Prepared by:

BANC ONE MORTGAGE CORPORATION

111 Monument Circle, Suite 1211, P.O. Box 7700

Indianapolis, IN 46277

DEFTHOM RECORDING

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**MORTGAGE** 

THIS MORTGAGE ("Security Instrument") is given on Jacuary 31, 1997.
WILLIAM S. TOSTLERE AND MARCY A. TOSTLERE, BUSSIANS AND MITTER

. The mortgagor is

WILLIAM S. TOSTLEBE AND MARCY A. TOSTLEBS. HUSSANG AND WIFE ASSESSMENT

("Borrower"). This Security Instrument is given to Baric Ina Mortgage Corporation

which is organized and existing under the laws of The State of Delaware

and whose

address is 132 E. Washington Street, Suite 302

Indianapolis, IN 46204

Ninety Three Thousand and No/100

"Lander"). Bostower ower Leader the principal sum of

Dollers (U.S. \$

93,000.00 ).

This dele is evidenced by Borrower's note dated the same date as this Section Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Fabruary 01, 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 nums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverages and agreements under this Security Instrument and the Note. For this purpose, Borrower does nereby mortgage, grant and convey to Lender the following described property located in Cook

County, Illinois:

LOT 5 IN PLUM GROVE ESTATES-UNIT NUMBER 3. A SUBDIVISION IN SECTION 35. COMMENIP 42 HORTH, RANGE 10, MAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PIAT AMERICAP RECORDED JULY 18, 1956 AS DOCUMENT NUMBER 16642467, IN COOK COUNTY, ILLINOIS.

37074452

74. # 11 38 319-116 1000

Which has the address of 327 Long Acres Lane, Polatine

Ulizzis 60067

[Zip Code] ("Property Address");

BLUNCON Single Family-FRIMA/FHS.SIC UNIFORMS
INCOME TO THE SINGLE STRUME SIT FORM SO14 9/90

Amended 5/3

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VMP GEOSTGAGE FORGES - 6800/621-7291

(Street, Capt)



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appunivelences, and fixtures now or hereafter a seri, of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing a referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, great and convey the Property and that the Property is unencombered, except for encombrances 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 premptly 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 lessehold payments as ground rents as for Property, if any; (c) yearly bazard or property insurance premiums; (d) yearly flood insurance premiums; if any: (e) yearly morture insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragonals, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Rems." Lender easy, at eny time, causet and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may recorn for Borrower's encrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, '2 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender way, 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 Escrew Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal evency, instrumentality, or entity (inclusive Lender, if Lender is such an institution) on in any Federal Home Loun Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for being and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrows, 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 provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Londer shall not be required to pay Borrower any interest or earnings on the Funds. Borrows and Lender may agree in writing, however, that interest (as!) 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 accurity for all sums accured 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 amount 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 accured by this Security Instrument, Lender shall premptly refund to Borrower any Funds held by Lender. If of the Property, shall application of F

3. Application of F

1 and 2 shall be applied: third, to interest due: for Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prox 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 express the same secured by

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable order 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, fixes 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 menner provided in paragraph 2, or if not paid in that menner, 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 compily 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 by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lies; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lander determines that any part of the Property is subject to a lien which may attain priority over

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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 improvenents now existing or hereafter erected on the Property insured against loss by tire, 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 right in the Property in sepretance 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 less 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 accurity is not lessed. If the restoration or repair is not economically feasible or Lender's acceptly would be lessened, the insurance proceeds shall be applied to the sums secured by him Security Instrument, whether or at their due, with any excess paid to Borrower. If Borrower abundons the Property, or does not see 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-may period will begin when the notice is given.

Unless Lender and Borrow's otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments reserved to in paragraphs 1 and 2 or change the arrows of the payments. If their 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 acquiring shall pass to Lender to the extent of the sums accused by this Security Instrument

immediately prior to the sequisition.

6. Occupancy, Preservation, Maintenence and Protection of the Property; Borrower's Loan Application; Leastholds. 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 Berrower'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 Borrow'r's control. Borrower shall not destroy, damage or impair the Property, allow the Property to Scientificate, or commit waste of the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lodor's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien crested by this Security Instrument or Lender's security interest. Borrower any cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a reling that, in Lender's good faith determination, precludes forfeiture of the Corrower'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 felse or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidences by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residu see. If this Security Instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title in the Property, the lessehold 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 covernals of 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. Leader's action; 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 1 ander may take action under this paragraph

Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become excitional 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 v the Note rate and shell be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrows: 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 some twelfit 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 Lander again becomes available and is obtained. Borrower shall pay the provider of the period to excitation mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance works in accordance with any written agreement between Borrower and Lender or applicable law.

9. Imperison. 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.

18. 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 Lorder.

In the event of solul 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 sanker 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 to 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 guid 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, 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 Lastrament whether or not the sums are then due.

If the Property is abandoned by Borrower, or in after notice by Lender to Borrower that the condemnor offers to stake at sward 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, as in option, either to restoration or repair of the Property or to the same secured by this Socurity Instrument, whether or not then due.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postgone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

13. Borrower Not Released; Forbearance By Lender Not a Waver. 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 aversions in interest. Lender shall not be required to consider against any successor in interest or refuse to extend time on payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand wate 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 only to more and grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally collected to pay the same 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. Lease Clearges. 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 accorded limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lander 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 small 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 small to

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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; Severahilly. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is to ated. In the event that any provision or clease 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 Bereficial Interest in Borrower. If all or any part of the Property or any interest in it is seld 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 same 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 Lemier exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of set less than 30 days from the date the notice is delivered or mailed within which Emmower must pay all sums secured by this Security Instrument. It Porrower fails to pay these sams 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 Rivist to Reinstate. If Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security last unent 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 and sums which then would be dre 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 save that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secures by this Security Instrument shall continue unchanges 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 here wer. A sale may result in a change in the entity (known as the "Loan Servicer") that collects mouthly payments the under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer. Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other information required by applicable law.

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

Sorrower shall promptly give Lender written notice of any investigation, claim, demand, law of or other action by any governmental or regulatory agency or private party involving the Property and any Hazankous Substance of Environmental Law of which Borrower has actual knowledge. If Borrower teams, 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: gaseline, kerosene, other finances—or textic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or termaldebyde, and radioactive materials. As used in this paragraph 20. "Environmental Law" messas federal laws and issue 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 florrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (tut not prior to acceleration under paragraph 17 unless

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Acct No: 59104802 - applicable tow provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a date, not less them 30 days from the date the notice is given to Borrower, by which the default must be cared; and (in that failure to cure the delicalt 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 f wither inform Borrower of the right to reinstate after acceleration and the right to essert 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 cared on or before the dute 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 proxyeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this puragraph 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 23 Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waive	s all right of homestead exemption	is the Property.	
24. Riders to the Necestry Instrument. If Security Instrument, the covenants and agreement the covenants and agreement of this Security Inst [Check applicable box(cs)]  Adjustable Rate Rider	s of each such rider shall be incorporated as if the rider(s) were a pure condominium Rider	porated into and shall emend and supplet of this Security Instrument.  [ ] 1-4 Family Rider	
Gracinated Pryment Rider Balicon Rider	Planned Unit Development Rider Rate Improvement Rider	Biweekly Payment Rider Second Home Rider	
L VA Rider	Other(s) [specify]		
BY SIGNING BELOW, Borrower accepts as in any rider(s) executed by Borrower and recorded		nts contained in this Security Instrum	pas to
Witnesses:	Millon B.	Touth	(Seel)
Maureal Emmon	D Fillian S. To	ostlebe -	HTOWN
	Tlexus	a. Sastlebu	(Soal)
<del></del>	Hancy L. Top:	ilebe -8c	Kingan
	(Scal)	(Op.,	(Scal)
	-Bostower		ALON AL
STATE OF FILINOIS,  White wadersigned  Chillian I Little.	Cock Co	unity as: d for said course as state do hereby o	ertify
the Audian I Settlebe.	and Turky A St	Alebe, lus mye	
	, personally known to	me to be the same person(s) whose na	arc(s)
subscribed to the foregoing instrument, appeared be signed and delivered the said instrument as	ctore and this day in person, and a $\frac{24}{3}$ free and voluntary act	cknowledged that Appele	forth.
Given under my hand and official seal, this		uan 1997.	
My Commission Expires: [4]566	Lunhi a.	asteman	
72-16-6	Noisry Public		

OFFICIAL SEAL MARY CASHMAN

MOTARY PUBLIC, STATE OF RAMOIS MY COMMISSION EXPIRES:03/25/00