INTERCOUNTY TITLE

14560

UNOFFICIAL COPY

Prepared by William H Petrson, 4400 Alpha Road, Dallas, Texas 75244-4516

Please Return To:

New America Financial, In

8115 Preston Road #500 Dallas, TX 75225

DEPT-01 RECORDING

\$31.50

96317428

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COOK COUNTY RECORDER

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Loan No.: 2433449

MORTGAGE

THIS MORTGAGE ("Serving Instrument") is given on

April 12, 1996

. The mortgagor is

Beatrice McDuffie, a single Person

This Security Instrument is given to New America Financial, Inc.

whose address is 8115 Preston Road, Suite 500, Dallas, TX 75225

("Lender").

Borrower owes Lender the principal sum of eighty four thousand seven hundred and NO/100ths This debt is evidenced by Borrower's note dated the same date 84,700.00 Dollars (U.S. \$ as this Security Instrument ("Note"), which provides for monthly pryments, with the full debt, if not paid earlier, due and payable . This Security Instrument secures to Lender: (a) the repayment of the debt evidence by the Note, with interest, and all renewals, extensions and modifications of my plote; (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 bor ower does hereby mortgage, grant and convey County, Illinois: to Lender the following described property located in Cook

LOT 33 IN BLOCK 10 IN F. H. BARTLETT'S CENTRAL CHICAGO BRING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 4 AND THE MORTHEAST 1/4 OF TE SOUTH EAST 1/4 OF SECTION 9. TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 19-04-410-004

96347128

which has the address of

4413 South LeClaire Avenue, Chicago Specif

Illinois

60638 Zio Codel

("Property Address");

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 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.

ILLINOIS- Single Pamity - Fannie Mas/Freddle Mac UNIFORM INSTRUMENT

Page 1 of 6

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited THIS SECURITY INSTRUMENT combines uniform covenants for national use and COVENANTS. Borrower and Lender covenant and agree as follows: INIFORM COVENANTS. Borrower and Lender covering real property.

And Interest: Prenavment and Late Charges. Borrower.

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

of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note, the Note in the Note. principal of and interest; Prepayment and Late Charges. Borrower shall promptly pay when applicable law or to a written waiver by Lender. Borrower shall 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to yearly leasehold payments.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to yearly leasehold payments. 2. Funds for Taxes and Insurance by the Note and any prepayment and late charges due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly laxes

Lender on the day monthly payment are flue under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums. or ground rents which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments if any; and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (e) yearly montgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the payment of mortgage insurance premiums. These items are called "Escrow Items." if any: (e) Yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the maximum amount a lender for a federally related Provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amount not to exceed the lesser amount. Lender may or otherwise in accordance vill ar plicable law.

amount. If so, Lender way, at any time, collect and hold Funds in an amount of extremely due on the basis of current data and reasonable estimates of expenditures of future Escrow hears. amount. If so, Lender any, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may the argument of the basis of current data and reasonable estimates of expenditures of future Escrow tiems.

The Funds shall be hely in accordance with a plicable law.

In Funds shall be hely in the institution whose deposits are insured by a federal agency, instrumentality, or entity to pay the The Funds shall be held in institution whose deposits are insured by a federal agency, instrumentality, or entity and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender may not charge Borrower for holding and applying the Funds, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such Escrow Items. Lender may not charge Borrower for his ing and applying the Funds, annually analyzing the escrow account, or pay a one-time cite ge for an independent real estate tax reporting service Verifying the Escrow Items, unless Lender pays Borrower intress on the Funds and applicable law permits Lender to make such with this loan, unless applicable law provides an independent real estate tax reporting service or applicable. a charge. However, Lender may require Borrower to pay a one-time rice gr for an independent real estate tax reporting service to pay Borrower ny inverses an agreement is made or applicable or pay Borrower ny inverses on the Funds. Borrower law requires interest to be Paid, Lender shall not be required to Pay Borrower ny invest or earnings on the Funds Borrower, without

law requires interest to be paid, Lender shall not be required to pay Borrower and accounting of the Funds, showing credits and debits to the Funds and inc purpose for which each debit to the funds. charge, an annual accounting, however, that interest shall be paid on the Func.

The Funds are pledged as additional security for all sums secured by this Security Incrument. Without to the charge, an annual accounting of the Funds, showing credits and debits to the Funds and inc purpose for which each to be held by applicable law, Lender shall account. for the excess Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall accordance with the requirements of applicable law. If the amount of the Funds held by Lender shall accome to Borrower in writing, and, in such case Borrower If the Funds are pledged as additional security for all sums secured by this Security Inc. rumers of applicable law. If the amount of the Funds held by Lender shall accord to Borrower and security for all sums secured by this Security Inc. rumers. for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lnr's at any the deficiency in no more than

time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall make up the deficiency in no more than Toon payments, at Lender's sole discretion, leid by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any any Funds held by Lender shall acquisition or sale as a credit against the sums secured by finds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs payable under paragraphs? 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs of interest due; fourth, to principal due; and last, to any late charges due under the Note. A. Charges; Liens. Borrower shall pay all taxes, assessments, charges due under the Note.

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B. Ch A. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property of the ground rents, if any. Borrower shall pay them on time directly to the Pas in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If

wed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

In the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. wed payment. Botrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph over this Securily Instrument unless Botrower: (a) makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien in the Lender's opinion operate to prevent the

the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien an agreement satisfactory to Lender subordinating the lien to rends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Property is subject to a lien which may attain priority over If the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to a notice identifying the lien. Borrower shall satisfy the lien or take one or strument. If Lender determines that any part of the Property is subject to a lien which may attain priority over shall salisfy the lien or take one or ainst loss by fire, hazards included within the term "extended coverage" and any other hazards, including \$\eta_{000}\$ to the giving of notice. ainst loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods that ch Lender requires included within the term "extended coverage" and any other hazards, including floods that

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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, tobtain 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 secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security 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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> 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use 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, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Bo rower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste or the Property. Borrower shall be in default if any forfeiture action or proceedings, whether civil or criminal, is begun that in Linder'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 forseiture of the borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security instrest. 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in 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 payments.

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 premiums required to obtain coverage substantially 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, from an alternate mortgage insurer approved by Lender. 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. 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

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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

Porrower 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 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 sures 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 his Security instrument whether or not the sums are then due.

If the Property is abandone' 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 payment's referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for 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 Borrover or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest o refi se 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 lended shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liabinity: 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; (t) 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 naking a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prenayment without any trenayment charge. and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan 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 first ctass mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower to Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the 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.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in hit 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 Linstrument. 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

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) only 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 colorinates or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable autorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Letter'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 at 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 Can 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. 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 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 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 use, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sertences 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, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any dazardous 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 is 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 radio three materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that related 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 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 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 attorney's fees and costs of title evidence.

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but only if the fee is paid to a third 23. Waiver of Homestead.	I party for services rendered Borrower waives all right o Instrument. If one or more and agreements of each such	may charge Borrower a and the charging of the f homestead exemption riders are executed by rider shall be incorpor	a fee for releasing this Sec the fee is permitted under in the Property. Borrower and recorded to ated into and shall amend	urity Instrument, applicable law. ogether with this and supplement
Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Planned Unit I Rate Improvem	Development Rider	☐ 1-4 Family Rider ☐ Biweekly Payment ☐ Second Home Rid	
BY SIGNING DELOW. E and in any rider(s) executed by Bo	forrower accepts and agrees for and recorded with it.	to the terms and cover	nants contained in this Sec	curity Instrument
Witnesses:	10x CO4	Beatrice McD	m ^c Off.	(Seal) -Borrower
	<u>-</u> -C)),		(Seal) -Borrower
•		ADIT C/6	^/	(Seal) -Borrower
	town Dates This time		T'S Opposite of the second sec	-Borrower
State of Illinois,		e For Acknowledgment] County s	s:	တ်
	was acknowledged before mo	e this 10th day	or April	, 1996 ,
Jai	cial seal. C.AL SEAL" net Huff lic, State of Illinois 2	Jon	Notary Rublic	

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