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WHEN RECORDED MAIL TO:

1st FEDERAL OF WESTCHESTER 2121 S. MANNHEIM RD. WESTCHESTER, IL 60154

DEPT-01 RECORDING

T#0011 TRAN 8834 08/28/97 11:22:0

\$7916 + C.G. +-97-63518

CODK COUNTY RECORDER

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This Mortgage prepared by:

EDW/RD A. MATUGA, ATTORNEY AT LAW 2121 S. MANNHEIM ROAD WESTCHESTER, IL 60154

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 20, 1997. The mortgagor is TERRY LOBROWN and MARIALICE T. BROWN, HUSBAND AND WIFE, Borrower"). This Security instrument is given to 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER, which is organized and existing under the laws of the United States of America and whose address in 2121 S. MANNHEIM RD, WESTCHESTER, IL 60154-4391 ("Lender"). Borrower owns Lender the principal number One Hundred Electrical Control of the Co 60154-4391 ("Lender"). Borrower owes Lender the principal (um of One Hundred Five Thousand & 00/100 Dollars (U.S. \$105,000.00). 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 September 1, 2017. 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, Burrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

THE WEST 105 FEET OF THE EAST 210 FEET OF THE WEST 411.81 FEET OF THAT CERTAIN TRACT ORL PARCEL OF LAND THE PLAT OF WHICH WAS RECORDED ON MARCH 25, 1941 AS DOCUMENT NO. 12646227 MEASURED ALONG THE SOUTH LINE OF SAID PARCEL OF LAND AND BEING IN THE WEST HALF OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYINGA SOUTH OF THE CENTER LINE OF THE CHICAGO AND PLAINFIELD ROAD IN COOK COUNTY, ILLINOIS.

1ST AMERICAN TITLE order # COU 11 109 C

which has the address of 1611 W. PLAINFIELD ROAD, LAGRANGE, illinois 60525-7021 ("Property Address") and the Real Property Tax Identification Number of 18-17-301-014-0000:

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

ILLINOIS-Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6 pages)

this Security Instrument.

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covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be

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

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:

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

basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the 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 federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a peragraph 8, in lieu of the payrient of mortgage insurance premiums. These items are called "Escrow items." property insurance premiums: (d) yearly flood insurance premiums, if any: (e) yearly mongage insurance on the Property; (b) rearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien shall pay to Lendon on the day monthly payments are due under the Note, until the Note is paid in full, a sum 2. Funda 11 Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower under the Mote.

which each debit to the Funds was made. The Funds are pledged as eddingnal security for all sums secured by without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, to be paid, Lender shall not be required to pay Borrower any interact or earnings on the Funds. Borrower and loan, unless applicable law provides otherwise. Unless an agreenzent is made or applicable law requires interest a one-time charge for an independent real estate tax reporting service used by Lender in connection with this Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay annually analyzing the escrow account, or verifying the Esc ow items, unless Lender pays Borrower interest on the the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or with applicable law.

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

acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lander, prior to the Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower discretion.

credit against the sums secured by this Security Instrument.

due under the Note. amounts payable under paragraph 2: third, to interest due; fourth, to principal due; and last, to any late charges 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

all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

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promptly furnish to Lender receipts evidencing the payments.

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(Continued)

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(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any 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 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 falls to maintain coverage described above. Lender may, at Lender's uption, obtain coverage to protect Lender's rights in

the Property in advordance 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 recalins of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance (artier 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. 4 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 35 day period will begin when the notice is given.

Unless Lender and Borrower otherwise spree 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 Invited lately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Projection 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 externating 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 forteiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in Africiture 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 cender'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 falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not mergo unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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s reduction will be treated as a partial prepayment without any prepayment charge under the More.

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or the principal owed under the ryde or by making a unest payment to editower. It a fating see. Any notice to Borrower provided for in this Security Instrument shall be given by delivering. hich exceeded betmitted limits will be relunded to borrower. Lender may choose to make this terung a direct payment to Borrower. If a refund reduces a reduction will be treated as a partial prepayment without any prepayment charge under the Note. bunt necessary to reduce the charge to the permitted limit; and (b) any sums already connected from the permitted limits will be refunded to Borrower. Lender may choose to make this refundation by making a direct payment to Borrower. If a refund feduces n connection with the loan exceed the permitted limit; and (b) any such to reduce the charge to the permitted limit; and (b) any sums already collected from this refundable ascended bermitted limits will be refunded to Borrower. Lender may choose to make this refundable to the refu pea, and that law is finally interpreted an that the interest of other loan charge shall be reduced to the permitted limits, then:

(a) any such loan charge shall be reduced to the permitted limit; and (b) any such loan charge shall be reduced to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced to the permitted limit; and (b) any such loan charge shall be reduced to the charge to the permitted limit; and (b) any such loan charge shall be reduced to the charge to the permitted limit; and (b) any such loan charge shall be reduced to the reduced the charge to the permitted limit; and (b) any such loan charge shall be reduced to the reduced to the reduced to the reduced the Gos, and that law is finally interpreted by this decurity instrument is subject to a law writer sets maximum connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced be educed. to to the terms of this Security instrument or the More without that Borrower a Consent.

Despired that law is finally interpreted no that the interest or other loan charges collected or to be

Instrument: (D) is not personally obligated to pay the sums secured by this becurity instrument; and (c) and this Security instrument of the Note without that Borrower's consent. ant only to mongage, grant and convey that dotrower a interest in the Property under the terms of this Security instrument; and (c) is not personally obligated to pay the sums secured by this Security instrument; and (c) hat Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations. BI WIND CO-BIGNS THIS DECUTITY INSTITUTION DUT GOOS NOT BXBCUTE THE INOTE: (B) IS CO-BIGNING THIS SECUTITY INSTITUTION GOOS NOT BXBCUTE THE INDICATE THE TOTAL BOLTOWRY'S INTEREST IN THE PLODERTY UNder THE TOTAL GOOD THIS SECUTITY INSTITUTION (C) INSTITUTION TO DETAIN OBTIGISTED TO DAY THE SUMS SECUTION DAY THIS SECUTITY INSTITUTION (C) THIS SECUTITY INSTITUTION (C) ent only to mongage, grant and convey that Bottower's interest in the property under the terms of this Security. hents of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower's covenants and agreements shall be joint and several. Any ser who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and southly instrument shall bind and benefit the successors and assigns of Lender and Borrower. in exercising any right of remedy shall not be a waiver of or precide the exercise of any right of remedy shall not be a waiver of or precide the exercise of any right of remedy shall not be a waiver of or precide the exercise of any right of remedy.

Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and several Liability. and sime for payment or otherwise modify amortization of the sums secured by this become by the original Bottower of Bottower's successors in interest. Any to bestance by in exercising any right or femedy shall not be a waiver of or preclude the exercise of any right or femedy. est. Lender shall not be required to commence proceedings against any successor in titlest or refuse to any demand made by the original Borrower or Borrower's successors in interest. Any to bestance by the sums secured by this Secured by the sums secured by this Secured to refuse to the sums secured by this Secured by the sums secured by this secured by the sums secured by the sums secured by the original Borrower or Borrower's successors in interest. Any to bestance by sereat or borrower shall not operate to release the liability or the original borrower or borrower or borrower or commence proceedings against any successor in rittrest or refuse to therwise modify amortization of the sums secured by this Security Instrument by the sum of the sums secured by this secure in the figure of the figure of the sums secured by this secure.

affication of amortization of the sums secured by this Security Instrument Branted at Sorrower shall not operate to release the liability of the original Borrower or 2010 feet's successor in the required to commence proceedings against any successor in the required to commence proceedings against any successor in the required to commence proceedings against any successor in the required to commence proceedings against any successor in the required to commence proceedings against any successor in the required to commence proceedings against any successor in the regular or refuse to the successor in the required to commence proceedings against any successor in the required to commence proceedings against any successor in the successor in the required to commence and the successor in the successor diffication of amonization of the sums secured by this Security Instrument granted by this Security Instrument granted by the sums secured by this Security Instrument granted by the sum shall not operate to release the liability of the original Borrower or Burder's successors in Such payments.

Sorrower Not Released: Forbearance By Lender Not a Waiver.

Extension of amortization of the sums secured by this Security Instrument Granted at Lender to any successor. Uniess Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not such payments.

Such payments, the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not and or postpone the date of the monthly payments referred to in perspects it and 2 or change the amount included and account in the monthly payments referred to in perspects it and 2 or change the amount included and 2 or change the amount included to in perspect it and 2 or change the amount included the monthly payments referred to in perspects it and 2 or change the amount included the amount i to make an award or settle a ciaim for damages, corrower fans to respond to Lender Within 30 days after the date spain of the property or to the sums secured by this Security instrument whether or not then due. If the Property is abandoned by borrower, or it, arer houses by Lender to borrower the defending is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor others an award or settle a claim for damages, Borrower tails to Lender within 30 days after the date

Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured by this Security institution or not the sums are then due, the proceeds to the sums secured by this Security institution or not the sums are then due. unless dorrower and Lenger dinerwise agree in writing of unless applicable iaw dinerwise provides, the stopping and the sums secured by this Security institution whether or not the sums sterified due. If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condet Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, of unless applicable is otherwise provides, the proceeds betore the taking, divided by (b) the tail market value or the Property immediately before the taking. Any balance Property immediately before the taking is less than the smount of the sums secured immediately before the taking is less than the smount of the sums secured immediately before the taking is less than the sums secured immediately before the taking. The sums secured immediately before the taking is less than the sums secured immediately before the taking. amount of the proceeds multiplied by the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the property in which the fair market value of the property in which the fair market value of the property in which the fair market value of the man the amount of the sums secured by the sums secured by this secured by this secured by this secured by the solution of the proceeds multiplied by the collowing fraction: (a) the total amount of the sums secured by the before the taking, divided by (b) the fair market value of the property immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance the Property in which the sums secured by this Security inmediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument instrument shall be reduced by the Security Instrument shall be reduced by the Security Instrument shall be reduced by the Security instrument, whether or not then due, with any excess paid to bortower. In the event of a partial taking of the Property immediately before the taking is equal to or greater than the amount of the aums secured by this Security Instrument immediately before the taking, unless Borrower Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the proceeds shall be applied to the sums secured by this property in which the due, with any excess paid to Borrower. In the event of a partial taking of the property in mediately before the taking is equal to or greater

eby assigned and shall be paid to Lender, in the event of a total period of the Property, the proceeds shall be applied to the sums secured by this unity instrument, whether or not then due, with any excess paid to Sorrower. In the event of a partial taking of with any condemination. The proceeds of any award of claims for damages, direct of consequential, in connection hereby assigned and shall be paid to Lender, part of the Property, or for conveyance in lieu of condemnation, are

pection.

10. Condemnation.

The proceeds of any award or claim; for damages, direct or consequential, in connection any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are Lender shall give sorrower notice at the time of or prior to an inspection specifying reasonable cause for the state of the property. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Shall give Sorrower notice at the time of or prior to an inspection specifying reasonable cause for the time.

Obtained. Bortower anall pay the premiums required to maintain mortgage inautance in enect, or to provide a log Eoffower and Lender or applicable law. to bettoo that Lenger fequires) provided by an insurer approved by Lenger again becomes available and seemen the requires provided to maintain mortgage insurance in effect, or to provide a los los serve, until the requirement for mortgage insurance ends in accordance with any written agreement between payments may no longer be required, at the option or Lenger, it mongage insurance coverage (in the amount at obtained that Lender requires) provided by an insurer approved by Lender again becomes available and a sorrower shall pay the premiums required to maintain mongage insurance in effect, or to provide a log will accept, use and retain these payments as a loss reserve in lieu of mongage insurance. Loss reserve in lieu of mongage insurance coverage (in the amount at the option of Lender, if mongage insurance coverage (in the amount at the period that Lender requires) provided by an insurer approved by Lender again becomes available and IS NOT BY SINGUIE, BOLTOWER STIRIN DRY TO LENGER ERECT MONIN & SUM EQUAL TO ONE-TWENTO OF THE YERRY MORDS.

WILL ACCEDIL, USE AND TELBIN THESE DRYMENTS AS FORE FEREIVE IN 116U OF MORDRAGE INBURANCE. LOSS 1686/

AND ACCEDIL, USE AND TELBIN THESE DRYMENTS AS FORE FEREIVE IN 116U OF MORDRAGE INBURANCE. LOSS 1686/

LOSS maurance premium being paid by corrower when the inaurance coverage lapsed or ceased to be in bounded may no londer be required, at the option of Lander. It mondage insurance coverage insurance in the coverage insurance insurance coverage (in the coverage). from an alternate mortgage manner approved by Leriuer. If autoriary equivalent mortgage labsed of ceased to be in effect. Length integration of the yearly mortgage labsed of ceased to be in effect. Length integration of the yearly mortgage labsed of ceased to be in effect. Length integration of the present mortgage labsed of ceased to be in effect. Length integration of the integral of the integ from an alternate mongage insurer approved by Lender. If substantially equivalent mongage insurance cover is and available, Borrower shall pay to Lender each month a sum equal to one-twelth of the yearly mondage. snail pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in elform an alternate mortgage insurer abproved by Lender. If substantially equivalent included insurer approved by Lender. If substantially equivalent mortgage insurance previously in elform an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance previously in elform. ahall pay the premiums required to obtain coverage required by Lender lapses or ceases to be in enect, and affect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, this becurity instrument, dorrower anality pay the premiums required to maintain the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrahality equivalent to the mortgage insurance previously equivalent to the mortgage insurance previously pours. this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower in the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower in the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower in the mortgage in the mort Mortgage Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in the mortgage instrument.

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by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as 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 pulp 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 remoties permitted by this Security Instrument without further notice or demand on

Borrower.

18. Borrower's Right to Reinziate. 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 zir 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 Lor 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 of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prio incline 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, not 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 Hazardour, 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

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(Continued)

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under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (s) the default; (b) a date, not less than 30 days from the date the notice is given to Borrower, by which the default on ar before the date, and (d) that failure to cure the default on ar before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, tright to reinstell proceeding and sale of the Property. The notice shall further inform Borrower of the stight to reinstell proceeding the non-existence of the right to acceleration and foreclosure proceeding the non-existence of a default or any other defance 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 immediale payment in full of all by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, responses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, responses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, responses incurred on or title providence.

evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, sustainment, sustain

23. Welver of Conestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to aris 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)]

Other(s) [specify]		
Balloon Rider	nebiA inemevoram. etr.R.[]	Second Home Rider
Graduated Payment Rider	האפרו Bid Tramqoleved זות bennert Rider	Biweekly Payment Rider
TebiR etsR eldsteulbA	TabiR mulnimobno] 1-4 Family Rider
Company decreases and to trad a	Contract and an area of the contract of the	

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and in the security it.

Witnesses:

(Seal)

(Seal)

(Seal)

(Seal)

UNOFFICIAL COPY FNMA/FHLMC MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT		
COUNTY OF Cabilian)) \$5)	
T. BROWN. HUSBAND AND WIFE, to me known to Mortgage, and acknowledged that they signed the Mortand purposes therein mentioned. Given under reguland and official seal this		
Notary Public in and to the State of My commission expires	Residing at "OFFICIAL SEAL" DEBORAH A. KAFIL Notary Public, State of Illinois My Commission Expires 7/30/2000	
Elxed Rate. Installment. ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.24 (c) 19/ [IL-G203 BROWN.LN R3.OVL]	97 CFI ProServices, Inc. All rights reserved.	