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COOK COUNTY RECORDER

DEPT-01 RECORDING

RECORDATION REQUESTED BY:

Marquette National Bank 6316 South Western Ave Chicago, IL 60636

WHEN RECORDED MAIL TO:

Marquetto National Bank 6316 South Western Ave Chicago, IL. 60636

SEND TAX NOTICES TO:

Marquette Nadone Bank 6316 South Western Ave Chicago, iL 60636

Space Above This Line For Recording Data

This Mortgage prepared by:

Karen M. Mivn 8316 S. Western Avenue Chicago, Illinoir 10636

\$33.00

MOFITGAGE

THIS MORTGAGE ("Security Instrument") is given on April 16, 1996. The mortgagor is Spero G. Hyos and Elizabeth J. Hyos, Husband and Wife, as Joint Tenancy ("Borower"). This Security Instrument is given to Marquette National Bank, which is organized and existing under the laws of the United States of America and Whose address is 6316 South Western Ave, Chicago, IL 60636 ("Lander"). Borrower owes Lender the principal sum of One Hundred Forty Thousand & 00/100 Dollars (U.S. \$140,000.00). This debt is evidenced by principal sum of One Hundred Forty Thousand & 00/100 Dollars (U.S. \$140,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note") which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with Interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mo tga je, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 29 IN GALLAGHER AND HENRY'S TINLEY MEADOWS UNIT NO. 6, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 27-24-113-010

which has the address of 7812 Whittington Drive, Tinley Park, Illinois 60477 ("Property Address") and the

Real Property Tax Identification Number of 27-24-113-010; TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, Form 3014 9/90 (page 1 of 6) ILLINOIS-Single Family-Fannic Mac/Freddle Mac UNIFORM INSTRUMENT

BOX 333-CTI

04-16-1996 Loan No 8888

FNMA/FHLMC MORTGAGE (Continued)

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 selsed 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

2. Funds for Takec and Insurance. Subject to applicable law or to a written waiver by Lander, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funde") for: (a) yearly takes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly Deschold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiume; (d) yearly flood insurance premiume, 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 secretar account under the federal Boat Setze federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as arienced from time to time, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless snother law that applies to the Funda arts 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 data and reasonable estimates of succenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose droot its are insured by a federal agency, instrumentality, or entity (Including Lender, if Lender is such an institution) of in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow froms, 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 Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or sernings 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 piedged as additional escurity for all sums secured by

this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. if, under paragraph 21, Lender shall 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 Psyments. 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 of 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:

Page 3 of 6

FNMA/FHLMC MORTGAGE

(Continued)

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) agrees 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 Lender subordinating the lien to this Security Instrument, If Lender determines that any large ement satisfactory to Lender subordinating the lien to this Security Instrument, Lender may give part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give part of the Property is subject to a lien which may attain priority over this Security Instrument. Borrower a notice identifying the ilen. Borrower shall satisfy the ilen or take one or more of the actions set forth shove within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected within the term "extended coverage" and any other

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or nereafter 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 insurance shall be the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be insurance.

All insurance policies and renewale shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have no right to hold the policies and renewals. If Lender requires, Borrower shall promptly the Property in accordance with paragraph 7. give to Lender all receipts of the premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lender may make proof of lose if not made promptly by Borrower.

repair of the Property damaged, their restoration of 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 its sums secured by this Security Instrument, whether or not then due, with any evenes half to Borrows. If Economically feasible or Lender's security would be lessened, the with any excess paid to Borrower. If Borrow shandons the Property, or does not answer within 30 days a notice with any excess paid to sorrower. It sorrower spandons 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 pariod will begin when the notice is given.

Unices 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 neutron of the paragraphs of the paragra of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance

or 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 policies and proceeds resulting from damage to the Property prior to the acquisition.

Security instrument immediately prior to the acquisition.

Society Borrower's Loan Application; and extended the Property as Borrower's principal residence within sixty as Borrower's pri 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, principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, principal residence exist which are beyond which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond 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 fortuning action or properties. 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 for where action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in for siture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may cure materially impair the lien created by this Security instrument or proceeding to be dismissed such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed 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 or the Borrower's interest in the with a ruling that, in Lender's good faith determination, precludes forfeiture or Lender's security interest. Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Property or other material impairment or the lien created by this Security instrument or Lender's security interest. Some materially false of Borrower shall also be in default if Borrower, during the loan application processes any material information) in inaccurate information or statements to Lender (or falled 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 abali not meroe unless Lander agrees to the mercer in writing.

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 falls to perform the covenants and agreements and agreements are the second to the Security Lender's Rights in the Property. 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 Lander's cinitis in the Bronard. I ander's actions may be broken actions may be be because of the property and lander's cinitis in the Bronard. 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

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.

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04-16-1996 Loan No 8838

FNMA/FHLMC MORTGAGE (Continued)

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 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

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

10. Condemnation. (a) proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or cine taking of any part of the Property, or for conveyance in lieu of condemnation, are

hereby assigned and shall be relif to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this contains the sums of a partial taking of 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 and Lander otherwise agree in writing, the sums secured by this security instrument shall be reduced by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market visite of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial triking 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 any and a partial and the property in which the fair market value of the sums secured immediately before the taking. Unless Borrower and Lender otherwise agree in writing of Unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrumer, 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 falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the process, at its option, either to restoration or

repair of the Property or to the sums secured by this Security instrument, whother 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 perception 1 and 2 or change the amount

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument grants by Londer to any successor in interest of Borrower shall not operate to release the liability of the original Borrower of 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 Society Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any typearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Successors and Assigns Bound; Joint and Several Liability; Co-eigners. 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-eigns this Security instrument but does not execute the Note: (a) is co-eigning 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 locil charge shall be reduced to the permitted limits, then: 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

EL04-16-1996

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

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 conflicts with applicable law, such conflict shall not affect other provisions of the security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the security instrument or the Note conflicts with applicable law, such confliction provision. Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of

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

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 lander'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 less sa of the date of this Security Instrument.

If Lender exercises this collon, 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 It strument. If Borrower falls 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

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 to reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; of the 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 accurred. The current states and default of any other acceleration had accurred. conditions are that Borrower: (a) pays Lender at sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this security Instrument, Lender's rights in the Property and Forrower's obligation to pay the sums secured by this Security Instrument and the Security Instrument shall continue unchanged. Upon reinfatoment by Borrower, this Security Instrument to ability affective as it no acceleration had occurred. However, this right to ability affective as it no acceleration had occurred. obligations secured hereby shall remain fully effective as it no necesieration 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 sold one or more times without prior locice 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. In 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 change in the information required by the address to which payments should be made. The notice will also contain the contain the 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, no allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The precising two sentences shall anything affecting the Property that is in violation of any Environmental Law. not apply to the presence, use, or storage on the Property of small quantities of Hazarurus Substances that are

generally recognized to be appropriate to normal residential uses and to maintenance of the reperty.

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

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 aspectos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the liveled lates where the Dronatti le located that relate to health sofety or antironmental protection. Environmental Law. 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

04-16-1996 Loan No 8838

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FNMA/FHLMC MORTGAGE

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Page & of &

under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) under paragraph 17 unless applicable law provides otherwise). The notice shall apeciny: (a) the default; (b) a date, not less than 30 days from the date the notice is given to specified in the notice may result in acceleration of the sums accured by this Security Instrument, right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of acceleration and foreclosure proceeding the non-existence of 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 audicional.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Walver of Hon estead. Borrower waives all right of homestead exemption in the Property.

24. Riders to the Beourity Instrument. If one or more riders are executed by Borrower and recorded together with this Security in trument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplies of the covenants and agreements of this Security instrument as if the rider(s) were Adjustable Rate Rider Condominium Rider

| Graduated Payment Rider Balloon Rider Other(s) [specify] | Condominium Rider Flancat Unit Development Rider Rate Improvement Rider | 1-4 Family Rider Blweekly Payment Rider Second Home Rider |
|---|---|---|
| BY SIGNING BELOW, Borrower instrument and in any rider(s) exe | accepts and agrees to the terms cuted by Borrower and recorded with | and covenants contained in this Security |
| Witnesses: | Same Pile | R. Sociality |
| - Alle | | Spero G. Hyos-Borrower |
| | N. G. C. | (Seal) Elizabeth J. Hyos-Borrower |
| | • | Office Co |

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Page 7 of 6

4-16-1996 .oan No 8838

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