

UNOFFICIAL COPY

GLENVIEW STATE BANK
 ATTN:
 800 WAUKEGAN RD
 GLENVIEW, IL 60025
 708-729-1900 (Lender)

0001
 RECORDING # 23.00
 MAILINGS # 0.50
 97081560 #
 02/05/97 0011 PCH 10:03

RELEASE OF MORTGAGE

GRANTOR				BORROWER			
NAME MILTON HUMMEL JULIA S. HUMMEL				NAME MILTON HUMMEL JULIA S. HUMMEL			
ADDRESS				ADDRESS			
1312 PAM ANNE DRIVE GLENVIEW IL 60025				1312 PAM ANNE DRIVE GLENVIEW IL 60025			
TELEPHONE NO.		IDENTIFICATION NO.		TELEPHONE NO.		IDENTIFICATION NO.	
OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER	
	7.3750%	\$ \$100,000.00				3325619	

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE WAS FILED.

KNOW ALL MEN BY THESE PRESENTS, that GLENVIEW STATE BANK of the County of Cook and State of ILLINOIS for and in consideration of the payment of all or a portion of the indebtedness secured by the MORTGAGE and hereinafter mentioned, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, CONVEY, AND QUIT CLAIM unto Grantor and Grantor's heirs, legal representatives and assigns, all the right, title interest, claim or demand whatsoever it may have acquired in, through or by a certain MORTGAGE and bearing date the 31st day of July 1995, and recorded in the Recorder's (Registrar's) Office of Cook County, in the State of Illinois, in Book of records, on Page as Document No. 95507387 and in Book of records, on Page , as Document No. , to the premises therein described as follows, situated in the County of Cook, State of Illinois, to wit the property described in Schedule A on the reverse, together with all appurtenances and privileges thereunto belonging or appertaining thereto.

Permanent Real Estate Index Number(s): 04-33-112-015
 Address(es) of Premises: 1312 PAM ANNE DRIVE GLENVIEW IL 60025

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23.50
PCH

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177 St. Ann Street
1312 Dam Lane NW
Alhambra, CA 90025

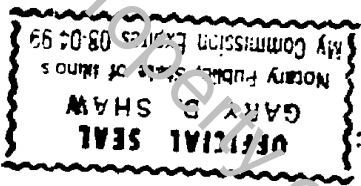


97081560

PIN: 04-33-112-015

LOT 6 IN FAN ANNE ESTATES UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCHEDULE A



Commission expires:

Notary Public

day of December 1996

Given under my hand and seal this

and personally known to me to be the Secretary of said corporation, and before me this day in person and several names are subscribed to the foregoing instrument, appeared, pursuant to authority given by the Board of Secretary, they signed and delivered the said instrument and caused the corporation to be affixed act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY

STATE OF Illinois
COUNTY OF Cook
I, the undersigned

COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE

This instrument was prepared by and after recording return to:

By: Judith R. Handberg
MORTGAGEE: GLENVIEW STATE BANK
His: 1112 Lake Park
Attest: Glen White
JRW

Witness its hand and seal, this 5th day of December 1996.

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Prepared by & Mail to:

Pan American Financial
Services, Inc.
4250 N Marine Dr #228
Chicago, Il 60613



02/05/97

0015 MCH	11:00
RECORDING #	31.00
MAILINGS #	0.50
97081568 #	
0015 MCH	11:00

02/05/97

CST 970141

MORTGAGE

THIS MORTGAGE (Security Instrument") is given on January 25, 1997. The mortgagor is ALBERTA M MOORE DIVORCED AND NOT SINCE REMARRIED ("Borrower"). This Security Instrument is given to Pan American Financial Services Inc. which is organized and existing under the laws of Illinois and whose address is 4250 N. Marine Drive Suite 228 Chicago, IL 60613 ("Lender"). Borrower owes Lender the principal sum of THIRTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$37,500.00). 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, 2017. 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

THE NORTH 19 FEET OF LOT 1 IN BLOCK 1 IN LAWDALE REDEVELOPMENT CORP. RESUBDIVISION OF PARTS OF LOTS 5 AND 6 IN THE SUBDIVISION BY THE EXECUTORS OF WALTER BUTLER OF LOT 3 IN ASSESSOR'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN# 16-22-411-033-0000

which has the address of 1843 KEELER CHICAGO IL 60623-

PREPARED BY: K GRANZIG OF PAN AMERICAN FINANCIAL SERVICES, INC.
4250 N. MARINE DRIVE #228, CHICAGO IL 60613

(Page 1 of 6 pages)

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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 seized 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, 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 Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally 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 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 Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying 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 provides 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 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 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 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

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for the periods that Lender requires. The insurance shall be subject to Lender's approval which shall not be unreasonably withheld. 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 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 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 Leaseholds. Borrower shall occupy, establish, and maintain 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 is begun that in Lender's good faith judgment could result in forfeiture of the Property or other impairment of Lender's security interest. Borrower shall use material property and maintain the Property in good repair, and shall not allow the Property to deteriorate, or commit waste on the Property. Borrower shall not use the Property for any purpose other than as a principal residence, and shall not use the Property for any purpose which would materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that it does not materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower fails to provide information or statements to Lender (or failed to provide such information or statements to Lender) as required by the Note, including, but not limited to, information concerning the Property, if the Property is not Borrower's principal residence. If this Security Instrument is not recorded, and 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, or foreclosure), 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 expenses, or taking any other action necessary to protect the value of the Property and Lender's rights in the Property. Lender does not have to do any of these things if the action or proceeding is not likely to result in a loss to Lender.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender otherwise agree in writing, 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 requires mortgage insurance as a condition of making the loan, 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 not to exceed the cost to Borrower of the mortgage insurance previously in effect. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the mortgage insurance premium being paid by Borrower when the mortgage 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 shall be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that is available and is obtained. Borrower shall pay the 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.

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 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 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.

and Protection of the Property; Borrower's Loan Application:

Borrower shall occupy, establish, and maintain 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 is begun that in Lender's good faith judgment could result in forfeiture of the Property or other impairment of Lender's security interest. Borrower shall use material property and maintain the Property in good repair, and shall not allow the Property to deteriorate, or commit waste on the Property. Borrower shall not use the Property for any purpose other than as a principal residence, and shall not use the Property for any purpose which would materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that it does not materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower fails to provide information or statements to Lender (or failed to provide such information or statements to Lender) as required by the Note, including, but not limited to, information concerning the Property, if the Property is not Borrower's principal residence. If this Security Instrument is not recorded, and Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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, or foreclosure), 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 expenses, or taking any other action necessary to protect the value of the Property and Lender's rights in the Property. Lender does not have to do any of these things if the action or proceeding is not likely to result in a loss to Lender.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender otherwise agree in writing, 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.

If Lender requires mortgage insurance as a condition of making the loan, 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 not to exceed the cost to Borrower of the mortgage insurance previously in effect. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the mortgage insurance premium being paid by Borrower when the mortgage 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 shall be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that is available and is obtained. Borrower shall pay the loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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.

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enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of the date of the Security Instrument.

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 in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person).

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 for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument declared to be severable.

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

to Lender's address stated herein or any other address designated by notice to Lender. Any notice shall be given by first class mail mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by this Security Instrument shall have been given to Borrower or Lender when given as provided in this paragraph.

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 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

prepayment charge under the Note. If a refund reduces principal, the reduction will be treated as a partial prepayment without any direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a refund to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a charge to the permitted limits, and (b) any sums already collected from Borrower which exceeded permitted limits will be 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 reduce 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.

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 taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, 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. In the event of a partial 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, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the 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.

9. 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 one monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

7. 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 reduce 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.

6. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (as 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.

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

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

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

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

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

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applicable law may specify for reinstatement) before the Security Instrument; or (b) entry of a judgment enforcing the Security Instrument; or (c) entry of a judgment enforcing the Note; or (d) entry of a judgment enforcing the Note and the Security Instrument; or (e) entry of a judgment enforcing the Note and the Security Instrument and the Note as if no acceleration had occurred; or (f) entry of a judgment enforcing the Note and the Security Instrument and the Note as if no acceleration had occurred and the Security Instrument and the Note as if no acceleration had occurred; or (g) entry of a judgment enforcing the Note and the Security Instrument and the Note as if no acceleration had occurred and the Security Instrument and the Note as if no acceleration had occurred and the Security Instrument and the Note as if no acceleration had occurred; or (h) entry of a judgment enforcing the Note and the Security Instrument and the Note as if no acceleration had occurred and the Security Instrument and the Note as if no acceleration had occurred and the Security Instrument and the Note as if no acceleration had occurred; 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or (y) entry of a judgment enforcing the Note and the Security Instrument and the Note as if no acceleration had occurred and the Security Instrument and the Note as if no acceleration had occurred and the Security Instrument and the Note as if no acceleration had occurred; or (z) entry of a judgment enforcing the Note and the Security Instrument and the Note as if no acceleration had occurred and the Security Instrument and the Note as if no acceleration had occurred and the Security Instrument and the Note as if no acceleration had occurred.

19. Sale of Note: Change of Loan Servicer. The Note (together with this Security Instrument) may be sold one or more times without notice to Borrower (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. Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable 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 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 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 of the sums secured by this Security Instrument, or failure to cure the default of the sums secured by this Security Instrument, shall further inform Borrower of the right to proceed with foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to assert in the foreclosure proceeding the non-existence of a default or other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment of the sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding and sale of the Property. The notice shall be entitled to collect all expenses incurred in pursuing the remedies limited to, reasonable attorneys' fees and costs of title insurance.

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 of the sums secured by this Security Instrument, or failure to cure the default of the sums secured by this Security Instrument, shall further inform Borrower of the right to proceed with foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to assert in the foreclosure proceeding the non-existence of a default or other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment of the sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding and sale of the Property. The notice shall be entitled to collect all expenses incurred in pursuing the remedies limited to, reasonable attorneys' fees and costs of title insurance.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

sale of the Property pursuant to any power of sale contained in 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 requirements; (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 and the obligations secured hereby 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.

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

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 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.

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

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24. **Riders to This Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Witness:

Alberta M. Moore (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS.

Cook County ss:

I, Alberta M. Moore do hereby certify that

Alberta M. Moore, a Notary Public in and for said county and state.

remarried subscribed to the foregoing instrument, and delivered the said instruments as forth.

Alberta M. Moore, divorced + not since personally known to me to be the same person(s) whose name(s) is signed free and voluntary act, for the use and purposes therein set forth.

Given under my hand and official seal, this

25th day of January 1997

My Commission expires:

Ed Hoff

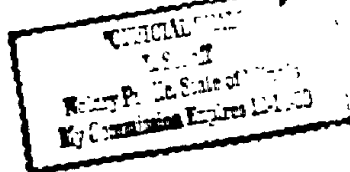
Notary Public

This instrument was prepared by

Name:

Address:

**COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE**



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