

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
THE NORTHERN TRUST COMPANY  
ATTN: HOME LOAN CENTER, B-A  
50 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60675

Prepared by:  
CHRISTINE M. PRISTO  
CHICAGO, IL 60675

97498277

DEPT-01 RECORDING \$33.00  
T40012 TRAN 5888 07/10/97 12:12:00  
\$7725 + CG #--97-498277  
COOK COUNTY RECORDER

LPA 222  
17068

THE TERMS OF THIS LOAN  
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

## MORTGAGE

33-  
21

THIS MORTGAGE ("Security Instrument") is given on JULY 7, 1997. The mortgagor is  
CHARLES J. WHEELAN  
AND LEAH J. WHEELAN, HUSBAND AND WIFE

T-67271 ("Borrower"). This Security Instrument is given to  
THE NORTHERN TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose  
address is 50 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60675 (Lender). Borrower owes Lender the principal sum of  
THREE HUNDRED TWENTY SIX THOUSAND AND 00/100

Dollars (U.S. \$ 326,000.00).

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 AUGUST 1, 2004. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

PARCEL 1: LOT 2 IN BLOCK 4 IN SEMINARY TOWNHOUSE ASSOCIATION  
SUBDIVISION, BEING A SUBDIVISION OF PARTS OF LOTS 1 TO 5, BOTH  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-32-204-034-0000

Parcel ID #:

which has the address of 839 WEST FULLERTON AVENUE, CHICAGO  
Illinois 60614 (Street, City).

[Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 8/98

VMP -ORIG(L)

VMP MORTGAGE FORMS - 1800/521-7291

(Street, City);

DPS 1089

BOX 333-CTI

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BORROWER AGREES THAT THE SECURITY INSTRUMENT IS SUBJECT TO A LIEN WHICH MAY ATTACH PRIORITIALLY OVER THIS SECURITY INSTRUMENT IF LENDER DETERMINES THAT ANY PART OF THE PROPERTY IS SUBJECT TO A LIEN WHICH MAY ATTACH PRIORITIALLY OVER ENTITLEMENT OF THE LIEN, OR (c) SECURES FROM THE HOLDER OF THE LIEN AN AGREEMENT SATISFACTORIY TO LEAVE LENDER'S SUPERORDINATING THE LIEN BY, OR DELEMS AGREES ENTIRELY TO THE SECURITY INSTRUMENT WHICH IS THE LENDER'S OBLIGATION TO OPERATE TO PREVENT THE 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 LEARNER'S AGREEMENT OF THE SECURITY INSTRUMENT SECURED BY THE LIEN IN A MANNER ACCEPTABLE TO LENDER; (c) AGREES IN

BORROWER SHALL PROMPTLY DISCHARGE ANY LIEN WHICH HAS PRIORITY OVER THIS SECURITY INSTRUMENT UNLESS BORROWER; (a) AGREES IN IT BORROWER MAKES THESE PAYMENTS DIRECTLY, BORROWER SHALL PROMPTLY TURNISH TO LENDER RECEIPTS EVIDENCING THE PAYMENTS,

TO THE PERSON OWED PAYMENT, BORROWER SHALL PROMPTLY TURNISH TO LENDER ALL NOTICES OF AMOUNTS TO BE PAID UNDER THIS PARAGRAPH; (b) LEAVE OBLIGATIONS IN THE NUMBER PROVIDED IN PARAGRAPH 2, OR IF NOT PAID IN FULL THEREIN, BORROWER SHALL PAY THEM IN DUE DIRECTLY WHICH MAY ATTAIN PRIORITY OVER THIS SECURITY INSTRUMENT, AND RELEASED PAYMENTS OR RENTALS, IF ANY, BORROWER SHALL PAY

4. CHARGES: FIRST, BORROWER SHALL PAY ALL TAXES, ASSESSMENTS, CHARGES, FEES AND LIQUIDATIONS ATTRIBUTABLE TO THE PROPERTY THIRD, TO INTEREST DUE, FEURTH, TO PRINCIPAL DUE, AND LAST, TO ANY Late CHARGES DUE UNDER THE NOTE.

1 AND 2 SHALL BE APPLIED: FIRST, TO ANY PAYABLE LAW PROVIDED OTHERWISE, ALL PAYMENTS RECEIVED BY LENDER UNDER PARAGRAPHS 3, APPLICATION OF PAYMENTS. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, ALL PAYMENTS RECEIVED BY LENDER UNDER PARAGRAPHS

THIS SECURITY INSTRUMENT OF THE PROPERTY, SHALL APPLY ANY FUNDS HELD BY LENDER AT THE TIME OF ACQUISITION OR SALE AS A TRUST AGREEMENT THE FUNDS SECURED BY LENDER. IT, UNDER PARAGRAPH 2, LENDER SHALL ACQUIRE OR SELL THE PROPERTY, PRIOR TO THE ACQUISITION OR SALE OF THE PROPERTY, FUNDS HELD BY LENDER, SHALL MAKE UP THE DEFICIENCY IN NO MORE THAN TWELVE MONTHLY PAYMENTS, AT LENDER'S SOLE DISCRETION.

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. FUNDS HELD BY LENDER WHICH ARE NOT SUFFICIENT TO PAY THE ESTROW LIENS WHEN DUE, LENDER MAY SO NOTIFY BORROWER IN WRITING, AND, IN SUCH CASE BORROWER FOR THE EXCESS FUNDS IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE LAW, OR THE AMOUNT OF THE FUNDS HELD BY LENDER AT ANY TIME IS NOT SUFFICIENT TO PAY THE ESTROW LIENS WHEN DUE, LENDER SHALL BE REQUIRED TO PAY BORROWER ANY INTEREST OR CERTAINES ON THE FUNDS.

IF THE FUNDS HELD BY LENDER EXCEED THE AMOUNTS PERMITTED TO BE HELD BY APPLICABLE LAW, LENDER SHALL ACCOUNT TO BORROWER DEBTN TO THE FUNDS. FUNDS ARE PLDED AS ADDITIONAL SECURITY FOR ALL FUNDS SECURED BY THIS SECURITY INSTRUMENT. FUNDS HELD BY LENDER ARE ACCORDING TO THE FUND'S SHOWING OF DEBTS AND DEPITS TO THE FUNDS AND THE PURPOSE FOR WHICH EACH WITHOUT CHARGE, AN ANNUAL ACCOUNTING OF THE FUNDS, HOWEVER, THAT INTEREST SHALL BE PAID ON THE FUNDS. LENDER SHALL GIVE TO BORROWER, BORROWER AND LENDER MAY AGREE IN WRITING, HOWEVER, THAT INTEREST SHALL BE PAID ON THE FUNDS. LENDER SHALL BE REQUIRED TO PAY A ONE-TIME CHARGE FOR AN INDEMNITY RELEASING CERTAINES OR CERTAINES ON THE FUNDS. APPROPRIATE LAW REQUIRES INTEREST TO BE PAID, LENDER SHALL BE REQUIRED TO PAY BORROWER ANY INTEREST OR CERTAINES ON THE FUNDS. USED BY LENDER IN CONNECTION WITH THIS LOAN, UNLESS APPLICABLE LAW PROVIDES OTHERWISE, FUNDS IN ACCORDANCE WITH REPORTING AGREEMENT. HOWEVER, LENDER MAY REQUIRE BORROWER TO PAY A ONE-TIME CHARGE FOR AN INDEMNITY RELEASING THE FUNDS AND APPROPRIATE LAW PERMITS LENDER TO MAKE SUCH CHARGE. EACH ITEM, UNLESS LENDER IS HELD LIABLE FOR HOLDING AND APPLYING THE FUNDS, UNUSUALLY ANALYZING THE FUNDS, OR EACH ITEM, LENDER, IF LENDER IS SUBJECT TO A LIEN OR INSTITUTION OR IN ANY FEDERAL HOME LOAN BANK, LENDER SHALL APPLY THE FUNDS TO PAY THE INCLUDING LENDER, IF LENDER IS SUBJECT TO A LIEN OR INSTITUTION OR IN ANY FEDERAL HOME LOAN BANK, LENDER SHALL APPLY THE FUNDS TO PAY THE FUNDS SHALL BE HELD IN AN INSTITUTION WHOSE DEPOSITS ARE INSURED BY A FEDERAL AGENCY, INSTRUMENTALITY, OR ENTITY

ESTROW ITEMS OR OTHERWISE IN ACCORDANCE WITH APPLICABLE LAW.

LENDER MAY ESTIMATE THE AMOUNT OF FUNDS DUE ON THE BASIS OF CURRENT DATA AND REASONABLE ESTIMATES OF EXPENDITURES OF FUTURE LEADER FROM TIME TO TIME, 12 U.S.C. SECTION 2601 ET SEQ. ("RESPA"), UNLESS ANOTHER LAW TELLS OTHERWISE. 1974 AS PROVIDED FOR IN THIS PARAGRAPH, LENDER SHALL HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE FUNDS AS A LESSER AMOUNT, AS SO LENDER MAY, AT ANY TIME, COLLECT AND HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE FUNDS AS PROVIDED FOR IN THIS PARAGRAPH, 8, IN LIEU OF THE PAYMENT OF MORTGAGE INSURANCE PREMIUMS, THESE ITEMS ARE CALLED "ESTROW ITEMS". LEADER MAY, AT ANY TIME, COLLECT AND HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE MAINTAINMENT FEE FOR A FEDERAL MORTGAGE TO IN THIS PARAGRAPH, 8, IN LIEU OF THE PAYMENT OF MORTGAGE INSURANCE PREMIUMS, THESE ITEMS ARE CALLED "ESTROW ITEMS". THE PROVISIONS OF PARAGRAPH 8, IN LIEU OF THE PAYMENT OF MORTGAGE INSURANCE PREMIUMS, THESE ITEMS ARE CALLED "ESTROW ITEMS", IF ANY; (c) VERTIY MORTGAGE INSURANCE PREMIUMS, IF ANY; AND (d) ANY FUNDS PAYABLE BY BORROWER TO LENDER, IN ACCORDANCE WITH OR SECOND REINS ON THE PROPERTY, IF ANY; (e) VERTIY HAZARD OR PROPERTY INSURANCE PREMIUMS; (d) VERTIY FLOOD INSURANCE PREMIUMS, AND ASSESSMENTS WHICH MAY ATTAIN PRIORITY OVER THIS SECURITY INSTRUMENT AS A LIEN ON THE PROPERTY; (b) VERTIY RELEASED PAYMENTS LEADER ON THE DAY MORTGAGE PAYMENTS ARE DUE THE UNDER THE NOTE, UNTIL THE WAIVER BY LENDER, A SUM ("FUNDS") FOR: (a) VERTIY TAXES 2. FUNDS FOR TAXES AND INSURANCE. SUBJECT TO APPLICABLE LAW OR TO A WRITTEN WAIVER BY LENDER, BORROWER SHALL PAY TO

PROMPTLY OF AND INTEREST ON THE DEBT EVIDENCED BY THE NOTE AND ANY PAYMENT AND LATE CHARGES DUE UNDER THE NOTE.

1. PAYMENT OF PREMIER AND LENDER COVENANT AND LATE CHARGES: BORROWER SHALL PROMPTLY PAY WHEN DUE THE COUNTERPARTY COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

THIS SECURITY INSTRUMENT SECURES A SECURITY INSTRUMENT OVERLYING REAL PROPERTY.

AND WILL DELEGATE GENERALLY THE TITLE TO THE PROPERTY TO THE BORROWER AS AGENT FOR ALL CLAIMS AND DEMANDS, SUBJECT TO ANY ENCUMBRANCES OF RECORD.

BORROWER COVENANTS THAT BORROWER IS LAWFULLY SEATED OF THE ESTATE HERETO CONVEYED AND HAS THE RIGHT TO MORTGAGE, INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

ITEMS NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES, AND

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums 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.

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

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

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

13. Notees. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person to the Lender or by mailing to the Lender to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan exceed the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Lender. Notee's interest in the Property under the terms of this Security Instrument shall be reduced by the amount necessary to reduce the charge to the Lender so that the interest of other loan charges collected or to be collected in connection with the loan does not exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the Lender so that the interest of other loan charges collected or to be collected in connection with the loan does not exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the Lender so that the interest of other loan charges collected or to be collected in connection with the loan does not exceed the permitted limits.

14. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without the Lender's consent.

15. Successors and Assigns Bound and Severed Liability. Borrower's successors and assigns of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, notwithstanding that they do not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument but does not execute the Note; (b) is not personally obligated to pay the Note.

16. Successors and Assigns Bound and Severed Liability. Co-signers, successors and assigns of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

17. Successors and Assigns Bound and Severed Liability. Lender and Borrower, notwithstanding that they do not execute the Note, shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

18. Successors and Assigns Bound and Severed Liability. Lender and Borrower, notwithstanding that they do not execute the Note, shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

19. Successors and Assigns Bound and Severed Liability. Lender and Borrower, notwithstanding that they do not execute the Note, shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

20. Successors and Assigns Bound and Severed Liability. Lender and Borrower, notwithstanding that they do not execute the Note, shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

21. Successors and Assigns Bound and Severed Liability. Lender and Borrower, notwithstanding that they do not execute the Note, shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

22. Successors and Assigns Bound and Severed Liability. Lender and Borrower, notwithstanding that they do not execute the Note, shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

23. Successors and Assigns Bound and Severed Liability. Lender and Borrower, notwithstanding that they do not execute the Note, shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

24. Successors and Assigns Bound and Severed Liability. Lender and Borrower, notwithstanding that they do not execute the Note, shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

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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 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.

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

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

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

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be 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 do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

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

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Form 3014 9/90

OFFICIAL SEAL  
CHARLES E. WHEELAN  
ADMINISTRATION EXPIRES 3/31/2001  
MAY 2000 PUBLIC STATE OF ILLINOIS  
My Commission Expires:

Given under my hand and official seal, this 7<sup>th</sup> day of July, 1997.

Subscribed and delivered the said instrument as THEIR free and voluntary act, before me this day in person, and acknowledged that THEY personally known to me to be the same persons(s) whose name(s)

CHARLES J. WHEELAN AND LEAH J. WHEELAN, HUSBAND AND WIFE

they, Notary Public in and for said County and state do hereby certify

Counties of Cook

L. Frazee, 5-209163

STATE OF ILLINOIS, COOK

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

LEAH J. WHEELAN

CHARLES J. WHEELAN

Borrower

(Seal)

Borrower

(Seal)

Witnesses:  
in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

2. If there is a conflict between this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
Check applicable box(es):
- |  |   |   |   |  |  |  |  |   |
|--|---|---|---|--|--|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider      | <input type="checkbox"/> 1-4 Family Rider       | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Monthly Payment Rider         | <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Rate Improvment Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> VA Rider           |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Monthly Payment Rider  | <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Rate Improvment Rider         | <input type="checkbox"/> Second Home Rider     | <input type="checkbox"/> VA Rider          | <input type="checkbox"/> Other(s) [Specify] |

3. Waiver of Homestead: Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs.

22. Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. Includingu, but not limited to, reasonable attorney fees and costs of title evidence.

20. Preceding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
non-existent or a default or any other defenese of Borrower to acceleration and foreclosure. If the defauilt is not cured on  
timor, Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
applicable law provides otherwise). The notice shall specify: (a) the defauilt; (b) the action required to cure the defauilt;

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## RIDER - LEGAL DESCRIPTION

PARCEL 1: LOT 2 IN BLOCK 4 IN SEMINARY TOWNHOUSE ASSOCIATION SUBDIVISION, BEING A SUBDIVISION OF PARTS OF LOTS 1 TO 5, BOTH INCLUSIVE, AND PART OF LOT 7 IN COUNTY CLERK'S DIVISION OF THE NORTH 1/2 OF BLOCK 3 OF SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 23234123, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTEGANENT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SEMINARY TOWNHOUSES RECORDED SEPTEMBER 25, 1975 AS DOCUMENT NUMBER 23234124, AND AS AMENDED FROM TIME TO TIME, AND AS CREATED BY DEED FROM MCCORMICK THEOLOGICAL SEMINARY TO BERNICE M. DUCKMAN AND HOWARD D. DUCKMAN FOR THE PURPOSES OF PASSAGE, PARKING, UTILITIES, INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

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