

# UNOFFICIAL COPY

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RECORD AND RETURN TO  
MILLENNIUM FINANCIAL CORPORATION

1955 RAYMOND-SUITE 113  
NORTHBROOK, ILLINOIS 60062

DEPT-01 RECORDING \$33.50  
T#0001 TRAN 0006 07/22/97 12140100  
#9708 + RH \*-97-527266  
COOK COUNTY RECORDER

Prepared by:  
CLAUDIA HUTCHINSON  
NORTHBROOK, IL 60062

3317312

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 18, 1997  
NOEL M. HARRIS  
AND CHRISTINE K. HARRIS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
MILLENNIUM FINANCIAL CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 1955 RAYMOND-SUITE 113

NORTHBROOK, ILLINOIS 60062 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED EIGHTY EIGHT THOUSAND TWO HUNDRED SEVENTY FIVE AND 00/100  
Dollars (U.S. \$ 188,275.00 ).

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, 2027

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:

LOT 13 IN BLOCK 209 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXIII  
BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF FRACTIONAL SECTION 5 AND  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

07-08-208-013 VOL. 187

G/T 3% (121) 561-40

Parcel ID #:

which has the address of 1429 HASSEL PLACE , HOFFMAN ESTATES  
Illinois 60195 Street, City ,

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

Initials: *YMH* INSTRUMENT Form 3014 8/90  
Amended 8/96

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DPS 1090

Form 3014 8/90

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GAR(L) (8606) 1

in this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over any other right or interest of the Lender or the holder of the Note, or (c) occurs from the holder of the lien an agreement satisfactory to Lender authorizing the Lender to prevent the enforcement of the lien, or (d) demands against enforcement of the lien in legal proceedings whereby the Lender's option operate to prevent the writing to the payment of the obligation over the lien in a manner acceptable to Lender; (e) creates in good faith the lien by Borrower's failure to pay all late charges due under the Note.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender recitals evidencing the payment.

To the person named in paragraph 2, or if not paid in full, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument, and loanhold payments or ground rents, if any. Borrower shall pay

d. **Chargen:** Lender, Borrower shall pay all late charges due under the Note.

Third, to interest due; fourth, to principal due; and last, to any late charge due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument, Lender shall account to Borrower any this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition of title to the acquisition of title and shall account to the Lender by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition of title

Funds held by Lender, shall pay all amounts received by Lender until paid to Lender a sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall account to Borrower any

which pay to Lender the amount necessary to make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to pay the deficiency, Borrower shall make up the deficiency in no more than

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that until paid on the Funds, Lender shall give to Borrower,

for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any

time is not sufficient to pay the Escrow items when due, Lender shall be required to pay Borrower any interest or earnings on the Funds

applicable law required to be paid, Lender shall be required to pay 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

a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

verifying the Escrow items, unless Lender receives payment on the Funds and applicable law permits Lender to make such

Escrow items. Lender may not charge Borrower for holding the Funds, unusually analyzing the escrow account, or

Escrow items. Including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

Funds shall be held in a institution whose deposit is insured by a federal agency, institutionality, or entity

Escrow 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 expenditure of future

debt a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds

related mortgage loans, may require Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," if any: (a) early mortgage insurance premiums, if any; and (f) any sum payable by Borrower to Lender, in accordance with

any hazard or property insurance premiums; (d) yearly flood insurance premiums; (b) yearly leasehold premiums

and assessments which may result in a lien on the Property; (c) yearly taxes

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes

2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest:** Prepayment and Lender covenant and agree as follows:

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

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

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

and will define generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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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 it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

prepayment charge under the Note.

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

to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to

loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

that law is finally implemented so that the interest or other loan charges collected or to be collected in connection with the

and that Borrower's liability under the Note without it or to the Note's maximum loan charge.

15. Loan Charges. If the loan accrued by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations which regard to the terms of this Security Instrument or the Note without it or to the Note.

accused by this Secrity Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personal, obligated to pay the sum

Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mitigate, limit and convey that

paragraph 17, Borrower's covenants and agreements of Lender and general. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

exercise of my right or remedy.

successors in interest. Any holderance by Lender in exercising any right of remedy shall not be a waiver of or preclude the

of the sum accrued by this Security Instrument by reason of any demand made by the original Borrower's

compliance proceedings against any successor in interest or refuse to extend time for payment modify amortization

not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to

of amortization of the sum accrued by this Security Instrument, granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forfeiture; Release; Note & Waiver. Extension of the time for payment or modification

postpone the due date of the monthly payments referred to in paragraph 1 and 2 of change the amount of such payment.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to realization or repayment of the Property or to the sum

award of costs for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condenser offers to make an

be applied to the sum accrued by the Security Instrument whether or not the sum are then due.

unless Borrower and Lender otherwise agree in writing or within the amount of the Security Instrument before the

market value of the Property, immediately before the taking is less than the amount of the sum accrued immediately before the

before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair

amount of the sum accrued immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security instrument shall be reduced by the proceeds multiplied by the following fraction: (a) the total

Security instrument immediately before the taking, unless Borrower and Lender otherwise agrees in writing, the sum secured by

market value of the Property immediately before the taking is equal to greater than the amount of the sum accrued by this

whether or not the due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sum accrued by this Security Instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby annexed and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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

9. Insurance. Lender or its agent may make reasonable entries upon and inspect all of the Property. Lender shall give

measures ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender (requisites) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

he in effect. Lender will accept, use and retain these payments as a loan reserve in lieu of mortgage insurance coverage. Lender reserves

one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to

substantially equivalently mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to

cost to Borrower or the mortgage insurance coverage is not approved by Lender. If

obtain coverage substantially equivalently equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other 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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My Commission Expires:

NOTARY PUBLIC, STATE OF ILLINOIS  
REVA M CROUSE  
"OFFICIAL SEAL"  
My Commissioner Expires 03/09/2001

Giver under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
signed and delivered the said instrument as \_\_\_\_\_ THEIR \_\_\_\_\_ free and voluntary act, for the uses and purposes herein set forth.  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ THEY  
personally known to me to be the same; Person(s) whose name(s)

NOEL M. HARRIS AND CHRISTINE K. HARRIS, HUSBAND AND WIFE  
that  
, a Notary Public in and for said County and State do hereby certify  
County as:  
STATE OF ILLINOIS, COOK

Witnesses:  
IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDDED WITH IT.

BY SIGNING BELOW, BORROWER /ACCEPTS AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND  
THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY INSTRUMENT.

24. RIDERS TO THIS SECURITY INSTRUMENT. IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY INSTRUMENT, THE COVENANTS AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY INSTRUMENT.

25. WHETHER OF FORMERLY, BORROWER WILLIES ALL RIGHTS OF HOMEOWNERSHIP EXEMPTION IN THE PROPERTY.

26. 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.

27. INCLUIDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES AND COSTS OF TITLE EVIDENCE.

28. PROCEDDING, 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 FORCLOSE THIS SECURITY INSTRUMENT BY JUDICIAL SALE BEFORE THE DATE SPECIFIED IN THE NOTICE. LENDER, AT ITS OPTION, MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS UNDULATED OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATE AND FORECLOSE. IF THE DEFALUT IS NOT CURED ON THE DATE SPECIFIED OR ANY OTHER DATE AFTER ACCELERATION AND THE RIGHT TO ACCELERATE AFTER ACCERLATION IS EXHAUSTED, BORROWER OF THE RIGHT TO RETAINATE AFTER JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER SECURED BY THIS SECURITY INSTRUMENT, FORCLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER SECURED BY THE DEFALUT OR BEFORE THE DATE SPECIFIED IN THE NOTICE, BY WHICH THE DEFALUT MUST BE CURED; AND (d) THAT FAILURE TO CURE THE DEFALUT 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 DATE REQUIRED TO CURE THE DEFALUT;

(Check applicable box(es))  
 1-4 Family Rider  
 Condominium Rider  
 Planned Unit Development Rider  
 Graduate Flywheel Rider  
 Balloon Rider  
 VA Rider  
 Other(s) [Specify]

29. RIDERS TO THIS SECURITY INSTRUMENT. IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY INSTRUMENT, THE COVENANTS AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY INSTRUMENT.

30. WHETHER OF FORMERLY, BORROWER WILLIES ALL RIGHTS OF HOMEOWNERSHIP EXEMPTION IN THE PROPERTY.

31. 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.

32. INCLUIDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES AND COSTS OF TITLE EVIDENCE.

33. PROCEDDING, LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH SECURED BY THIS SECURITY INSTRUMENT SECURED BY THIS SECURITY INSTRUMENT, FORCLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER SECURED BY THE DEFALUT OR BEFORE THE DATE SPECIFIED IN THE NOTICE, BY WHICH THE DEFALUT MUST BE CURED; AND (d) THAT FAILURE TO CURE THE DEFALUT OR BEFORE THE DATE SPECIFIED IN THE NOTICE, BY WHICH THE DEFALUT MUST BE CURED; AND

(c) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFALUT MUST BE CURED; AND (b) THE ACTION REQUIRED TO CURE THE DEFALUT OR BEFORE THE DATE SPECIFIED IN THE NOTICE, BY WHICH THE DEFALUT MUST BE CURED; AND

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## RIDER - LEGAL DESCRIPTION

LOT 13 IN BLOCK 209 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXIII  
BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF FRACTIONAL SECTION 5 AND  
PART OF THE NORTH EAST 1/4 OF SECTION 8 AND PART OF THE WEST 1/2 OF THE  
NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE  
THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HOFFMAN ESTATES SCHAUMBURG  
TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED MAY 24, 1966 AS  
DOCUMENT 19836547 IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK  
COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office