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COOK COUNTY RECORDER

Propored by:

NEW CENTURY MORTGAGE CORPORATION

4910 BIRCH STREET, SUITE 100

MENPORT BEACH, CA 92660

Loan Mumber:

0000017712

FO WITT

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 27, 1997 . The mortgagor is SAMUEL COPELAND A/K/A SAMUEL F. COPELAND AND VELMA COPELANDA/K/A VELMA L COPELAND, HIS WIFE

("Borrower"), This Security Instrument is given to

NEW CENTURY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION which is organized and existing under the laws of CALIFORNIA

4910 BIRCH STREET, SUITE 100

NEWPORT BEACH, CA 92660 ("I ender"). Borrower owes Lender the principal sum of

Eighty-Nine Thousand Six Hundred and No/100 ---

89,600.00 Opliars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly April 1, 2027 payments, with the full debt, if not paid earlier, due and payable on 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 plragiuph 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 em County, Illinois, J COOK

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

A.P.N.: 16-03-42D-037

which has the address of 80851 Dimons

910 NORTH KEDYALE . CHICAGO

(Zip Code) ("Property Addiess");

[Street, City],

ILLINOIS Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 5/90 maun: LIE E. - 31 -614(il.) (0502) 01

VMP MORTGAGE FORMS - (400)521-7291



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TOGETHER WITH all the improvements now or hereafter creeted 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 seised 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 fate charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law of 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 assessment, which may attain priority over this Security Instrument as a lich on the Property; (b) yearly leasehold payments or ground rents or the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mo take a insurance premiums, if any; and (i) 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 Esmie Sentement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 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. Lander 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 tray Federal Home Lean Hank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for helding 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 Lander in connection with this loan, unless applicable law prevides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Perrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid or 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 excerd 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 tradent 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 promptl) 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 antibutable to the Property which may arain 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. Rorrower 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 of more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the purlods that Lender requires. The insurance carner 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 I ender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Horrower shall promptly give to Lender all receipts of paid premiums and renewal nonces. 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 Londer 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 teasible 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 Lander 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 paymen's referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pask to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenatice and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, catablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenditing circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether givil or criminal, is begun that in Lender second fault judgment could result in forfeiture of the Property or (1) otherwise materially impair the lien created by this Security Institution or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the arriva or proceeding to be dismissed with a ruling that, in N Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrowe, shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. It 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 Horrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), and Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender

does not have to do so.

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

Mortgage Insurance - If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the 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 martgage insurance previously in effect, from an alternate mortgage insurer approved by Lender II 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 puld 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

Property of Cook County Clerk's Office

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Londer requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mongage 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. Condempation. 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, 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 Romower and Lunder 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 hamediately before the taking, divided by (b) the fair market value of the Property unmediately before the taking. Any balance the be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately reform the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Bormwer 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 their due.

Unless Lander 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 purgraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Londer 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 release 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 retrige 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.

12. Successors and Assigns Bound; Joint and Several Liability; Cooligners. 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. Horrower's covenants and agreements shall be joint and several Any Borrower 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 Lender and any other Borrowell may agree to extend, modify, forhear or make any accommodations with regard to the terms of this Security Institument or the Note wilnow that Borrower's consent.

If the loar secured by this Security Instrument is subject to a law with the 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. 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 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 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 Instrume 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any sold or transferred (or if a beneficial interest in Bottower is sold or transferred and Bottower is not a natural pe Lender's price written consent, Lender may, at its option, require immediate payment in full of all sums secured by Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the

If Lender exercises this option Lender shall give Borrower nonce of acceleration. The nonce shall provide a period than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedie by this Security Instrument without further nonce of demand on Bollower.

18. Borrower's Right to Reinstage. If Borrower meets certain conditions, Borrower shall have the right enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other applicable law may specify for reinath ement) before able of the Property pursuant to any power of able contained in this ement on the property of the property pursuant to any power of able contained in this ement of the property pursuant to any power of able contained in this ement of the property pursuant to any power of able contained in this ement of the property pursuant to any power of able contained in this ement of the property pursuant to any power of able contained in this Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Bottower. (a) pays L suins which then would be due under this Security insulation and the Note as if no acceleration had occurred; (b) continued and the Note as if no acceleration had occurred; (b) continued and the Note as if no acceleration had occurred; (c) continued and the Note as if no acceleration had occurred; (b) continued and the Note as if no acceleration had occurred; (c) continued and the Note as if no acceleration had occurred; (b) continued and the Note as if no acceleration had occurred; (c) continued and the Note as if no acceleration had occurred; (b) continued and the Note as if no acceleration had occurred; (c) continued and the Note as if no acceleration had occurred; (b) continued and the Note as if no acceleration had occurred; (b) continued and the Note as if no acceleration had occurred; (b) continued and the Note as if no acceleration had occurred; (b) continued and the Note as if no acceleration had occurred; (b) continued and the Note and the Note are in the note and the note and the note are in the note are in the note are in the note and the note are in the note ar default of an other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including not limited (n. reconnable attorneys' fees; and (d) takes such seuon as Lender may reasonably require to assure that the lies Security Instrument Lender's rights in the Property and Bottower's obligation to pay the sums secured by this s Instrument shall continue unchanged. Upon reinstalement by Borrower, this Security Instrument and the obligations a hereby shall remain fully effective as if no acceleration had occurred. However, this right to remainten and the companions as

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Se ly, same or twois; change of four servicer. The word for a partial information in the indice follower with one servicer without prior notice to Borrower. A sale may result in a change in the entry (kind and the Common Than other many has a as the "Loan Servicer") that collects it of they payments due under the Note and this Security Instrument. There also may be on 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 a sale of the Note, If there is a change of the Loan Servicer, Borrower will be a sale of the Loan Servicer, Borrower will be a sale of the Loan Servicer, Borrower will be a sale of the Loan Servicer, Borrower will be a sale of the Loan Servicer, Borrower will be a sale of the Loan Servicer, Borrower will be a sale of the Loan Servicer, Borrower will be a sale of the Loan Servicer, Borrower will be a sale of the Loan Servicer. given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name given written notice of the enange in accordance win paragraph 14 above and applicable taw. The notice will state the name address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any of

20. Hazardous Substances. Boirower shall not cause of permit the presence, use, disposal, storage, or release of a Hazardous Substances, Boirower snail Bot cause of permit the presence, use, disposal, storage, or reiense of a contract of the property Borrower shall be not allow anyone else to do, anything affecting the Property Borrower and the property Borrower shall be not about to the presence of the property Borrower and the property Borrower and the property Borrower shall be not about to the presence of the property Borrower and the property Borrower shall be not about to the presence of the property Borrower and the property Borrower and the property Borrower shall be not about to the presence of the property Borrower and the property Borro that is in violation of any Environmental Law. The preceding two windings shall not apply to the presence, use, or storage on u Froperty of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Rorrower shall promptly give Lender written notice of any investigation, plant, demand, lawsuit of other action by any measurements of control of promptly and action by any process of the Department of the Depa governmental or regulatory agency or private party involving the Property and any Mazardons Substance or Environmental Law governmental or regulatory agency of private party involving the Property and any magardous substance of environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any give mental or regulatory authority, that any removal or other temediation of any Hazardous Substance affecting the Property is necessary. Surrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" me those substances defined as toric or hazardous substances by Environmental Law and the following substances: Rasoline, kerosene, other flammable or toxic perfoleum products, toxic pesticides and herbicides, volatile so vents, materials containing asbestos of formaldehyde, and radioactive materials. As used in pesucines and neroicines, volume so veins, materials containing aspessos or contradenyde, 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:

Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of annanana in this Cassisian Instrument that paids to annalaration under narrangumb 17 unique 21. Acceleration; Remedies, Lender shall give notice to apprower prior to acceleration following apprower a present of annihing the manufacture of the motion shall enable to the default. (b) the assist manufacture of an annihing the matter shall enable to the default. (b) the assist manufacture 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) and the default; (d) the default which the def 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 specified in the notice may result in acceleration of the sums secured to the content of the con 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 inmediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender Security instrument without further demand and may invectore this Security instrument by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, Leader have a security in accordance by Junicial proceeding, and the security in accordance by Junicial proceeding, and the security in accordance by Junicial proceeding by Junicial proceeding, and the security in accordance by Junicial proceeding by Jun

Form 3014 9/90

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to

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Borrower, Borrower shall pay any records only if the fee is paid to a third party for se	ation costs. Lender may charge Borrower a fee for ervices rendered and the charging of the fee is permitted waives all right of homestead exemption in the Pro-	releasing this Security Instrument, but initied under applicable law.
Security Instrument, the coverants and ag the coverants and agreements of this Secu	nt. If one or more riders are executed by Borre recements of each such rider shall be incorporated rity Instrument as if the rider(s) were a part of this	into and shall amend and supplement
[Check applicable box(es)] Adjustable Rate Rider Graduated Payment Rider Balloon Rider VA Rider		1 4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Burrower and Far any rider(s) executed by Borrower and Far Witnesses.	1 Velma	Concerns Instrument and in Confident (Seal) Bostower
JANUEL COPELAND		(Seal)~]
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(colored halos haros haros haros es the abolicant carries over terms har too and sortify a manings and	(Scal)	-Borrower
STATE OF ILLINOIS.	Courty sa:	
1. LAURIE-M ACH SAMUEL COPELAND	AND VELLIA COPELAND	
subscribed to the foregoing instrument, app signed and delivered the said instrument as Given under my hand and official scal,	peared before me this day in person, and acknowled free and voluntary act, for the uses a	the tame person(s) whose name(s) igenthat factoring the purposes therein set forth.
My Commission Expires:	HOLATY PUBLIC OFFICIAL BEAL LAURIE M. ACH	Act
	NOTARY PUBLIC, STATE OF ILLIN MY COMMISSION EXPIRES 3-12-2	000

ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps) 2 YEAR RATE LOCK

THIS ADJUSTABLE RATE RIDER is made this 27th

day of March

, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

NEW CENTURY MORTDAGE CORPORATION. A CALIFORNIA CORPORATION

(the "L'acce") of the same date and covering the property described in the Security Instrument and located at: CHICAGO, ILLINOIS 60651 910 NORTH KEDVALE

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST HATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE ACEROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. It addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.7500 changes in the interest rate and the monthly payments, is follows:

%. The Note provides for

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of Iprill , and on that day , 1989 month thereafter. Each date on which my interest rate could change is called a "Change Date." every fith

(B) The Index

Reginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar denominated deposits in the London marker ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Soven and percentage point(s) (7.5000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0 125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER • LIBOR 6 MONTH INDEX. (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - FNMA Uniterm Instrument

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe in the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.2500 or less than 10.7500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One and One-Half percentage point(s) (1,500 %) from the rate of interest I have been paying for the preceding

months. My interest rate will never be greater than 17.7500 (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment charges again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the nonce.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Separticial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if Deneticial 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 Institument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the use of this Security Instrument. Londor also shall not exercise this option if: (a) Borrower causes to be submitted to happier information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law. Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferre to keep all the premises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require unmediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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Loan Number 0000017712

ADJUSTABLE RATE RIDER ADDENDUM (Libor Index - Rate Caps)

This Adjustable Rate Rider is made this 27th day of March 1997 and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and Adjustable Rate Rider (the "Rider") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to NEW CENTRY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

(the "Lender").

Property securing repayment of the Note is described in the Security Instrument and located at:

910 NORTH KEDVALE

CHICAGO, ILLINOIS 80651

(Property Address)

To the extent that the provisions of this Adiustable Rate Rider Addendum are inconsistent with the provisions of the Note and/or Security Instrument and/or Rider, the provisions of this Addendum shall prevail over and supersede any such inconsistent provisions of the Note and/or Security Instrument and/or Rider.

In addition to the covenants and agreements made in the Note. Security Instrument, and Rider, Borrower and Lender further covenant and agree as follows:

4. (D) LIMITS ON INTEREST RATE CHANGES

The interest rate I am required to pay at the first change date will not be greater than 12.2500 % or less than 10.7500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One and One-Half percentage point(s) (1.500 %) from the water of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 17.7500 % or less than 10.7500 %.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider Addendum.

SAMUEL COPELAND

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 27th day of March and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NEW CENTURY MORTBAGE CORPORATION, A CALIFORNIA CORPORATION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 910 NORTH KEDWALE , CHICAGO, IL 60651

(Fi Moffe Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further coverant agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closers, sinks, ranges stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including & replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security 🛵 Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold N estate if the Security Instrument is on a leasehold) are referred to in this 1.4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Bostower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless funder has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permassion.
- D. RENT LOSS INSURANCE. Bottower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED, Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Bostower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION, Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents.

Property of Cook County Clerk's Office

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However, Bonower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Pents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and wirrants that Borrower has not executed any prior assignment of Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lander, or Lander's agents of a uchicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before of after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's defeult or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Pamily Rider.

SAMUEL COPELAND Southern

VILVA COPELAND

Property of Cook County Clerk's Office

LOT 17 IN BLOCK 2 IN FRED NAU AND COMPANY'S RESUBDIVISION OF BLOCKS 5 AND 6 IN TELFORD AND WATSON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 3 AND 4 OF THE FOSTER SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of County Clerk