PREPARED BY RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

2000 Baker St, #101 Costa Mesa, CA 92626

Application#: IL011116

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COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDING DATA

MORTGAGE

NOTICE: THE ADJUSTABLE RATE NOTE SECURED BY. THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENT AMOUNT. THE ADJUSTABLE PATE NOTE ALSO LIMITS THE AMOUNT THAT THE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM INTEREST RATE THAT THE BORROWER MUST PAY.

THIS MORTGAGE ("Security Instrumea") is made on

MARCH 1, 1996

The mortgagor is JILL K. TAYLOR

The Security Instrument is given to ONE STOP MORTGAGE, INC.,

A WYOMING CORPORATION

which is organized and existing under the laws of the state of WYOMING address is 200 BAKER STREET, STE 101

COSTA MESA, CA 92626

Borrower owes Lender the principal sum of

NINETY-SEVEN THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 97500.00). This debt is evidenced by Borrower's note dated for pure date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid explicit, due and payable on APRIL 1, 2026 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in

cook

County, Illinois:

("Borrower"),

as mortgagee,

, and whose

("Lender"),

ILLINOIS ARM/FIXED ARM PROGRAM
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UFT #08M2814 10/85
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Borrower's Initials

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Property of Cook County Clark's Office

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LOT 87 IN FAIR CARE UNIT NUMBER 3, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE TEIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERMOF RECORDED MAY 19, 1960 AS DOCUMENT NUMBER 17,859,491, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 261 CREMERIAR LANE, STREAMWOOD, ILLIMOIS

96234993

SEE ATTACHED EXHIBIT "C" HERETO AND MADE APART HEREOF

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which has the address of 204 GREENBRIAN LANE, STREAMWOOD, IL 60107 ("Property Address"):

TOGETHER WIP at the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures row 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 warrants and will defend goverally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covers in 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 one under the Note.
- 2. Funds 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 prictive over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or 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 Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Londer may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a lender for a federall related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. 2601 at seq. ("RESPA"), 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 except his lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditutes 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, amusliy analyzing the eartow account, or verifying the Escrow Items, unless Lander 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 this loan, unless applicable law provides otherwise. Unless 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 Punds. 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 sums secured by this Security Instrument.

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If the Funds held by Londer 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 amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall abquire or sell the Property, Lender, prior to the sequisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition 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 due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

- 4. Charges; Liens. Borrower shall perform all of Borrower's oblightions under any mortgage, deed of trust or other security spreement with a lieu which has priority over this Security Instrument, including Borrower's covenants to make proments when due. Any default by Borrower under any such mortgage, deed of trust or other security agreement civil be a default under this Security Instrument and the Note. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Irst ament and leasehold payments or ground fents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, ox, if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Porrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 4. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender teceipts evidencing the payments.
- 5. Hazard or Property Insurance. do rower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard; included within the term "extended coverage" and any other hazards, including floods or flooding, for which Larger requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The instrance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above. Lender may, at Lender's option, coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lavier and shall include a standard morngage 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 prempt notice to

the insurance carrier and Lender. Lender may make proof of loss if not made precupily by Borrower.

Unless Lender and Borrower otherwise agree in writing, any insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the such insurance proceeds, and then, at Lender'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 lack 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 a soft or 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 lightly from Londer that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Let are may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payce thereunder and (ii) be subject to the provisions of this paragraph 5.

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6. Preservation, Maintenance and Protection of the Property: Borrower's Loan Application: Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

Borrower shall, 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 accrued before or after the date of this Security Instrument, for damage or injury to the reporty or any part thereof, or in connection with any transaction financed in whole or in part by the proceeds of the Mote 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, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lorder who, after deducting therefrom all its expenses, including reasonable attorneys' fees. may apply such proceeds to the sums secured by this Security Instrument or to any deficiency 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 presecute in its pwn name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be nece sary to effectuate the foregoing provisions and as Lender shall request.

Borrower shall also be in default, if ouring the loan application process. Borrower gave materially false or inaccurate information or statements to Lengar for failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. It in a Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrowst acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in willing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a loge, vioceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any start secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys See and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is no required to do so.

Any amounts distursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be pryable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Londer required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, horrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance proviously in effect, at a cost substantially equivalent to the cost to Borrower of the murtgage insurance previously in effect, from an alternate mortgage insurer approved by Londer. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Londo, will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer he required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the oremiums required to maintain mortgage insurance in effect, or to provide a loss reservo, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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.

10. 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. Lender may apply, use or release the condemnation proceeds in the

same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

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 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.

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11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of autoril-ation 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 origins. Borrower or Borrower's successors in interest. Any forbearance 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 Assign: Bound; Joint and Several Liability; Co-signers. agreements of this Security Instrument (nall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Acrrower'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 in 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 or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the peomitted limit; and (b) any sure at eady collected from Borrower 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 Borrowe. 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 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 deligiates 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.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security

Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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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 malled within which Bostower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Londor may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lieu of this Security Instrument, Lender's rights in the or perty and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective at if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under zuragraph 17.

19. Sale of Nute; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. The holder of the Note and this Security Instrument shall be deemed to be the Lender hereunder. A sale may result in a change in the entity (known as the "Loan Servicer") (as collects monthly payments due under the Note and this Security Instrument, There also may be one or more charges of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be gir en written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the large and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower and not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. For ower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized

to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of ear prestigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledgy. L Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary to adial actions in accordance with Environmental Law. Borrower shall be solely responsible for, shall indemnify, duters and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorners' 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 required plan. Access and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, investened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property (6) the transport to or from the Property of any Hazardons Substances, (c) the violation of any Hazardons Substances is a lind (d) any Hazardous Substances claims.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 17 and 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 Borrower, 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

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of the Property. The notice shall 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 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 shitted to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the property.
- 24. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.
- 25. Statement of Obligation Fee. Lender may collect a fee in an amount not to exceed the maximum amount. If any, as may from time to time be allowed by law for furnishing any statement of obligation or any other statement or ceroud regarding the condition of or balance owing under the Note or secured by this Security Instrument.
- 26. Adjustable interest Rate. The Note contains provisions which provide for increases and decreases in the interest rate and monthly rayments. These provisions are incorporated herein by this reference.
- 27. Offsets. No indefitedness secured by this Security Instrument shell 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 Porrower (or, subject to paragraph 17 of this Security Instrument, any successor to Borrower) now or hereafter may have or may claim to have against Lender.
- 28. Misrepresentation and Nondisclosure. Burrower 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 Borrower has made "ay material misrepresentation or failed to disclose any material fact. Lender, at its option and without prior notice or d mand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity data specified in the Note or notes secured by this Security Instrument, immediately due and payable.
- 29. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.
- 30. Waiver of Statute of Limitations. The pleading of this satute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein of recurred hereby, is hereby waived to the fullest extent permitted by law.
- 31. Modification. This Security Instrument may be modified or appropriate only by an agreement in writing signed by Borrower and Lender.
- 32. Captions. The captions and headings at the beginning of each paragraph of this Security Instrument 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. Borrower and Lender agree that this Security Instrument shall be interpreted in a fair, equal and neutral manner as to each of the parties.
- 34. Miscellaneous.: When used in this Security Instrument, the terms "include" or "incit diag" shall mean without limitation by reason of enumeration. In this Security Instrument, whenever the context at Equires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 35. Reimbursement. To the extent permitted by applicable law, Horrower shall reimburse Lender for any and all costs, fees and expenses which Lender may incur, expend or sostain in the performance of any act required or permitted hereunder or by law or in equity or otherwise 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 Borrower in connection with the Note of this Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Lender its fees in connection with Lender 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 Borrower in connection with the Note or this Security Instrument.

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Borrower's Initials:

- 36. Clerical Error. In the event Lender 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 mistake, 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 Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error(s).
- 37. Lost, Stolan, Destroyed or Mutilated Security Instrument and Other Documents. In the event of the loss, theft or destruction of the Note, any other note accured by this Security Instrument, this Security Instrument or any other documents or instruments executed in connection with this Security Instrument, the Note or any other note secured by this Security Instrument (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender's loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan Document and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.
- 38. Assignment of Ray.s. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not executed its rights to require immediate payment in full of the sums secured by this Security Instrument and Borrower has not coardoned the Property.
- 39. Legislation Affecting Lender's Pights. If cusciment or expirstion of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 21 of this Security Instrument.

If this box is checked, the following paragraph 40 is agreed to by Bortower:

40. Owner-Occupancy of Security Property. In order to induce Lender to make the loan secured by this Security Instrument, Borrower has represented to Lender that the Property will be occupied by Borrower within sixty (60) days following recordation of this Security Instrument and during the twelve (12) month period immediately following recordation of this Security Instrument as Borrower's primary registence. Borrower acknowledges (a) that Lender would not have agreed to make the loan 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 for n 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-occurred, and will reject 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 country property is not owner-occupied, (iii) the risks involved and the costs of holding and administering a loan are often bigher in the case of a loan in which the security property is not owner-occupied, and (iv) if and when Lender makes clean 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 (60) days following recordation of this Security Instrument the Property is not occupied by 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 hereunder shall be in addition to any rights of Lender under this Security Instrument or allowed by law.

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Borrower's Initials

initials.

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41. Riders to this Security Instruction together with this Security Instrument, the cashall amend and supplement the covenants Security Instrument.	ovenants and agreement	s of each such rider shall be	has one beteromoral a
[Check applicable bexload] Planned Unit Development Ride Rider A	er Condom	inium Rider 1-4	Family Rider er C
BY SIGNING PELCW, Borrower accepts at and in any rider(s) executed by Borrower and	nd agrees to the terms ar	id covenants contained in th	ds Security Instrument
Witnesses:	All	K Jayla	(Seal)
	JIIA K. T	AYLOR	(Spal) -Banuwer
·	0//		(Seal) Banower
		0,74	(Soal) Barrawar
STATE OF ILLINOIS) COUNTY OF DEFINE)	This Line Reserved For	Acknowledgment)	
1, THE UNDERSIGNED, A NOTARY CERTIFY THAT	TA 101 THE SAME PERSON APPEARED BEFORE ID DELIVERED THE	(S) WHOSE NAME(S) ME THIS DAY IN PER SAID INSTRUMENT AS	SUBSCRIBED SON, AND FREE
GIVEN UNDER MY HAND AND OFFI MY COMMISSION EXPIRES Nota	~~~~	DAY OF MA NOTARY PUBLIC	500, 1996 Small
ILLINOIS ARMIFIXED ARM FROSRAM Laser Forms Inc. (800) 448-3588 LIFY 608M2814 10/65 Page 9 of 5	·····		