AL COPY

When Recorded Mail To

NATIONAL LENDING CENTER, INC 700 W HILLSBORD BLVD, B1 #204

DEERFIELD BEACH, FL 33441

97694710

97 SEP 22 MHII: 31

COOK COUNTY.
RECORDER
WHITE MEADOWS

NATIONAL LENDING CENTER, INC.

700 W HILLSBORO BLVD. P. DEERFIELD RE-

RECORDING 37,00 0.50

MAIL

97694710

Space Above This Line For Recording Data!

LOAN NO. 9751537

MORTGAGE

THIS MORTGAGE ("Security instrument") is given on **SEPTEMBER 2**

1997

The mortgagor is JOHN E. CAM SELL AND ERIGA M. GAMPBELL, HUSBAND AND WIFE, IN JOHN F. TENANCY MARRIED TO ERICA, M. CAMPBELL

("Borrower").

This Security Instrument is given to NATIONAL LENDING CENTER, INC.

THE STATE OF FLORIDA which is organized and existing under the laws of address is 700 W HILLSBORO BLVD, B1 #204,

, and whose ("Lender").

DEERFIELD BEACH, FL 33441

ONE HUNDRED THOUSAND EIGHT HUNDRED AND Borrower owes Lender the principal sum of

00/100

Dollars (U.S. \$ 100,800.00). This debt is evidenced by Borrovier's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, it not paid earlier, due and payable on SEPTEMBER 2 . 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 Portower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK SOM OFFICE County, Illinois:

"SEE ATTACHED SCHEDULE A"

which has the address of 2709 KNOLLWOOD PLACE HAZEL CREST

Illinois

60429

[Street] ("Property Address"); (City)

(Zip Coda)

97694710

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A Comment

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures 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 hereby 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 Note.
- 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 taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold 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, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph of in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, cours, and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Paragwer's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 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 otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Ederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and apolying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless 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 provines 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 value into of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, 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 that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish 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 manner acceptable to Lender; (b) contests in good faith the lien

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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 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 Listrament, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrover's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender o the extent of the sums secured by this Security Instrument immediately

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 Bor ower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Somewer shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Ecrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's becurity interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall cloo be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but rut 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 leasencie 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 ag expents 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.

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Initials

Property of Cook County Clerk's Office

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

In the event of a total wang of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, wind any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property inumediately 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. 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at 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 paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted 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 interest 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 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; (b) 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.
- 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

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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 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 permitted

by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which 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 shall continue unchanged. Upon rains atement 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. Too Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior rotice 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 1/2 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 oresence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow aryone 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, den and, 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. Bor ower 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 no ardous 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 material. 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 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 further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-

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UNIFORM INSTRUMENT

existence of a default or any of before the date specified in the this Security Instrument without shall be entitled to collect all elimited to, reasonable attorne	e notice, Lender at its op ut further demand and m xpenses incurred in purs	ition may require immed ay foreclose this Security uing the remedies provid	liate payment in fu y Instrument by jud	ll of all sums secured by icial proceeding. Lender	
22. Release. Upon paymento Borrower. Borrower shall p	nt of all sums secured by	this Security Instrument,	Lender shall release	this Security Instrument	
§ 23. Waiver of Homestead	I. Borrower waives all ri				
24. Riders to this Securit Security Instrument, the covena					
the covenants and agreements applicable box(es)]					
Adjustable Rate Ri	der	Condominium Rider		1-4 Family Rider	
Graduater! Paymen	t Rider	Planned Unit Developmer	n Rider	Biweekly Payment Rider	
Balloon Ride		Rate Improvement Rider		Second Home Rider	
X Other(s) [specify] EQUITY, OWNER OCCUPIED					
BY SIGNING BELOW, Bo in any rider(s) executed by Bor Witnesses:			unts contained in this	Security Instrument and	
withesses.		AMA	I W M COL	(Seal)	
		JOHN R. CAMI	BELL	Borrower	
	<u></u>	COLCA M. CAN	PBELL signi	ng for the Borrower	
		sole purpose	or waiving no	mestead rights(Seal)	
		MC	6	-Borrower (Seal)	
			77	Borrower	
	(Space Below	This Line For Acknowledgment)	· · · · ·	· ·	
STATE OF ILLINOIS,	,	Coc	County ss:		
I, do hereby certify that JOH	undusyd N E. CAMPBELL AND	•	•	for spic county and state,	NCY
	Maria	onally known to me to be	the same person(s)	whose name(s) ARE	
subscribed to the foregoing inst signed and delivered the said in	rument, appeared before	me this day in person, an	d acknowledged tha	THEY urposes therein set forth.	
Given under my hand and o		day of SEPTEM	BER	, 1997 .	
My Commission expires:	OFFICIAL SEAL ROBERT G BURN NOTARY PUBLIC STATE C NOTARY PUBLIC STATE C NOTARY PUBLIC STATE C	THE INCOME.	1. AUR) in	•
	NOTARY PUBLIC STATE C MY COMMISSION EXP. JU		976947	to	
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UNOFELCIAL COPY

This Rider to Mortgage, Deed of Trust, Security Deed or similar security instrument (hereinafter referred to as "Mortgage") is made on this 2ND day of SEPTEMBER 1997, and is hereby incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned JOHN E. CAMPBELL, , ERICA M. CAMPBELL,

to secure Borrowers note to NATIONAL LENDING CENTER, INC.. ("Lender") of the same date and covering the property described in the Mortgage as follows:

"SEE ATTACHED SCHEDULE A"

In addition to the covenants and agreements made in the above described Mortgage and Note, the Borrower and Lender further covenant and agree as follows:

- 1. In the event of any default under the said Mortgage and/or Note, interest shall be payable on the whole of the outstanding principal balance from the date of such default and for the subsequent duration of such default at the highest rate of interest permitted by law including the limitations of the Home Cwi ership and Equity Protection Act of 1994.
- 2. If any other lien, encumbrance or mortgage upon the subject property, whether superior or junior to the lien of this Mortgage, is delinquent or in default, this Mortgage and the Note secured hereby shall be in default and the holder of this Mortgage and Note shall be entitled to enforce all remedies provided in this said Mortgage and/or Note as well as all other remedies provided by law.
- 3. The undersigned does hereby agree to pay all and singular the principal and interest and all other sums of money payable under the said Mortgage and Note promptly on the due date of each installment, it oen g understood and agreed that if said payment is more than 10 days late, there shall be a late charge of five percent 5 % of the overdue payment of principal and interest. The Lender shall be required to give notice to the Borrower prior to acceleration and foreclosure of the subject property, and the Borrower shall have no right to reinstate or otherwise bring corrent the Mortgage and Note after a period of 30 days has elasped from time of acceleration.

4. If there is any conflict between the provisions in this Rider to Mortgage and those contained in the above described Mortgage and Note, the provisions of this Rider to Mortgage shall supercede and control the conflicting provisions of the said Mortgage and Note.

IN WITNESS WHEREOF, the Borrower has executed the terms, provisions and covenants contained hereinabout the terms.	this Rider to Mortgage and has addepted and agreed to be bound by
WITNESS	JOHN B. CAMPBEAL
WITNESS	ERICA M. CAMPBELL
WITNESS	97694710
at variety 150 Maria	

WITNESS

IL equity 9751537 CAMPBELL

UN OWNER COCUPED RIGEO PY

LOAN NO. 9751537

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned (herein referred to as "Borrower") hereby covenants and agrees that all of the provisions of this Rider shall be and are hereby made an integral part of the Deed of Trust, Deed to Secure Debt, Security Deed, Mortgage or similiar Security Instrument attached hereto and intended to be dated of even date herewith (herein referred to as "the attached Security Instrument") given by borrower to secure Borrower's Note payable to the order of NATIONAL LENDING CENTER, INC., its successors or assigns (herein referred to as "Lender") and covering the Property hereinafter identified and being more particularly described in the attached Security Instrument (hereinafter referred to as "the Property").

- 1. Borrower has heretofore made certain representations in writing to Lender regarding Borrower's good faith intentions of establishing, occupying, using and maintaining the Property as the primary residence of Borrower and such representations were made by Borrower for the express purposes of inducing Lender to rely on the same and to grant to Borrowers the homeowner loan secured by the attached Security Instrument. Therefore, Borrower does hereby warrant and represent that Borrower now occupies the Property as Borrower's principal residence or in good faith will so occupy the Property, commencing such occupancy not later than: (a) thirty (30) days after this date or (b) thirty (30) days after the property shall first have become ready for occupancy as a habitable dwelling, whichever is later.
- 2. Borrower agrees that the war my and representation set forth in Paragraph 1, hereinabove constitutes an additional covenant of the attached Security instrument and that the Borrower's failure shall constitute a breach of covenant under the attached Security Instrument that shall entitle the lender, its successors and assigns, to exercise the remedies for a breach of covenant provided in the attached security instrument.

attached Security Instrument that shall entitle the lender, its successors and assigns, to exercise their direction of covenant provided in the attached security instrument.

DATED: SEPTEMBER 2, 1997

JOAN E. CAMBELL

PROPERTY ADDRESS:
2709 KNOLLWOOD PLACE
HAZEL CREST, IL 60429

STATE OF ILLINOIS

SS:

COUNTY OF SS:

JOHN E. CAMPBELL

A Notary Public in and for said county and state, do hereby certify that

JOHN E. CAMPBELL,

personally known to me to be the same person(s) whose name(s) (is) (is) (ib) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he)(she)(she)) signed and delivered the said instrument as (his)(her)(fheir) free and voluntary act, for the purposes therin set forth.

Given under my hand and official seal, this 2ND day of SEPTEMBER, 1997.

Notary Public

97694710

IL Hawned 12/96 9751537 CAMPRELL

OFFICIAL SEAL ROBERT G BURNS NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 10,2001

LEGAL DESCRIPTION UNOFFICIAL COPY

LOT 62 IN PACESETTER KNOLLCREST, HARRY M. QUINN MEMORIAL SUBDIVISION,
A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST
QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 28-36-104-015

Proberty of Cook County Clerk's Office

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