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HER RECORDED, RETURN TO: YKATHOO EDADTEOM CON LTTR: LOAN REVIEW. .o. Box 7098

DEPT-01 RECORDING T40012 TRAN 0457 05/06/96 15:04:00

40007-9869

#8572 # DT - ×-96-342316

\$31.00

COOK COUNTY RECORDER

PREPARED BY

SUSAN KRAKOWSKI ONOROOK TERRICE

(Space Above This Line For Recording Data) MORTGAGE

8687191

THIS MORTGAGE ("Security Instrum (at") is given on APRIL 22, 1996

. The mortgager is

KATHRYN MACK MARRIED TO WATSON JUNES

("Borrower"). This Scourity Instrument is given to

MED MORTGAGE COMPANY.

THE STATE OF DELAWARE

, and whose

which is organized and existing under the laws of address is 800 TOWER DELVE, TROY, MI 48098

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

SEVENTY THREE TROUBAND SEVEN HUNDRED AND 00/100

73, 700.00 ). This debt is evidenced by Borrower's 100 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 . This Security Instrument secures to Leader (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

LOTS 11 AND 12 IN BLOCK 5 IN CALUMET SIBLEY CENTER ADDITION, A SUBDIVISION CY THE SOUTH 1/2 OF SOUTHWEST 1/4 OF THE MORTERAST 1/4 OF SECTION 10, TOWNSRIP 36 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIIDAM, IN COOK COUNTY, ILLINOIS

PIN: 29-10-218-058-0000

which has the address of 14811 CRICAGO ROAD, DOLTON [Zip Code] ("Property Address"); 60419 Illinois

[Street, City],

ILLINOIS-Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014
Amend

BOX 333-CTI

67D-87(IL) (8400) VMP MORTGAGE FORMS 1 (SCO)\$21-7251

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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 select 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 accurity instrument covering real property.

UNIFORM COVENANTS. Borrower and Lander 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 by monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and a sesments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold payment or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance prendules, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Londer, in accordance with the provisions of puragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Evan's 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 eserow account under the federal Real Estate Settlemen. Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law trut applies to the Funds sets a lesser amount. If so, Londor may, at any time, collect and hold Funds in an amount not to exceed the lessor amount. Londer may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable

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 Postower for holding and applying the Funds, annually enalyzing 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, Jonu'er may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lander in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lander 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 crudits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional

If the Funds held by Lender exceed the amounts permitted to be neld by applicable law, Lender shall account to security for all sums secured by this Security Instrument. Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the collectory. Borrower shall make up the

deficiency in no more than twelve monthly payments, at Londer's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lander thul promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, January, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition of sale as a credit against the sums 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londor under secured by this Security Instrument.

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, fince and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold 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 paymont. 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.

pts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) & Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (b) contests in & 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 chloreement of the lien in, legal proceedings which in the Lander'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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ender 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, Londer may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions got forth above within 10 days of the giving of

5. Hazard or Property Insurance. Bottower 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, Tiotico Mincluding 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's approval which shall not be unreasonably withheld. Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph

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

insurance carrier and Dander. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Bortower otherwise agree in writing, insurance proceeds shall be applied to rustoration or repair of the Property damaged, if the restoration or repair is economically feasible and Londer's security is not lessened. If the restoration or repair is not car comically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums accured by this Security Instrument, whether or not then due, with any oxcess 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 of restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will

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 reformed to in paragraphs ) and 2 or change the amount of the payments. If begin when the notice is given. under paragraph 21 the Property is acquired by Lanist, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisitor shall pass to Londer to the extent of the sums secured by this

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Security Instrument immediately prior to the acquisition 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 and relate which are beyond Borrower's control. Borrower not be unreasonably withhold, or unless extranating circumstances, relatively which are beyond Borrower's control. shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure with it 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, procludes forfeiture of the Borrower's interest in the Property of other material impairment of the lien created by this Security Instrument of Lender's security interest. Borrower shall also be in default if Borrower, during the losn 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 less little to the Property, the leasehold and the fee title shall not mergo 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 Londer's rights in the Property (such as a proceeding in bankruptcy, probate, for condomnation or forfeiture or to enforce laws at 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 Scourity 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

8. Morigage Insurance, if Lender required morigage 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 requesting payment. reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

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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 proviously in effect, from an alternate mortgage insurer approved by Londer. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a num equal to one-twelfth of the yearly mortgage insurance premium being peid 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 payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option payments as a loss reserve in lieu of mortgage insurance. paymons as a rose reserve in more or more gage manner and for the period that Lender requires) provided by an insurer of Londer, 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 uffect, 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 with 19, Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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 hen due, with any excess paid to Borrower. In the event of a partial taking of the Property in assigned and shall be paid to Lender. 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 in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately offers the taking, unless Bornwar and Lander 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 abandoned by Borrowat, or if, after notice by Lender to Borrower that the condomnor offers to make an award or settle a claim for damages, Borroy er falls 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

Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or or to the sums secured by this Security Instrument, who her or not then due. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

11. Borrower Not Released; Forbearance By Lender No. 2 Walver, 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 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 Scoulty Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any fore are not by Londer 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-signer. The covenants and agreements of this Security Instrument shall bind and henefit the successors and assigns of Londer and Borrower, subject to the una security materiment and units and temperature and according and assistant of Lemma, and portower, audient of provisions of paragraph 17. Borrower's covernants and agreements shall be joint and several. Any Borrower who co-signs are in the security of paragraph 17. Borrower's covernants 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 Samily Instrument or the

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 Note without that Borrower's consent. 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 Bornswer. 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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by partial prepayment without any prepayment charge under the Note. 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 clars 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 or Lender when given as

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 provided in this paragraph. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 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 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 excreted by Lender if excrete is prohibited by federal law

If Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period as of the date of "L's lecurity Instrument. 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 Socurity Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lander may invoke

any remedies permitted by m's Security Instrument without further notice or demand on Borrowet.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security I strument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of all depoint 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 quies 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 solion as Lander may reasonably require to assure that the lien of the Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Scornity 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 Notes Change of Loan Servicer. The Word or a partial interest in the Note (together with this Security

Instrument) may be sold one or more times without prior rectice to Borrower. A sule may result in a change in the entity (known as the "Loan Sorvicer") that collects monthly payment due under the Note and this Security Instrument. There also may be one or more changes of the Loan Services unrolated 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, Borrowar shall not cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow cryone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sents mes shall not apply to the precence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to

Borrower shall promptly give Lender written notice of any investigation, claim, some nd, lawsuit or other action by normal residential uses and to maintenance of the Property. any governmental of regulatory agency of private party involving the Property and Mazardous Substance of Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is nour ad by any governmental or regulatory authority, that any removal or other remediation of any Hezardous Substance alforting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environtal 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, korosone, other flammable or toxic petroleum products, toxic posticides and harbicides, volatile solvents, materials containing asbestos of 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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Property or Coot County Clert's Office

ecified in the notice may result in acceleration of the sums secured by this Security Instrument, forculosure by judicial occeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after accoleration d the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to coleration and foreolosure. If the default is not cured on or before the data specified in the notice, Lander, at its option, hay require immediate payment in full of all sums secured by this Security Instrument without further demand and may gray require minimum to payment in tun of an aums accurate by una security martinization without furnite members incurred in foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in forewing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of

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. litte svidence.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. Research to Borrowez, Borrow all right of home	STORE DATE PROMESTEAD
Instrument without charge to Borrower, Borrower all right of home 23. Waiver of Homestead, Borrower waives all right of home 23. Waiver of Homestead, Borrower waives all right of home 23. Waiver of Homestead, Borrower waives all right of home 23. Waiver of Homestead, Borrower waives all right of home 23. Waiver of Homestead, Borrower waives all right of home 23. Waiver of Homestead, Borrower waives all right of homestead waives all right of h	OF WATUING RIGHT OF ROYLL MORTGAGE
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