96252486

O BY:

OME LOAN CENTER
ICAGO, IL 50875

RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY
50 S. LASALLE STREET
CHICAGO, IL 60876

DEPT-01 RECORDING \$33.50 .4 740011 TRAN 1030 04/03/96 09:19:00 49050 + RV *-95-252486 CORK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Inst.ument") is given on MARCH 08, 1998 MARIA TORRES, NOT MARRIED

. The mortgagor is

THE NORTHERN TRUST COMPANY ("Borrower"). This Security Instrument is given to

STATE OF ILLINOIS which is organized and existing under the laws of CHICAGO, IL 60675 address is 50 S. LASALLE STREET

, and whose

("Lende"). Borrower owes Lender the principal sum of

NINETY-SIX THOUSAND AND 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 98,000,00 Instrument ("Note"), which provides for monthly payments, with the full debt, it put paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt AFRIL 01, 2026 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 S cur ty Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois: COOK

> LOT 4 IN BLOCK 3 IN SECOND ADDITION TO FREDERICK H. BARTLETT'S 63RD STREET INDUSTRIAL DISTRICT IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO. 19-18-426-021which has the address of 6208*N NEENAH, CHICAGO [Zip Code] ("Property Address"); Illinois 60638

(Street, City),

ILLINOIS-Single Femily-FNMA/FHLMC UNIFORM INSTRUMENT Farm 3014 -BR(IL) (9408) YMP MORTGAGE FORMS . (800)521-7291



initials: W

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered

 † by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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 generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

2. 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 priority over this Security Instrument as a lien on the Property; (b) yearly leasehold segments 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." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally 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. Section 2601 et 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 exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current draind reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Extrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Le ider 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 Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as

additional security for all sums secured by this Security Instrument

If the Funds held by Lender exceed the amounts permitted to be had 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, Lancer 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

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 sha'l promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall 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 mounts 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 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 pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. 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 priority 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 defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to

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Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien 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 or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums securid by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Francisty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 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 Lender to the extent of the sums secured by

this Security Instrument immediately prior to the sequisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, uries: Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstarces exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whother civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest, Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs.

Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect, If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

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Expremiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost is substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate 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. Lender will accept, use and retain these payments as a loss reserve in lieu 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 insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market an ie of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the true 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. In the event of a partial taking of the Property in mediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in mediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provider, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 Instrumers, 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; Forbestance By Lender Not . Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Listrument 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 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 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co signs this Security Instrument but does not execute the Note: (a) is co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument 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 or 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 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 Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

riprovided in this paragraph.

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

any remedies permitte (b) 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 coinstatement) 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 occault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be soid one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated ω a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also contain any other information required by applicable law.

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

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lavauit or other action by any governmental or regulatory agency or private party involving the Property and any Tapardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

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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 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, imay require immediate payment in full of all sums secured by this Security Instrument without further demand and Imay foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, 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. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument, the coveramend and supplement the expensions a Security Instrument, (Check applicable)	enants and agreements of toox(es)]	ents of each such rider shall be in his Security Instrument as if the i	ncorporated into and shall rider(s) were a part of this
Adjustable Rate Rider Graduated Payment Rider Balloon Rider	Rate Impro	it Development Rider Biwee vement Rider Second	mily Rider kly Payment Rider I Home Rider
∐ VA Rider	MTS HDER F	ocity) DR COVENANT 22	
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	τ		
BY SIGNING BELOW, Borrowe	r accepts and agro	or to the terms and covenants of	contained in this Security
Instrument and in any rider(s) executed	by Borrower and re	corard with it.	
Witnesses: ,		Main Torres	(Seal)
		MARIA TORRES	-Borrower
		C /	
		0,	(Seal)
		不会	-Borrower
	(Seal)		(Seal)
	-Borrower		-Borrower
STATE OF ILLINOIS,	COOK	County ss:	CO.
I. Mary Ellen Clohert	4 ,:	s Notary Public in and for said co	ounty and state do hereby
I. Mary Ellen Cloherto certify that Maria Torre	S NOT MARR	ren	
•	-, NOI MAKK.	r 7 ii	
		personally known to me to be t	
name(s) subscribed to the foregoing inst She signed and delivered the said			
therein set forth.		_	or the uses and purposes
Given under my hand and official s	eal, this	h day of March	, 1996 .
My Commission Expires:		may 6110,	Indicate.
OFFICIAL S	EAL	Notery Public	way
NOTARY PUBLIC STATE	OHERTY	•	'
-BRILL 194081 LMY EGNANISHON EXE	- O ILLINOIS		Form 3014 9/90

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MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and UNDER agree that notwithstanding anything contained in COVENANT 22 of the MORTGAGE. LPNDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER * gree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

w 4 4	
Maria Jours	(SEAL)
MARIA TORRES	(SEAL) -BORROWER
	(SEAL)
	-CO-BORROWER

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HIS INSTRUMENT WAS PREPARED BY:

96252487

James D. Benson c/o Chicago Title and Trust Company 312-225-2168

171 NORTH CLARK STREET CHICAGO 60601-3294

RELEASE DEED F.217 R1/95

DEPT-01 RECORDING

\$23.50

T00011 TRAN 1030 04/03/96 09:19:00

\$9051 \$ RV *-96-252487

COOK COUNTY RECORDER

Mail
JMB C

KNOW ALL MEN BY THESE PRESENTS. That CHICAGO TITLE AND TRUST COMPANY, a corporation of the State of Illinois, as
Trustee in consideration of one dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby rele se, convey and quit-claim unto

Barbara Ellen Zeller, divorced and not since remarried , the heirs, legal

representatives and assigns of the grantee or grantees he eir, (or if the grantee is a corporation, its successors and assigns) all the right, title, interest, claim, or demand whatsoever it may have acquired in, through or by a certain Trust Deed, recorded (or registered) in the Recorder's Office of, Cook County, in the State of Illinois, as Document Number 24 212 893 to the premises situated in the said County, State of Illinois, described as follows, to-wit:

Lot 417 in Tenth Addition to Burnside's Lakewood Estates, a Subdivision of part of the Northeast % and part of the East % of the Southeast % of Section 33, Township 35 North, Range 13., East of the Third Principal Meridian, in Cook County, Illinois.

P/A: 5112 Imperial Drive Richton Park, IL.

P?N: 31-33-206-010

together with all the appurtenances and privileges thereunto belonging or appertaining.

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

Tel Mark

COUNTY OF COOK STATE OF ILLINOIS, Chicago. STAMOCRO! bas Insbizard-soil Vice-President as Trustee as atoresaid, CHICAGO TITLE AND TRUST COMPANY 96/87/9 (Date) its signed by its Assistant Vice-President, and attested by its Assistant Secretary, and its corporate seal to be hereto affixed.

IN WITNESS WHEREOF, Said CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid, has caused these presents to

caused the corporate seal of said Company to be affixed to said in trument as said Assistant Secretary's own free and voluntary act and said Assistant Secretary then and there acknowledged that and Assistant Secretary, as custodian of the corporate seal of said Company, their own free and voluntary act and as the free and voluits, y act of said Company for the uses and purposes therein set forth; and the Secretary respectively, appeared before me this day in percon and acknowledged that they signed and delivered the said instrument as me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President and Assistant Assistant Vice-President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named

as the free and voluntary act of said Company for the uses and pur oor 2s therein set forth.

Given under my hand and Notarial Seal

Motary Py

My Commission Expline 413/96 Motary Public, State of Illinois Ethel D. Johnson "OFFICIAL SEAL"

ABOVE DESCRIBED PROPERTY HERE INSERT STREET ADDRESS OF FOR INFORMATION ONLY

201 34 47

Dawn Ray :uttA Homewood, IL. 06430 STREET 17900 Dixie Highway #11

Daniel M. Greenberg

CLLX

:OT JIAM []

NAME

[] KECOKDEK.2 OLLICE BOX NAMBEK 323



WARRANTY DEED Statutory (ILLINOIS) (Individual to Individual)

THE GRANTOR(S), BARBARA ZELLER, ALSO KNOWN AS BARBARA ELLEN ZELLER of the City of Rockford, County of State of Illinois for and in

96252488

DEPT-01 RECORDING

\$23.50

89:19:00

52488

O T	consideration of TEN AND NO/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to LYNN K. TAYLOR, MARRIED TO DALE L. TAYLOR, 147	•	#9011 TRAN 1030 04/03/96 09 #9052 # RV # 96-25 COUN COUNTY RECORDER
	Pheasant, Matteson. Illinois 60443		- 50
	*divorced and not since r	emarried	25%
₩	the following described Arti Estate situated in the	County of Cook in the State of Illi	nois, to wit:
1 1	LOT 417 IN TENTH ADDITION TO BURNSID NORTHEAST 1/4, AND PART OF THE EAST NORTH, RANGE 13, EAST OF THE CHIRD PR	1/2 OF THE SOUTHEAST 1/4	OF SECTION 33, TOWNSHIP 35
715	Subject to: General real estate taxes for 1.795 and record.	subsequent years, covenants, cond	litions, restrictions and easements of
	Permanent Real Estate Index Number(s): 31-33-20 Address of Real Estate: 5112 Imperial Drive, Rich		
	hereby releasing and waiving all rights under and b	y virtue of the Homestead Exempt	ion Laws of the State of Illinois.
	DATED this	day of Fel	,1996.
	Barbara Leller		· · · · · · · · · · · · · · · · · · ·
	I RARHARA ZHILIRRIZ	· ·	76252488
	Barbara Ellen Zeele		2/
	BARBARA ELLEN ZELLER		T /

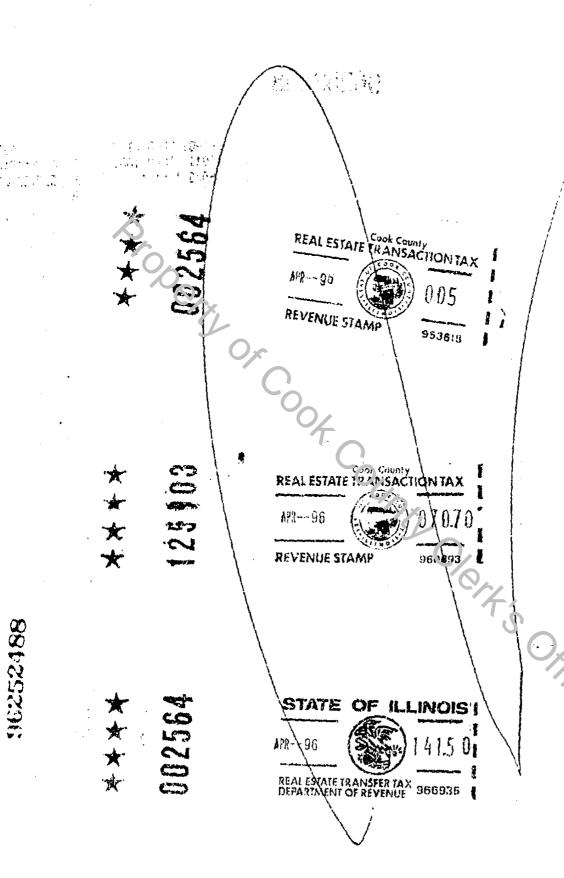
State of Illinois, County of Winnebago ss. I, the Undersigned, a Notary Public in and for said OFFICIAL SEAL County, in the State aforesaid, DO HEREBY CERTIFY that BARBARA ZELLER, ALSO KNOWN AS BARBARA ELLEN ZELLER personally known to me to be the same person(s) CHERYL J HEFTY where name(s) is/are subscribed to the foregoing instrument, appeared whore me this day in notary public, state of ithings on, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her MY COMMISSION EXPIRES: 11/26/11 and voluntary act, for the uses and purposes therein set forth, including the release and

**************************************	estead.		
Given under my hand and official seal, this			
Commission expires ///26, 15	98 Che	NOTARY PUBLIC	of ly.
This instrument was prepared by Law Offices Daniel	M. Greenberg, Charter	red, 17900 Dixie Hwy, F	fornewood, IL 60430
The state of the s			
MAIL TO: Jones DUDAN	TAX BILLS TO:	MS. LYNN K. TAYL	<u>or</u>
18027 Huerman Ave			

doms wood

5112 Imperial Drive

Richton Park, Illinois 60471



96252489

AFTER RECORDING MAIL TO:

DEPT-01 RECORDING \$35.50 T-0011 TRAN 1030 04/03/96 09:19:00 49053 4 RV *-96-252489 COOK COUNTY RECORDER

AP# TAYLOR-96C-5471 LN# 1506080219

MORTGAGE

THIS MORIGAGE ("Security Instrument") is given on March 11, 1996 . The mortgagor is Lynn K. Taylor, Karried to Dale L. Taylor

("Borrower"). This Security Instrument is given to Indy One Mortgage, Div. of Berkshire , which is organized and Mortgage Corporation, A Corporation , and whose address is existing under the laws of Illinois 600 Holiday Plaza Drive, Matteson. IL 60443 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand Dollars and no/100). This debt is evidenced by Borrower's note dated the same date as this (U.S. \$ 100,000.00 Security instrument ("Note"), which provides for monin'y payments, with the full debt, if not paid earlier, 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 . This Security instrument secures to Lender: (a) the of the Note; (b) the payment of all other sums, with interest, edvanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of our rower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois.

LOT 417 IN TENTH ADDITION TO BURNSIDE'S LAKEWOOD ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST 1/4, AND PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLNOIS

P.I.N.#31-33-206/Y01

which has the address of

5112 W. Imperial Drive [Street]

Richton Park [City]

Illinois

60471 [Zip Code] ("Property Address");

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0195/3014(0990)-L Page 1 of 8

Form 3014 9/90

ISC\CMD1IL\\0195\3014(0990)-L · 8 to \$ epsq ILLINOIS-SINGLE FAMILY-FUMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90

at Lender's sole discretion.

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

instrument.

the Funds was made. The Funds are pledged as additional security for all sums spaced by this Security accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual pay Borrower any interest or earnings on the Funds. Borrower and Lender Inc.y agree in writing, however, 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 splicable tax provides otherwise. Unless an agreement is made or applicable tax requires interest to be paid, tander shall not be required to Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless The Funds shall be held in an institution whee; 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

expenditures of future Escrow Items or otherwise in an cordance with applicable law. may estimate the amount of Funds due on the carle of current data and reasonable estimates of Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, account under the federal Real Estate Sert'ement Procedures Act of 1974 as amended from time to time, 12 montgage insurance premiums 's cay; and (f) any sums payable by Borrower to Lender, in accordance with the payment of montgage insurance premiums. These items are called "Escrow Items." Lender may, at say time, collect and hold Funds in an amount not to exceed the called "Escrow Items." Lender may, at say time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a fedure. It is the collect and montgage loan may require for Borrower's escrow (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly tull, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, it any; 2. Funds for laxes 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 Mote, until the Mote is paid in

charges duc under the Note. pay when dies and entroped of and interest on the debt evidenced by the Note and enty prepayment and late

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily

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

property.

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

claims and demands, subject to any encumbrances of record.

encumbrances of record. Borrower warrants and will defend generally the title to the Property against all right to mortgage, grant and convey the Property and that the Property is unencumbered, except for

BOHROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the ".yneqorq" edi

also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as appurtenances, and ibxtures now or hereafter a part of the property. All replacements and additions shall TOGETHER WITH all the Improvements now or hereafter efected on the property, and all easements,

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LN# 1506080219

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 acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the 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 pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or groups rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly fi mish 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 comptly discharge any lien which has priority 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 defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an egreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien 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 or Property Insurance. Por ower shall keep the Improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooring for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair in economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower absorbing the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

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cause for the inspection.

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.

between Borrower and Lender or applicable law.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance overage required by Lender iapsea or casaes to be in effect, for any reason, the mortgage insurance coverage required by Lender iapsea or equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Lender at the mortgage insurance coverage is not avuicable, Borrower abail pay to Lender each mortgage insurance coverage is not avuicable, Borrower abail pay to Lender each mortgage insurance coverage in effect. Lender with a sum equal to one-twelfth of the yearly mortgage insurance. Lender with a succept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Less reserve payments as a loss reserve in lieu of mortgage insurance coverage (in the amount and retain Lender tequired) provided by an insurance approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement reserve, until the requirement for mortgage insurance ends in accordance with any written agreement reserve, until the requirement for mortgage insurance ends in accordance with any written agreement reserve, until the requirement for mortgage insurance ends in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in effect, or to provide a loss reserve, until the requirement to mortgage insurance.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursering at the Note rate and shall be payable, with interest from Lender to Borrower requesting an interest, upon notice from Lender to Borrower requesting an interest, upon notice from Lender to Borrower requesting an interest and shall be payable.

Protection of Legacy's Alghts in the Property. If Borrower falls to perform the covenants and agreements contained in this Decreation of there is legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or fortellure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lander and property. Lender's actions may include paying any sums secured by a lien which her priority over this Security instrument, appearing in court, paying ensurable attorneys' fees and entering or the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to so.

seashold and the fee little shall not merge unless Lender agrees to the merger in writing. Borrower shall comp y with all the provisions of the lease. If Borrower acquires fee title to the Property, the Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, connection ... the loan evidenced by the Note, including, but not limited to, representations concerning information or statements to Lender (or falled to provide Lender with any material information) in shall also by in default it Borrower, during the loan application process, gave materially false or inaccurate matered impairment of the lien created by this Security Instrument or Lender's security interest. Borrower Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling trat, in Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as tadgment could result in iorleiture of the Property or otherwise materially impair the lien created by this default if any torfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in circumatances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair otherwise surees in writing, which consent shall not be unreasonably withheld, or unless extenuating Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lander Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within stay days after the execution of this Security instrument and shall continue to occupy the 6. Occupency, Preservation, Maintenance and Protection of the Property; Borrower's Loan

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LN# 1506080219

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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument Immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is chandoned 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 rune wise 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; Forbeatings By Lender 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 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 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but uoce not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other donower 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 or 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal lowed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

At high paragraph (7) reinstatement by Borrower, this Security Instrument and the obligs: one secured hereby shall remain fully effective as it no acceleration had occurred. However, this right to reincate shall not apply in the case of reasonably require to assure that the flen of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument shall confinue unchanged. Upon any other coverants or agreements; (c) pays all expenses and (d) takes such action as Lender may including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may due under this Security Instrument and the Note as if no conferation had occurred; (b) cures any default of days (or such other period as applicable law mr.y specify for reinstationment) 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 contained in this Porrower; (a) pays Lender all sums which then would be this Security Instrument. right to have anforcement of this Security Institutent discontinued at any time prior to the earlier of: (a) 5 18. Borrower's Right to Reinstate, it Porrower meets certain conditions, Borrower shall have the

without further notice or demand on acrimwer. to the expiration of this period, Lender may invoke any remadies permitted by this Security Instrument Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior provide a period of not less tran 30 days from the date the notice is delivered or malled within which If Lender exercises time option, Lender shall give Borrower notice of acceleration. The notice shall

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

וחפלרעות יידי.

(6) Rostower's Copy. Borrower shall be given one conformed copy of the Note and of this Security

of this Security Instrument or the Note which can be given effect without the conflicting provision. To this and the provisions of this Security instrument and the Note are declared to be severable. Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions law of the jurisdiction in which the Property is located in the event that any provision or clause of this

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

AP# TAYLOR-96C-5471

AP# TAYLOR-96C-5471

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing enbestos 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, existy or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- Borrower's breach of the covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph) 17 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, for eclosure by judicial proceeding and sale 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-extrance 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 entitled 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. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security instrument. [Check applicable bor(ss)]

	Adjustable Rate Rider	Condominium Rider	1-4 Family Riger
	Graduated Payment Rider	Planned Unit Development Rider	Blweekly Payment Rider
	Balloon Rider	Rate Improvement Rider	Second Home Rider
П	Other(s) Isnecify) Y		

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