•97564689

### UNOFFICIAL COPY

Loan No. 00200-0609?07606 instrument Prepared by: BARBARA S. WILLIAMS Record & Return to WORLD WIDE FINANCIAL SERVICES, INC. 150 N. MICHIGAN AVE. SUITE 610 CHICAGO, IL 60601-

GERT-01 RECORDING

\$33.99

140014 | TRAN 2958 03/04/97 13:34:60 ‡2894 † TD ※-97-564689 COOK COUNTY PECORDER

[Space Above This Line For Recordi	no Datal
MORTGAGE	
THIS MORTGAGE ("Security Instrument") is given on July 21st, 199	?
The mortgagor is MICHAEL H. W. GHER & FRANCINE C. WAGNER	
HUSBAND AND WIFE ('Bor	rower'). This Security Instrument is given to
WORLD WIDE FINANCIAL SERVICES, INC	, which is organized
and existing under the laws of THE STATE OF LLINOIS	, and whose address is
150 N. MICHIGAN AVE. SUITE 610 CHICAGO, ILLI'NO'S 60601-	(*Lender*).
Borrower owes Lender the principal sum of Two H Indeed Minety Three Tho	usand Two Hundred Fifty and 00/100
Oollars (U.S. \$ 2:3,250.00 ). Tric debt is evidenced	
this Security Instrument ("Note"), which provides for monthly payments	s, with the full debt, if not paid earlier, due
	curity Instrument secures to Lender: (a) the
repayment of the debt evidenced by the Note, with interest, and all ren	ewals, extensions and modifications of the
Note; (b) the payment of all other sums, with interest, advanced under	
Security Instrument; and (c) the performance of Borrower's correct	
Instrument and the Note. For this purpose, Borrower does hereby race	
lowing described property located in COOK	County, Illinois:
THE SOUTH 25 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 17 IN LINCOLNIVO	SARRET OF
BEING A SUBCIVISION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSH	IP 47 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLA	t theres?
RECORDED SEPTEMBER 10, 1946 AS DOCUMENT NUMBER 13849160, IN COOK CO	DUNTY, 1
ILLINOIS.	`\C\
	1 / -

PIN. # 10-34-312-067

which has the address of 6609 N. KOLMAR

BOX 335

[City]

ilinois <u>60646-</u>

("Property Address");

Initials <u>FC(1)</u> Form 3014 9/90 (page 1 of 7 pages)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT GFS Form 3014 (6J16)

97564689

Property or Coot County Clert's Office

\_oart Number: 00200-0009707606

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fotures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate fiereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Moto.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly fuxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly flood payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance promiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or of herwise in accordance with applicable law.

The Funds shall be held in an institution whose teposits 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 somewer for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, that so Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or 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 credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Eorrower any Funds held by Lender. It, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in

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Form 3014 9/90 (page 2 of 7 pages)

Property of County Clerk's Office

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00200-0009707606

that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furhish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a mannar acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the ien an agreement satisfactory to Lender 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, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set orth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter prected 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 Borrowar subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage descriped 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 less 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 mylice is given.

Unless Lender and Borrower otherwise agree in writing, arm 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, Sorrower'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, raless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless exteriorating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the frozerty, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any for either 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 into be dismissed with a ruling that, in Lencer's good ratio determination, product terest 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 security interest. 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 Berrower'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

Proberty or Cook County Clerk's Office

# Loan Number:

Lender's ighting the ipperty (such as a proceeding in bankruptcy, probate, for condemnation or fort and nav for whatever is necessary to order the v encer's an inches of regulations), then Lender may do and pay for whatever is necessary to protect the viscosity of prote Properly and Lender's rights in the property. Lender's actions may include paying any sums secured anning the property. Lender's actions may include paying any sums secured anning to a marrial resentable anning to a marrial reservance. which has priority over this Security Instrument, appearing in court, paying reasonable attorneys lees and the process of the which has priority over this Security instrument, appearing in court, paying reasonable automeys lees and the property to make repairs. Although Lender may take action under this paragraph 7, Lender does

Any amounts disbutsed by Lender under this paragraph 7 shall become additional debt of Borrower of Cartering by this A Security instrument. Unless Borrower and Lender agree to other terms of payment, these amount of the Note rate and chall be natisfied with interest incommonly. bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notic Lender to Borrower requesting payment

Secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insulance of making the mortgage insulance of making the mortgage insulance. secured by this occurry instrument, buttower strait pay the premiums required to maintain the mortgage instrument controlled by Lender lapses or ceases to be in empty of the mortgage in the mortgage in the interest of the interest of the mortgage in the interest of the mortgage in the interest of the Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance coverage substantially equivalent to the mortgage insurance coverage substantially equivalent to the mortgage insurance coverage. previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in enders an alternate mortgage insurance previously. previously in effect, at a cost sucstantially equivalent to the cost to borrower or the montgage insurance previously in effect, from an alternate montgage insurer approved by Lender. If substantially equivalent montgage insurance previously active to the vestor montgage insurance previously active to the vestor montgage insurance. in effect, from an alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance curanna nearly have shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverance lanced or ceased to be in affect. I are Surance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lend will account the property of the pro Surance pregram being paid by borrower when the insurance coverage lapsed or ceased to be in enect. Lend mair no longer to the ontion of Landar if mortgage insurance. Loss reserve payment and for the may no longer or solvired, at the option of Lender, if mortgage insurance coverage (in the amount and for the option of Lender) in the option of Lender and the option of L may no longer or excited, at the option of Lender, it mongage insurance coverage (in the amount and for the surface of the sur penod that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained time in annual to maintain mortgage insurance in effect, or to provide a loss reserve, and an arreserved to the server of the serv

until the requirement for mongage insurance in effect, or to provide a loss reserve, and Lender or anolicable law. and Lender or applicable law. 9. Inspection. Lender or its a jent may make reasonable entries upon and inspections of the Property.

or chall this Rossellon of the property of the property.

Lender shall give Borrower notice at the tirp. Of or prior to an inspection specifying reasonable cause for the 10. Condemnation. The proceeds of any 3'rold or claim for damages, direct or consequential, in con-To, Condemnation. The proceeds of any 3 verd of claim for damages, direct of consequential, in concondemnation, are hereby assigned and shall be paid to Lengar

lemnation, are neredy assigned and shall be paid to Lenge.
In the event of a total taking of the Property, the process's shall be applied to the sums secured by this many avoice haid. In the event of a narrial taking of Security Instrument, whether or not then due, with any excess paid to 8chrower. In the event of a partial taking of the property immediately to the state of a partial taking of the property immediately to the taking is exactly to a constant to the state of the stat Security Instrument, whether or not then due, with any excess paid o borrower. In the event of a partial taxing of the Property immediately before the taking is equal to or greater than any immediately before the taking is equal to or greater than any immediately before the taking is equal to or greater than any immediately before the taking is equal to or greater than any immediately before the taking is equal to or greater than any immediately before the taking is equal to or greater than any immediately before the taking is equal to or greater than any immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the cume control by this the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and the normal multimization has following fraction. (a) the total amount of the etime control immediately has a following the sum of the sum of the etime control immediately has the total amount of the etime control immediately has the etime control immed Lenger otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the following fraction; (a) the total amount of the sums secured by the amount of the property immediately before the taking that the property immediately before the the proceeds multiplied by the following fraction: (a) the folial amount of the sums secured immediately before the taking. Any balance shall be a property in which the fair market value of the property in which the property laking, divided by (b) the rair market value of the Property Immediately before the taxing. Any balance shall be market value of the Property in which the fair market value of the Property in which the fair market value of the Property in taking the property in the elimic cocurs immediately before the taking unloce. Paid to borrower. In the event of a panial taking of the Property in which the fair market value of the Property in Approximation of the sums secured immediately before the taking, unless annihilation of the sums secured immediately before the taking, unless than the amount of the sum of the sum

medialery before the taking is less than the amount of the sums secured immediatery before the taking, unless annitied to the eurose control by this Sometity Instrument whather or not the cume are then due applied to the sums secured by this Security Instrument whether or not the sums are then due. ed to the sums secured by this security instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers the date of the condemnation of the sum of If the Property is abandoned by borrower, or it, after notice by Lender to borrower that the condemnor offers the notice is always is authorized to collect fails to respond to Lender within 30 days after the date.

to make an award or settle a claim for damages, borrower lates to respond to Lenger whith set days after the date some is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Process of the sums secured by this Security Instrument, whether or not then due. TOF the Property of to the sums secured by this Security Instrument, whether or not then one.

It was Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not ex
The property of to the sums secured by this Security Instrument, whether or not then one.

It is not a not the monthly neumante referred to in paragraphs 1 and 2 or change the amount of Unless Lenger and corrower ornerwise agree in writing, any application of proceeds to principal shall not exceed to in paragraphs 1 and 2 or change the amount of such payments.

The sorrower not released; Porcearance by Lender Not a Walver.

Expension of the sums secured by this Security Instrument granted by Lender to any Lender to any Companies of the United Security Instrument Reproduct to any Reproduction of the Sums secured by this Security Instrument granted by Lender to any Companies of the United Security Instrument Reproduction of the Security Instrument Reproduction of the Security Instrument granted by Lender to any Companies of the United Security Instrument Reproduction of the Security Instrument granted by Lender to any Instrument Security ment of modification of amortization of the sums secured by this security instrument granted by Lenger to any entired to the liability of the original Bottower's analysis of the original softower's to commonly analysis and any encourage of the sum of the original softower's to intorest the sum of the original softower's the orig Successor in interest of borrower shall not operate to release the liability of the original borrower or borrower's radical to average improvement of otherwise modify amortization of the cume contract by this Security Successors in interest. Lender shall not be required to commence proceedings against any successor in interest nething the payment of otherwise modify amortization of the sums secured by this Security and for the secure in interest and for the security security. or refuse to extend time for payment or otherwise modify amontzation of the sums secured by the criginal Borrower or Borrower's successors in interest. Any for-Extension of the time for payearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right

Probery or Coot County Clart's Office

Laan Number: or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The agreements of this Security Instrument shall bind and bensfit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (a) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Sorrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Only notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class intil 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 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 Sorrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Eurrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender 5.8y, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this op on 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 acceptation. 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

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

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.

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Property or Cook County Clark's Office

Loan Number:

00200-0009707606

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.

Borrower shall not cause or permit the presence, use, disposal, storage, 20. Hazardous Substances. 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 Sorrower 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 fiammable or toxic petroleum products, toxic nesticides 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. Sorrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedice: 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 cuts the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the rollics may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate (iff), acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all san's secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remodes provided in this paragraph 21, including, out not limited to, reasonable attorneys' fees and costs stillle evidence.
- 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.

	Borrower waives all right of homestead ex	
	Instrument. If one or more riders are	
ded together with this Security Instrur	ment, the covenants and agreements of each	ch such nuc: slat be incorporated
	t the covenants and agreements of this Se	ecurity Instrument as if the rider(s)
were a part of this Security Instrument	(Check applicable box(es))	
Adjustable Rate Rider	Condominium Rider	1-4 Family filder
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Francisco de la constante		

U Other; s) [specify] BY SIGNING BELOW, Boritaver accepts and agrees to the terms and covenants contained in this Security instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Borrower

(Seal)

Form 3014 (page 5 of 7 pages) FRANCINE C. WAGNER

Borrower

(Seal)

Property of Cook County Clerk's Office

Loan Number: 00200-0039707606

TO THE COMMENT OF THE

	-Borrower
	(Seal)
	-Borrower
[Sr	ace Below This Line For Acknowledgment]
STATE OF ILLINGIS,	County ss:
i the industrial	
a Notary Public in and for said country an MICHAEL H. WAGNER & FRANCISE J. WAG	
personally known to me to be the same before me this day in person, and acknow free and voluntary act, for the uses and p	purson(s) whose name(s) is/are subscribed to the foregoing instrument, appeared Mediged that he/she/they signed and delivered the said instrument as their urphoses therein set forth.
Given under my hand and official seal, th	s 21st Cay of July, 1997
My Commission expires:	May Rose
	C/
	Corts

Property of Cook County Clerk's Office

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