MAIL TO:
Prepared by: NAVY FEDERAL CREDIT UNION
1240 EAST 9TH STREET

. DEPT-01 RECORDING

\$37.50

. T#0014 TRAN 1660 04/03/97 15:26:00

. \$4165 + JW *-97-230575

COOK COUNTY RECORDER

1240 EAST 9TH STREET ROOM 2657 CLS/ELAND OH 441992055

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282860667896 / 5619110

MORTGAGE
NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT
THE APPROVAL OF THE DEPARTMENT OF VETERANS
AFFAIRS OR ITS AUTHORIZED AGENT.

THIS MORTGAGE ("Security limitument") is given on MARCH 27TH , 1997

JOSEPH G MARTIN AND JENNIFER MARTIN , HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to Navy Federal Credit Union, which is organized and existing under the laws of the U.S. Government (12USC1751), and whose address is P.O. Box 3340 Merrifield, Virginia 22119-3340 ("Lender"). Borrower owes Lender the principal sum of

SEVENTY NINE THOUSAND FIFTY AND 00/100

Dollars (U.S. \$ 79.050.00). 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 Jeht, if not paid earlier, due and payable on APRIL 1ST 2027 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

ATTORNEY'S HATIONAL THE RESPONSE
THREE FIRST HAVE AMELIAZA
SUITE 1630
CHICAGO, IL GUSG2

Parcel ID#:

Illinois

07-27-102-020-1488

which has the address of

707 WATERFORD # 10

SCHAUMBURG

[Zip Code] ("Property Address");

[Street, City],

ILLINGIS -Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014

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180361 (TIND-

VMP MORTGAGE FORMS * (800)521-7291 NFCU 891M (10-95)

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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 selsed 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 perments 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 and and 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. Section 2601 at agg. ("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 Demower 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 surns 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, tines 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

the Property Issurance. Borrower shall keep the improvements now existing or he including looks of flooding, for which Lergier requires insurance. This insurance shall be maintained. including woods or flooding, for which Lender requires insurance. This insurance shall be maintained to insurance shall be chos

including Moods of flooding, for which Lender requires insurance. This insurance shall be maintained subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain cov subject to Lender's approval which shall not be unreasonably withheid. It Borrower fails to maintain coverage to protect Lander's rights in the property in a subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage to protect Lender's rights in the Property in a All insurance policies and renewals shall be acceptable to Lender and shall include a standard molicies and renewals. If Lender requires, Rorrower shall pron All insurance policies and renewals shall be acceptable to Lender and shall include a standard molicies and receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt Lender shall have the right to hold the policies and renewals, if Lender requires, Borrower shall proning and renewal notices. In the event of loss, Borrower shall give prompt by Borrower. Lettler all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give lettler and Lender, Lettler may make proof of loss if not made promptly by Borrower in writing, incurance provided shall be annied of the shall be annied.

rance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower, e Properly damaged, if the restoration of repair is economically leasible and Lender's security is not less Unless Letxier and Botrower otherwise agree in writing, insurance proceeds shall be applied to restorated or repair is economically leasible and Lender's security would be lessened, the insurance proceed restoration of repair is not economically leasible and Lender's security is not less by this Security Instrument, whether or not then due, with any excess paid to Bo applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Bottom Lender that the insurance of the sum of t Bottower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance proceeds. Lender may use the proceeds to a Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance of the Property of lo new sums secured by this Security Instrument, whether or not then due, The 30-day per

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to a security instrument, whether or not then due. The 30-day per In when the notice is given.

Once the due late of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payr Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exist of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments is acquired by Lender. Borrower's right to any insurance policies and prothis Security Instrument immediately prior to the acquisition.

If under paragraph 21 the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments from damage to the Property is acquired by Lender, Borrower's right to any insurance policies and property prior to the acquisition shall pass to Lender to the extent of the sums secure resulting from damage to the Property is acquired by Lender, Borrower's right to any insurance policies and property Instrument immediately prior to the acquisition, shall pass to Lender to the extent of the sums secure Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application and Use the Property as Borrower's Drincipal residence within sixty of the property. 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Applicate to occupy the Property as Borrower's principal residence within sixty design of the Property as Borrower's principal residence within sixty design. After the execution of this Security instructors and use the Property as Borrower's principal residence within sixty desired and shall continue to occupy the Property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall continue to occupy the property as Borrower's principal residence within sixty desired and shall be also be residence for at least one year after the date of occurrency, unless Lender otherwise agrees in writing, which consent shall be unreasonably withheld, or unless externating circumstances exist which are beyond Borrower's control. Borrower

residence for at least one year after the date of occurancy, unless Lender otherwise agrees in writing, which consent shall not desiroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's Shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property and I and forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's materially impair the lien created by this Botrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's security instrument or Lender's security interest. Borrower may cure such a default and reinstale, as provided in Security Instrument could result in forfeiture of the Property of otherwise malerially impair the lien created by this determination, precludes forfeiture of the Bostower's interest in the Property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by this property of other material impairment of the lien created by the created by paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during determination, precludes forfeiture of the Borrower's interest in the Property of other material impairment of the loan application process, save materially false of inaccurate information or statement of the lien or statement of the lien or statement of the lien or statement or state created by this Security Instrument or Lender's Security Interest. Borrower shall also be in default if Borrower, during provide Lender with any material information) in connection with the loan evidenced by the syste, including, but not

the loan application process, gave materially false or inaccurate information or statements to Lender (or falled to representations concerning Borrower's occupancy of the property as a principal residence. If this Security provide Lender with any material information) in correction with the loan evidenced by the vote including but not instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to limited to, representations concerning Borrower's occupancy of the Property as a principal respecte. If this Security and the leasthold and the lee title shall not merge unless Lengter agrees to the merger in writing. Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquired 7. Protection of Lender's Rights in the Property. If Borrower agrees to the merger in writing. Property, the leasehold and the fee little shall not merge unless Lender agrees to the merger in writing.

Jet a single of the property of the 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements or forfeiture or to enforce laws or Properly (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or whatever is necessary to protect the value of the property and Lender's

Properly (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to entorce laws or rights in the Property. Lender's actions may include Daving any sums secured by a lien which has priority over this rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this altorneys lees and entering on the Property to make repairs. rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this natural does not have to do so. hough Lender may take action under this paragraph 7. Lender does not have to do so.

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

Resting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this required to maintain the mortgage insurance in effect. If, for any

8. Mortgage Insurance, if Lender required mortgage insurance as a condition of making the loan secured by this mortgage insurance in effect, if, for any the premiums of pages of pages to be in effect, Borrower shall pay the The morigage insurance coverage required by Lender lapses or ceases to be in effect. If, for any the more coverage shall pay the

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premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether groot 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which in 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 provider, 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 that after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the

Property or to the sums secured by this Security Instrument, whether or not then due.

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

payments.

11. Borrower Not Released; Forbearance By Lender Not Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any spacessor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by tifls Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any lockearance 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 Porrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lengton any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction

will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

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first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as

provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security institutent discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any deleuit of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligators secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior nutice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments the under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to esale 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 and the address to which payments should be made.

The notice will also contain any other information required by applicable law.

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

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

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration); under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the Li action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date

Adjustable Rate Rider

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specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any 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 in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 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 to Borrower. Borrower shall pay any recordation costs.

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

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 supplierent the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Condominium Rider

Balloon Rider Rate Impro		
BY SIGNING BELOW, Borrower accepts and agr Instrument and in any rider(s) executed by Borrower and r Witnesses:	recorded with (t.)	(Seal)
	JOSEPH G MARTIN	(Seal)
	JENNIFER MARTIN	(Seal)
	C	(Seal)
I, He Understaggled certify that JOSEPH G. MARYIN	County ss: , a Notary Public in and for said county and state of the	lo hereby
name(s) subscribed to the foregoing instrument, appeared the said instrument as the therein set forth. Given under my hand and official seal, this	eir free and voluntary act, for the uses and	
My Commission Expires:	Notary Public / Care	

ROSEMARY G. POPE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/10/99

OFFICIAL SEAL

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1-4 Family Rider

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SCHEDULE A

UNIT 1D IN 11 WATERFORD, IN THE LAKEWOOD CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OF LOT 16131 IN SECTIN 2, WEATHERSFIELD UNIT NO. 16, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25252295 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

HER ENTS.

Proposition of Cook County Clark's Office

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this , and is incorporated into and shall be deemed to amend and 1997 MARCH supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Navy Federal Castly Union (herein "Lender") and covering the Property described in the Security Instrument and located at:

707 WATERFURD # 10 , SCHAUMBURG , IL 60193

(Property Address)

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: If the indebtedness secured hereby by gui ranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedras, which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 17 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said 111'ze or Regulations.

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days efter the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured pereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expension secured hereby.

GUARANTY: Should the Department of Veterans Affairs fall or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

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TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).
- (b) ASSUMPT CN PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fer may be charged by the loan holder or its authorized agent for determining the creditworthiness of the resumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affects for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.
- (c) ASSUMPTION INDEMNITY Lie D'LITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the glaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

JOSEPH G MARTIN

JENNIFER MARTIN

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Property of County Clark's Office

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