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* *********	nw		3714	44	w.

Fleet Mortgage Corp.

11200 West Parkland Avenue, Atm: Dept. 0266, Support Area

Milwankee, Wisconsin 53224

DEPT-01 RECORDING

\$31.00

- T#0012 TRAN 3737 01/16/97 12:23:00
- \$1016 \$ CG #-97-036247
 - COOK COUNTY RECORDER

76.44-360K Recording Date]

FMC# 372271840

THIS MORTGAGE ("Striky Instrument") is given on JANUARY 10, 1997. The mortgagor is DANIEL J. POWLMAN and DEBORAH A. POSE MAY, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to FLEET MORTGAGE CORP., which is experized and existing under the laws of THE STATE OF SOUTH CAROLINA, and whose address is 1333 MAIN STREET, SUVIE 700, COLUMBIA, SOUTH CAROLINA 29301 ("Leader"). Borrower owns Lender the principal sum of TWO HUMIMED TWENTY THOUSAND AND 90/100ths Dollars (U.S.\$220.000.00). This 4cht is evidenced by Borrower's note dated the saide 12th 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 agricularia under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lei der the following described property located in COOK County, Illinois:

LOT 17 IN SUBDIVISION OF BLOCK 4 (EXCEPT THE NORT): 22 FEET THEREOF) IN QUICK'S SUBDIVISION OF THAT PART OF THE NORTHEAST WAZYING NORTH OF LAKE STREET OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD Clert's Office PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 15-12-212-004-0000

which has the address of \$39 N. LATHROP AVENUE

Illinois

("Property Address");

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."

(Street)

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage. grant and convey the Property and that the Property is unencombered, except for encushrances of record. Borrower wastants and will defend generally the title to the Property against all claims and demands, subject to any encumbraness of record.

ILLENOIS-Single Family-Famile Mac/Froddie Mac UNIFORM INSTRUMENT

3/00

BOX 333-CTI

THIS SECURITY INSTRUMENT continues 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 tones and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lended payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow lums." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a fuderally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 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 extinute 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 as institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge ferrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless ander 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 thus loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid Larder 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 so the Funds was made. The Funds are pledged as add ticeal security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permatted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so a citify 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 an more than twolve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, ander shall promptly refund to Berrower any Punds 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 paragraph 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second to emounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Lieux. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Proposty which may attain priority over this Security Instrument, and leasehold payments or ground routs. If may Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pry them on time disactly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid ander 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 Bonder: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to provent 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 Innurance. Borrower shall keep the improvements now existing or hereafter exceed on the Property innured 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.

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All insurance policies and received that be properties plend range shall include a state and mortgage clause. Leader 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 actile 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 demage 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; Louisbelds. Borrower shall occupy, exhall 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 sender otherwise agrees in writing, which consent shall not be narremonably withheld, or unless extenuating circumstances exist thich are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to Exerciseste, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil of chiminal, 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. Borsower may cure such a default and reinstate, as provided in organizable 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precluing 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 muterally false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in councer'by, with the loan evidenced by the Note, including, but not limit to, representations concerning Borrower's occupancy of the Er sperty as a principal residence. If this Security Instrument is on a lemehold, Borrower shall comply with all the provisions of the leare. It Borrower acquires fee title to the Property, the lemehold and the fee title shall not merge unless Lender agrees to the merger us withing.

7. Protection of Lender's Rights in the Property. If Borrower tails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significately 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 firstrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Length my 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 Parrower secured by this Security fastrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall her interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower and shall be payable, with interest, upon notice from Lender to Borrower and shall be payable.

8. Martgage Insurance. If Lender required mortgage insurance as a condition of making the loan exceed by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any season, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the pression's 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 Lander. If substructivally equivalent mortgage insurance coverage is not available, florrower shall pay to Leader such month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or one be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage innumance. Loss reserve payments may no longer be required, at the option of Leader, 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 impaction.



10. Condemnation. The proceeds of any aware or claim to la pages direct or consequencial, 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 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 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. In trument, whether or not then due.

Unless Lender and Boylower otherwise agree in writing, any application of proceeds to principal shall not extend or postpose the due date of the monthly on ments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Release, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured or 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 concessor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Insormant 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 successor; 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 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. Lean Charges. If the loan secured by this Security Instrument is sticized 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 thall be reduced by the ancient necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeds permitted limits with he 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 drawring it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to as Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lander'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. Berrower'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 accured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remodies permitted by this Security Instrument without further notice or demand on Borrower.

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- 18. Berrower'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 low 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 stans 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 Berrower'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 haveby shall sense 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; Carage of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold or a or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that gold ets mouthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer are 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 are 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 pre-eding 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 in extified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly the 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 fluored or toxic petroleum products, toxic petroleus 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 selate 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 horrower's broach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 1" vales 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 exact, and (d) that follows to cure the default on or before the date specified in the notice may result in acceleration of the news mound by this Socurity Instrument, foreclosure by judicial praceeding and sale of the Property. The notice shall further follows Borrower of the right to reinstate after acceleration and the right to amert in the foreclosure proceeding the non-outstance of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not onced on or before the date specified in the notice, Lender at its option may require immediate payment in full of all some secured by this focurity Instrument without further demand and may foracione this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remodies provided in this paragraph 21, including, but not limited to, reasonable attorneys! four and custs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestend. Borrower waives all right of homestend exemption in the Property.

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🗆 Adjustable Rate Rider	Condominium Rider	1-4 Family Rider	
Graduated Payment Rider	□Planned Unit Development Rider	☐ Riweckly Payment Rider	
☐ Balloon Rider ☐ Other(s) [specify]	□Rate Improvement Rider	Second Home Rider	
BY SIGNING BELOW, Borrower as any rider(s) executed by Borrower and re	coepts and agrees to the terms and covenants contactorded with it.	nined in this Security Instrument and is	
Witnesses:	· Daniel Od	Llowers (Seel)	
0,	DANGEL J. POGLI Social Security Numb	KAN	
)		
9	Or Debora	ba. Pohlman (sa)	
	DEBORAH A. POI Social Security Numb		
	94		
	(Seal)	(Saul)	
Social Security Number	-Borrower Social Security Numb		
**************************************	[Space Below This Line For Acknowled Satur]		
STATE OF ILLINOIS, COOK	C.	unty ss:	
1. Ohe Unllowgel		nd crarty and state do hereby custify	
that DANIEL J. POHLMAN and DI same person(s) whose name(s) &L	EBORAH A. POHLMAN, HUSBAND AND WI subscribed to the foregoing instrument, appr		
	ned and delivered the said instrument	free advoluntary act, for the	
My Commission Expires:	NANCY A NEWSCER	Albert C	