131.50

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WHEN RECORDED, RETURN TO:

FIRST CHICAGO MED MORTGAGE COMPANY LOAN REVIEW.

P.O. BOX 7095

TROY, KI

48007 - 9869

97664725

PREPARED BY:

407108

SHERI COFFEY 1901 S MEYERS ROAD

CAKBROOK TERPACE, IL 60181

T#0012 TRAN 6643 09/10/97 12:29:00 \$7027 \$ DT #-97-664725 COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

**MORTGAGE** 

3310299

DEPT-01 RECORDING

. The mortgagor is

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 02, 1997 todo sherfinski and tabita sheriineki husband and wife AND HUSBAND AND WIFE

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

PLAST CHICAGO NBD HORTGAGE COMPANY.

which is organized and existing under the laws of

THE STATE OF DELAWARE

, and whose

900 TOWER DRIVE, TROY, MI 48098 address is

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

ONE HUMDRED FORTY TWO THOUSAND FOUR HUMDRED FIVE AND 01/100

142, 405.00 ). This debt is evidenced by Borrower's redge dated the same date as this Security Dollars (U.S. \$ Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender (a) the repayment of the debt OCTOBER 01, 2027 evidenced by the Note, with interest, and all renewals, extensions and medifications of the Mate; (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 County, Illinois: CITY OF CHICAGO, COOK

LOT 10 AND THE EAST 1/3 OF LOT 11 IN COLLINS AND GAUNTLETT'S 40TH AVENUE AND MOBLE AVENUE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 7 LYING NORTH OF THE SOUTH LINE OF THE NORTH 1/4 OF THE HORTHEAST 1/4 OF SECTION 27 IN THE SUBDIVICION BY THE HEIRS OF MARY WILSON OF THE NORTH 26.33 ACRES OF THE EAST 70 ACRES OF THE NORTH 120 ACRES OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 MORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. TLLIMOTS

PIN # 13-27-207-009-0000

which has the address of: 4030 W BARRY AVENUE, CHICAGO

Illinois

[Zip Code] ("Property Address");

[Street, City],

HLUNOIS - Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 CED-6RISLI 19405)

VMP MORTGAGE FORMS 1 (800)521-729





appunenances and interesting the foregoing is referred us in this Commits Incommits and additions shall by this Security in the foregoing is referred by this Security Instrument as the "Property." BORROWER COVENANTS that Bostower is lawfully seised of the estate hereby conveyed and parameters is income the Decimal of the chair hereby conveyed and property is income the property of the chair hereby conveyed and parameters in the property of the chair hereby conveyed and parameters in the property of the propert mongage, grant and convey the Property and that the Property is uncacumbered, except for encumbrant and claims and demands. mongage, gram and convey the property and that the property is uncocumnered, except to recumman encumbrances of record.

Impances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform experience to instrument covering real necessity. 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 payment and interest shall muldianced by the Mister and and contains and late charges. the principal of and interest; repayment and Late Charges, Dornower Shall promptly page 2. Shanda for Taxas and Incidenced by the Note and any prepayment and late charges due under the principal of any interest of the charges and incidenced by the Note and any prepayment and late charges due under the principal of the charges and incidence of the principal of t A Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Barrowe much the Most maid in fall a came (\*Ennels). to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (\*Fundaments) and a sum (\* to Leaver on the day morany payments are one under the Pole, until the Pole is paid in this, a sum ( runder be build necessarily instrument as a lieu on the Property.) yearly taxes and assessments writen may altain priority over this Security instrument as a near on the Property, if any; (c) yearly hazard or property insurance premiums; (c) yearly hazard or property insurance premiums; (d) any same rawable has the tenth of the property in the propert flood incurance premiums, it any; (e) yearly marked or properly insurance premiums; (e) Lender, in accordance with the movisions of paragraph R in lieu of the payment of manager payable by E Hoot insurance premiums, it any; (e) yearly mortgage insurance premiums, it any; and (i) any sums payable by the first of the payment of mortgage insurance premiums of the payment of mortgage insurance premiums of the payment of mortgage insurance premiums. These items are called "Escrow ltems." Lender may, at any time, collect and hold Funds in an amount not to exc.

These items are called "Escrow ltems." Lender may, at any time, collect and hold Funds in an amount not to exc.

These items are called "Escrow ltems." Lender may, at any time, collect and hold Funds in an amount not to exc. Inese trems are catted "Escrow trems." Lender may, at any time, cotteet and note runds in an amount not to exc federal Real Federal Real Federal Procedures. Act of 1974 as amount from time to time. 12.11 \$C. Section 2601. maximum renount a tender for a federalty related mortgage loan may require for isotrower's escrow account in series another law that another to the Finele and a federal from time to time, 12 U.S.C. Section 2601 of the finele and a federal from time to time, 12 U.S.C. Section 2601 of the finele and a federal from time to time, 12 U.S.C. Section 2601 of the finele and time to time. ("RESPA"), unless, spother law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collection to the lesser amount I ender may estimate the amount of Funds dise on the Funds. hold Funds in an supplied to the runos sets a tesser amount. It so, Lenoer may, at any time, cone many the another of experimental forms of fining forms of fining forms of otherwise in accordance with analysis.

note rungs in an same of not to exceed the lesser amount. Lenger may estimate the amount of rungs due on the ne law and reasonable estimates of expenditures of future Escrow Items of otherwise in accordance with applications. The Funds shall be held in an institution whose deposits are insured by a federal agency, insummentality, or ender it lender is such an institution) or in any Federal Home Lawn Bank, Lender shall apply the Fund Including Lender, if Lender is such an institution whose deposits are mained by a federal agency, instrumentality, or entering the federal may now the federal apply the feder Including Lender, it Lender is such an insulation) or in any reversit from: Loan mank, Lender shall apply the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Funds and applying the funds are the funds and applying the funds and applying the funds are the funds and applying the funds and applying the funds are the funds and applying the funds and applying the funds are the funds are the funds and applying the funds are the funds are the funds and applying the funds are pay the escrow tiems. Lender may not enarge Borrower for holding and applying the Funds, annually analyzing bermits, Lender to make such a charge. However, Lender pays Borrower interest on the Funds and applicable of the funds are the funds and applicable of the funds and applicable of the funds are the funds permits Lender to make such a charge. However, Lender pays Borrower merest on the runds and apprearant make such a charge. However, Lender may require Borrower to pay a one-time charge for the providence of the charge for the providence of the providence of the pay and the charge for the pay and the providence of the pay and the pay the pay the pay and the pay t permits Lender to make such a charge. However, Lender may require gorrower to pay a one-time charge in otherwise. Unless an agreement is made or annihilation lander and the maid I make applicable law providing to reindependent real estate tax reporting service used by Lender in connection with this toan, unless applicance law provide Romowea and interest of the paid, Lender shall not be required to paid. Lender shall not be required to paid. Otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to be paid, Lender shall not be required to be paid. Lender may agree in writing, however, that interest shall not be paid to provide an annual accounting of the Finish charging confinencest shall not be paid. borrower any interest or earnings on the runds. Borrower and Lender may agree in writing, however, that interest such debits to the Funds and the number for which each debit to the Funds are niedeed as additional.

ne paid on the rungs. Lenger shall give to Borrower, without charge, an annual accounting of the rungs, showing credit seemity for all sums secured by this Security Instrument. security for all sums secured by this Security Instrument inty for an sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be Seld by applicable law, Lender shall account to ower for the excess Funds in accordance with the remittements of applicable law. If the amount of the Funds held by Borrower for the excess Funds in accordance with the requirements of applicable law. Lender shall account to any time is not sufficient to not the Economisms when the Lender many for amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender they so notify Borrower in writing, and, in the definition. Romower chall make in the

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower in writing, and, in the deficiency in no more than twelve monthly navments at I ender to easie discretion. deficiency in no more than twelve monthly payments, at Lender's sole discretion. ciency in no more man twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Institution. Lender shall provide refund to Borrower and the Borrower and State of Security Institution of Secu Upon payment in tull of all sums secured by this Security Instrument, Lender shall provide returned to Borrower any sale of the Property, shall apply any Funds held by Lender shall acquire or sell the Property, Lender, Prior to the acquisition or sale as a chellit against the same secured by this Security Instrument.

Punds need by Lender. II, under paragraph 21, Lender shall acquire or sell the Property. Lender: Phor to the acquisition of sale as a chelit against the sums area by this Security Instrument.

3. Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under the Mote: Second, to animalist mayable.

paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under the Note; second, to amounts payable Panagrapus 1 and 2 snatt be applied; 10st, to any prepayment enarges due under the Note; second, to amounts under panagraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Characc. Liene. Beamower shall nav all taxes, assessments, characs, fines and impositions attributable. et 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 new attain principal payments. The property of the payments of any payments of any payments of any payments of any payments. A, Charges; Liens, Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Borrower shall not these obligations in the manner provided in naragraph 2. Or if not naid in that manner. Borrower shall Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it any navihem on time directly to the nerson owed navment. Bornower shall monthly firmish to Lender all notices of amounts

Bothower Stall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, isotrower shall not the paragraph. If Romanum makes these maximums directly furnish to Lender all notices of amounts.

Remainer shall naturally furnish to Lender. Pay them on time directly to the person owed payment. Borrower shall promptly rumnsh to Lender all notices of amounts receipts evidencing the navments.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender.

Bottower shall promptly discharge any lien which has priority over this Security Instrument unless Bottower: (a) in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender: (b) contests in grees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in the Lander's contains grees in writing to the payment of the obligation secured by the tien in a manner acceptance to Lender; (b) contests in writing the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion the holder of the lien an agreement satisfactory to

reade to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Page 2 of 8

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 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 suras 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 oth relies 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 Perperty as Borrower's princ pal 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 forteiture 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 feith determination, precludes forfeiture of the Borrower's interest in the Property wither material impairment of the lien created by this Security Instrument or Lender's security interest. Borr wer 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 Nede, 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 to, 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 coverage 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

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premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be said to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property 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 immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is ahandoned by Borrower, or ii, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower halo to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, of its option, either to restoration or repair of the Property

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

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 pangraphs 1 and 2 or change the amount of such

payments.

11. Borrower Not Released; Forbearance By Lender Not a Warver Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument grapted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in metest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right

or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit 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 subsigns this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to morroage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sams 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.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to 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. Any 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 or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

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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 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 permitte(b) 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 testrument 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 z judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then world 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 I (known as the "Loan Servicer") that collects monthly paymente due under the Note and this Security Instrument. Therefore 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 lays.

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 wigone 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, demaid, I wsuit or other action by any governmental or regulatory agency or private party involving the Property and any Farardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified or environmental 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date

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specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall turther inform Borrower of the right to reinstate after 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 sums 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 remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title 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.

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

this Security Instrument, the covenants and agreements of each supplement the covenants and agreements of this Security	
Instrument. [Check applicable box(28)]  Adjustable Rate Rider Condominium	m Rider
	Development Rider Biweekly Payment Rider Ement Rider Second Home Rider
BY SIGNING BELOW, Borrower accepts and agree	s to the terms and covenants contained in this Security
Instrument and in any rider(s) executed by Borrower and reco	mod with it.
Witnesses:	Double (Seal)
	TODD FUERPINSKI -Bortower
	Tobota States (2) (Scal)
	TABITA SHERPINSY
	′ ′ ′ ′
(Scal)	(Scal)
Bunwe	Bortower
STATE OF ILLINOIS ON ( )	County ss:
1. Thermoer signed .a.	County ss.
1. Thermoer signed ,a	Notary Public in and for said county and state do hereby
certify that TODD SHERFINSKI AND	
TABITA SHERFINSKI HUSBAND AND WIFE AND	
	personally known to me to be the same person(s) whose
name(s) subscribed to the foregoing instrument, appeared before	ore me this day in person, and acknowledged that
he signed and delivered the said instrument as 4400 therein set forth.	Liky free and voluntary act, for the uses and purposes
Given under my hand and official scal, this 2ND	day of SEPTEMBER 1997 .
My Commission Expire "OFFICIAL SEAL"	1) Auto (a > Chace
MARTA CAROLINE NELSON	Notary Public
This Instrument was present the COMMISSION EXPRES 8/12/2000	P 9044 0484

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