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RECORD AND RETURN TO:
PACOR MORTGAGE CORP.

3001 WEST 111TH STREET-SUITE 103
CHICAGO, ILLINOIS 60655

Prepared by:
SUSAN CLARK
CHICAGO, IL 60655

0000918836

DEPT-01 RECORDING \$31.50
T40011 TRAN 4996 D1/08/97 13149100
40126 & KP #97-017520
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 2, 1997 . The mortgagor is JONATHAN BELLOWS AND ALLISON BELLOWS, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to PACOR MORTGAGE CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 3001 WEST 111TH STREET-SUITE 103

CHICAGO, ILLINOIS 60655 (Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ 168,750.00).

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 FEBRUARY 1, 2027

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following

described property located in COOK County, Illinois:

LOT 21 (EXCEPT THE SOUTH 13 FEET) AND LOT 22 IN BLOCK 7 IN DEVON MCCORMICK BOULEVARD ADDITION TO ROGERS PARK IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-35-408-011
10-35-408-041
VOLUME 130

Parcel ID #:

which has the address of 6621 NORTH ST. LOUIS , CHICAGO
Illinois 60645 Zip Code ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 8/98

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Borrower shall promptly pay over to Lender any part of the Property to which may be subject to a lien which may attach upon unforseenment of the item; or (c) security from the holder of the item an agreement whereby to Lender a superluminary to the item, or delinquent encroachment of the item, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation accrued by the item in a number acceptable to Lender; (b) contains in good faith the item by, or delinquent encroachment of the item, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation accrued by the item in a number acceptable to Lender; (a) agrees in

it Borrower makes there payment directly to Lender reciting the payment directly to Lender under paragraph 2;

4. Charges; Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay item on time directly to the person owed payment. Borrower shall promptly pay under this paragraph,

5. Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, and 2 shall be applied first, to any prepayment charge due under the Note; second, to amounts payable under paragraph 2;

6. Security Instrument, Funds held by Lender at the time of acquisition of realty under this Note, prior to the acquisition of realty of the Property, shall apply until due, to any late charge due under the Note.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any payment in full of all sums received by this Security instrument, Lender shall make available to Borrower any funds held by Lender to make up the deficiency. Borrower shall make up the deficiency in no more than

one day to Lender the amount necessary to pay the Ercrow item when due, Lender may do notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender in any application law permitted to be held by Borrower exceeds the amount paid by Borrower to Lender to account to Borrower

of the Funds held by Lender in accordance with the applicable law, Lender shall account to Lender a role of account.

7. Payment of Taxes and Interest, The Funds are pledged as additional security for all sums received by Lender under this Security instrument.

8. Annual Accruing of the Funds, notwithstanding creation, and default of the Funds used to pay to Borrower, Lender shall give to Borrower,

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall not be required to pay Borrower any interest on the Funds unless Lender receives a sum equal to the amount paid by Lender to Borrower,

9. Termination of the Ercrow item, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such application law requiring the Ercrow item, Lender may not charge Borrower for holding and applying the Funds, annually, starting the day following the date of

(including Lender, if Lender is auch an initial user) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

Funds shall be held in an individual whose deposit is insured by a federal agency, insurability, or entity.

10. Payment of Other Taxes in Accrual, which applies to the Ercrow item.

Lender may estimate the amount of taxes on the Funds of current due and removable estimates of expenditure of future

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

1974 as demanded from time to time, 12 U.S.C. Section 260 et seq. ("RPSA"), unless another law limits application of mortgagel loan may, at any time, collect and hold Funds in an amount not to exceed the maximum premium.

Lender may, if any, pay, in lieu of the payment of mortgage insurance premium, the item are called "Ercrow item," the provision of paragraph 8, in lieu of the payment of mortgage insurance premium, the item are called "Ercrow item," if any; (e) years; (f) insurance premium, if any; and (g) any sum payable by Borrower to Lender, in accordance with

or ground rates of the Property, if any; (c) yearly hazard or property insurance premium; (d) yearly flood insurance premium,

and assessments which may accrue over this Security instrument as a lien on the Property; (h) yearly leasehold premium,

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

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

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

1. Payment of Premium and Interest, Borrower shall pay when due the Note.

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

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

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

THIS SECURITY INSTRUMENT generally the title to the Property against all claims and demands, subject to any encumbrances of record.

and will defend generally the Property in its name and demands, subject to any encumbrances of record. Borrower warrant

that and convey the Property to Lender in unencumbered, except for encumbrances of record, Borrower warrant

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

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(4). Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing at or by first-class mail unless otherwise specified in the Note.

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, respectively, and the covenants and agreements shall be joint and several. Any successor who co-signs this Security Instrument shall be liable to Lender and Borrower, jointly and severally, for all obligations of Lender and Borrower under this Security Instrument.

Secured by this Security Instrument, whether or not in writing, any application of proceeds to principal shall not exceed or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the date of the non-negligible payment referred to in paragraph 1 and 2 or change the amount of such payments.

If this Property is abandoned by Borrower or if, after notice by Lender to Borrower within the condominium offered to unlike a award of a settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the amounts.

In the event of a total taking of the Property, the proceeds shall be applied to the sum accrued by the Security Instruments, whether or not due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the sum accrued by the Security Instruments is less than the amount of the debt due, with any excess paid to Borrower before the taking, the amount of the debt due will be paid to Borrower and the remainder applied to the sum accrued by the Security Instruments. Security Instruments shall be reduced by the amount accrued by the Security Instruments before the taking, divided by (b) the fair market value of the sum accrued immediately before the taking, divided by (c) the fair market value of the Property immediately before the taking, is equal to or greater than the amount of the proceeds applied to the Security Instruments.

10. **Congressman's Note.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other lands of any part of the Property, or for conveyance in lieu of condemnation, are hereby withheld

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9) 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 retransfer) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the changes in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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GRILL (1980)

Form 301A 8/80

JAMIE E HOWARD
"OFFICIAL SEAL"
Notary Public
State of Illinois
Notary Public, State of Illinois
Commission Expires 1/20/99

My Commission Expires:

Given under my hand and official seal, this 2nd day of July 1997.
Signed and delivered the said instrument as THREE free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
personally known to me to be the same persons (a) whose name(s)

JONATHAN BELLOWS AND ALLISON BELLONS, HUSBAND AND WIFE

of Notary Public in and for said County and state do hereby certify
that

STATE OF ILLINOIS, COOK

-Borrower
(Seal)-Debtower
(Seal)-Borrower
(Seal)-Borrower
(Seal)

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement
the conventions and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
 1-4 Family Rider
 Grandminimum Rider
 Biweekly Payment Rider
 Planed Unit Development Rider
 Rate Impovement Rider
 Other(s) [Specify] VA Rider
 Graduated Payment Rider
 Balloon Rider
 Adjustable Rate Rider
 Check applicable box (a), (b) or (c).

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
 Without charge to Borrower, upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument
 22. Release. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
 preceding, Lender shall be entitled to collect all expenses incurred without further demand and may foreclose this Security Instrument by judicial
 sale, or before the date specified in the notice, Lender, at his option, may require immediate payment in full of all sums
 non-estoppel of a default, or any other default, or acceleration and foreclosure. If the default is not cured on
 demand Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding its
 secured by this Security Instrument, foreclosed proceedings and sale of the Property. The notice shall furnish
 (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum
 (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
 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;