lease. If Borrower acquires fee title

to the Property, the leasehold and the fee title shall not merge unless. Lender agries in the merger in writing.

7. Protoction of Londer's Rights in the Property, li Borrower fails to posture the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lander's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or forfeiture or to enforce laws or regulations), then conder may do and pay for whatever is necessary to protect the value of the Property and Londer's rights in the Property. Lender; 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, Lever is not required to do so.

Any amounts dishursed by Londer under this paragraph 7 shall become additional dobt of horro ver secured by this Security Instrument. Unless Horrower and Londer agree to other terms of payment, those amounts shall be microst from the date of

dishursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Londor to Borrower

8. Mortgage beauteace. If Londor required mortgage insurance as a condition of making the loan covered by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any texton, the mortgage insurance coverage required by Lender lapses or cease; to be in offect, Horrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage linurance proviously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Londor. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Londor each month a sum equal to one-twelfth of the yearly mortgage. insurance premium being paid by Borrower when the insurance coverage lapsed or coased to be in effect. Lender will accept, use and retain these payments as a loss reserve in fieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurar approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain murtgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ents in accordance with any written agreement between Borrower and Lender of applicable law.

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9. Imspection. Lender or its agent may make reasonable entries upon and inspections of the Proporty. Londer shall give

Horrower notics at the time of or prior to an inspection, specifying reasonable cause for the inspection.

10. Condomnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Proporty, or for conveyance in lieu of condomnation, are hereby assigned and shall be paid to Lender. Londor may apply, use or telease the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Horrower, or if, after notice by Lender to flurrower that the condemnar offices to make an award or settle a claim for damages. Horrower falls to respond to Londor within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this

Security Instrument, whether or not then due.

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

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

11. Borrower Not Released; Purbearance By Londor 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 time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand, made by the original florrower or Borrower's successors, in interest. Any

forbeatance by Lender is exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.

12. Sheccesses and Assigns Bound; John and Heveral Liability; Co-eigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and florrower, subject to the provisions of paragraph 17. Horrower's covenants are a preementa shall be joint and several. Any Borrower who co-signs this Socurity Instrument but does not execute the Note: (a) is configured this Security Instrument only to mortgage, grant and convey that Horrower's interest in the Property under the terms of this Security Instrument; (h) is not personally obligated to pay the sums necured by this Security Instrument; and (c) agrees that Lender and any schor florrower may agree to extend, modify, forbear or make any accommodations with regard

to the terms of this Security Instrument or the Note without that Horrower's consent.

13. Lone Charges. If the loan bendries by this Security Instrument is subject to a law which sets maximum loan charges, and that law is shally interpreted no that the interest or other tone charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan chirgo shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from hear wer which exceeded permitted limits will be refunded to Borrower. Londor 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 repayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided are in this Security Instrument shall be given by delivering it or by mailing it by tirst class must 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 heroin or any other address. Leixler designates by notice or regrower. 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.

15. Geverning Law; Sevacability. This Security Instrument and 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 the 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 Mole are declared to be severable.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The codice shall provide a period of nor less than 30 days from the date the notice is delivered or mailed within which Horrower must but all sums secured by this Security Instrument. If florrower fails to pay these sums prior to the expiration of this period, Lender may involve any remedies permitted by this

Security Instrument without further notice or demand on Borrower.

18. Berrower's Right to Relatito. If Borrower meets certain conditions, Borrower shall have the other 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 (h) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums with 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 als 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 accured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully offective as if no acceleration had occurred, However, this right to reinstate shall not apply in the case of acceleration under paragraph. 17.

19. Suits of Note; Change of Lean 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 Horrower. The holder of the Note and this Security Instrument shall be deemed to be the Lender horeunder. A sale may result in a change in the entity (known as the "Loan Servicer") that collects munthly 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.

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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,

26. Hazardous Bubotances. 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, ahalf 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.

florrower shall promptly give Lender written notice of any investigation, claim, demand, lavauit 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 romediation of any Hazardous Substance affecting the Property is necessary. Borrower that promptly take all necessary semedial actions in accordance with Unvironmental Law. Borrower shall be solely responsible for, shall indepently, defend and hold harmless Lander, its directors, officers, employees, altorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other regained plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, interpened release, discharge, disposel, abatement or presence of Hazardona Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardona Substances, (c) the violation of any Hazardona Substances taw. and (d) any Hazardous Substances claims,

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

21. Acceleration: Stemestes. Conder drail give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security of the most prior to acceleration under paragraphs 17 or 39 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default: (c) a date, not less than 30 days from the date the notice is given to Bosrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice stull further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specifies 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 pursu og the remedies provided in this paragraph 21, including, but not finited to, reasonable attormys' fees and costs of title evidence.

23. Release. Upon payment of all sums socured by this he urity Instrument, Lender shall release this Security Instrument without chargo to Borrower. Horrower shall pay any recordation coats.

23. Waiver of Homostood. Bostower waives all right of home lead exemption in the Property.

24. Request for Notices. Borrower requests that copies of the forces of default and sale be sent to Borrower's address which is the Property Address.

25. Stretcment of Obligation Foe. Leader may collect a fee in an amount in it to exceed the maximum amount, if any, as may from time to time be allowed by law for furnishing any statement of obligation or ray other statement or demand regarding the condition of or balance owing under the Note or secured by this Security Instrument.

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- 26. Adjustable Interest Rate. The Note contains provisions which provide for appeares and decreases in the interest rate and monthly payments. These provisions are incorporated herein by this reference.

  27. Offices. No indebtedness secured by this Security Instrument shall be deemed to have been offset or to be offset or compensated—by all or part of any claim, cause of action, counterclaim, or crossclaim, whether liquidated or unliquidated, which Borrower (or, subject to paragraph 17 of this Security Instrument, any successor to Horrower) now or hereafter may have or may claim to have agamst Lender
- 28. Misroprosentation and Neudinclassics. Horrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes, which this Security Instrument secures. In the event that Burrower has made any material misrepresentation or falled to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtodness, secured by this Security Instrument, irrespective of the maturity on a specified in the Note or notes secured by this Security Instrument, immediately due and payable.
- 29. Time is of the Kasence. Time is of the essence in the performance of each provision of this Security Instrument. 30. Walver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to begin or secured hereby, is hereby waived to the fullest extent permitted by law.
- 31. Modification. This Security Instrument may be readified or amended only by an agreement in writing signed by Harrowst and Lender.
- 32. Captions. The captions and headings at the beginning of each paragraph of this Society Instituted are for the convenience of reference only and will not be used in the interpretation of any provisions of this Security Instrument.
- 33. Construction of the Security Instrument. Burrower and Lender agree that this Security Instrument shall be interpreted in a fair, equal, and neutral manner as to each of the parties.

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Horrower Initials

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34. Miscellaneous. When used in this Security Instrument, the terms "include" or "including" shall mean without limitation by reason of enumeration. In this Security Instrument, whenever the context so requires, the masculine gender includes the ferninme

and/or neuter, and the singular number includes the plural.

35. Reindursement. To the extent permitted by applicable law, Borrower shall reimburse Lender for any and all costs, fees and expenses which Lender may incur, expend or sustain in the performance of any act required or permuted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other nate secured by this Security Instrument or any other tastrument executed by Borrower in connection with the Note or this Security Instrument. To the extent permitted by applicable law, florrower shall pay to Lender its fees in connection, with Londer providing documents, or services arising out of or in connection, with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by florrower in connection with the Note or this Security Instrument.

36. Clarical Revor. In the event Lander at any time discovers, that the Note, any other note secured by this Security Instrument, this Security Instrument, or any other document or instrument executed in connection with this Security Instrument, the Note or any other note secured by this Security Instrument contains an error that was caused by a clerical mistako, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to re-execute any documents, that are necessary to correct any such error(s). Borrower further agrees that Londer willnot be liable to Borrower for any damages, incurred by Borrower

that are directly or increetly extreed by any such error(s).

37. Loss, Scales, Destroyed or Mullisted Security Instrument and Other Documents. In the event of the loss, theft or destruction of the Now any other note secured by this Security Instrument, this Security Instrument or any other documents of instruments executed in connection with this Security Instrument, the Note or any other note secured by this Security Instrument (collectively, the "Loan Do aminis"), upon Borrower's receipt of an indomnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any case Loan Documents, upon Lender's surrender to horrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, descroyed or munisted itom Document and such replacement shall have the same force and effect as the loss, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Luan Document.

38. Assignment of Runts. As additional security hereunder, Borrower hereby assigns to Lander the rents of the Property. Borrower shall have the right to collect and so sin the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security Instrument and Borrower has not

abandoned the Property.

39. Logistics Affecting Lander's Nilly. If ensement or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument uper occasile according to its terms, London, at its option, may require immediate the Note or this Security Instrument uper occasile according to its terms, London, at its option, may require immediate. payment in full of all sums secured by this Security Institution, and may invoke any remedies permitted by paragraph 21 of this Security Institutions.

X If this box is checked, the following paragraph, 40 is knowed to by Horrower:

48. Owner-Occupancy of Sucurity Property. In order to induce Lander to make the loan secured by this Security instrument, Horrower has represented in Lender that the Property will be occupied by Borrower within sixty (60) days following recordation of this Security Instrument and during the twelve (12) months revied immediately following recordation of this Instrument as Borrower's primary residence. Horrower acknowledges (a) that London would not have agreed to make the foan evidenced by the Note or notes secured by this Security Instrument if the Property were not to be owner-occupied, and (b) that the interest rate set forth on the face of the Note and other terms of the loan were determined as a result of Borrower's representation that the Property would be owner-occupied. Borrower further acknowledges that, among other things (i) purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans acquired by such purchasers be owner-occupied, and wide per for purchase loans for which security properties are not owner-occupied, (ii) Lender's ability to sell a loan or an interest in a loan (which it often does in the ordinary course of business) will thereby be impaired where a security property is not owner-occupied, (ill) he risks involved and the costs of bolding and administering a foun are often higher in the case of a loan in which the security property is not owner occupied, and (iv) if and when Lender makes a loan on the security of non-owner occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties. Accordingly, in the event that (a) within sixty (40) days following recordation of this Security Instrument the Property is not occupied by Barrower as Borrower's primary residence, or (b) Borrower does not continuously live in the property for at least twelve (12) months immediately following recordation of this Security instrument, Lender may declare all sums secured by this Security Instrument to be immediately due and payable. The rights of Lender heremoter shall be in addition to any rights of Lender under this Security Instrument or allowed by law.

41. 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 such rider shall be incorporated into and shall amend and supplement the

covenants and agreements of this Security Instrument as if they were a part of this Security Instrument

ı	ļ	Planned	Unit Development	Rider	1	i	Condominium	Rider	ŧ	1	1-4 Family Ri
	1	Rider A	•		Í	•	Rider B				Rider C

Borrower Initials Ald

Page A of 7

ILLINOIS

ILQM0820 (Nev. 1)/30/

Property of Cook County Clerk's Office

BY SIGNING BELOW, Borrower accopts and agrees to the terms () refer(s) executed by Borrower and recorded with it.	and covenants contained in this Security Instrument and in any
S Witnesses:	
Nemmore for all the time that and and and and a confidence of the second and the	Therete Thereself (SEAL)
	SEAL. Bouwer
	Bomwer (SPA).
The state of the s	Bonower
	Homwer .
	(SEAL, Hornwer
(3) Pasetto Heaving	(Shir Acknowledgment)
ILLINOIS Page 7	at 7 (LQM0020 (Rev. 15/30)

Borrower Initials

Property of Coot County Clert's Office



EXHIBIT - LEGAL DESCRIPTION

Lot 38 (except the South 3 feet thereof) and the South 10 feet of Lot 39 in Block 2 in Jenbery's Subdivision of the West 1/2 of the North West 1/4 0) the South East 1/4 of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PINF: 16-05-400-006-0060

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Property of Coot County Clert's Office

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STATE OF TLLINOIS,	Durlage	; •	County ss:	
1. Alua	n da wagana	f*	, a Notary Public in and for	said county and state,
do hereby certify that	Shortes &	henault		
	, personal	lly known to me to	be the same person(s) whose name(s)	ls/wer
subscribed to the terogoi	ng instrument, appear	ed before me this c	lay in person, and acknowledged that	he/sire/lkny-
signed and delivered the	raid instrument as	his/her/thoir	free and voluntary act, for the uses	and purposes therein
set forth.	O/X			
Given under my hi	and and official smal, t	his 29 1/2	day of January	1996
My Commission expires			acin X Jri-	
		4	Notary Public	وانتقالت ) ومدور وحادوا - موسود ۱۳۰۳ (۱۳۰۰ و ۱۳۰۳ و ۱۳۰۰ و ۱۳۰۳ و ۱۳
i Notary I My Con	Processing 1 of a district Decay. Public, State of Illinois away on Expires 7/17/95	· §	Puny C/	
			0,750,	

Property of Coot County Clert's Office