WHEN RECORDED MAIL TO

97255996

WALSH SECURITIES, INC. 4 CAMPUS DRIVE PARSIPPANY, NJ 07054

Loan Number: 771129

DEPT-01 RECORDING

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T\$0011 TRAN 6534 04/14/97 10:36:00

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COOK COUNTY RECORDER

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-(SPACE ABOYE THIS LINE FOR RECORDING DATA) ---

97-00803

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on March 27, 1997
The mortgager is MATTIE GLASPER and KATHERINE GLASPER, HUSBAND AND WIFE

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

WALSH SECURITIES, INC.

which is organized and existing under the hors of DELAWARE 4 CAMPUS DRIVE , PARSISTAMY, NJ 07054

, and whose address is

TWENTY THOUSAND DOLLARS AND 00/100

Dollars (U.S.\$ 20,000.00). 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 April 01, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other 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.

SEE LEGAL DESCRIPTION ATTACHED HERETO

County, Illinois:

which has the address of

14243 SOUTH WOOD STREET

DIXMOOR (City)

Illinois

60426

("Property Address");

[Zip Code]

ILLINOIS-Single Pamily - Faunte Mac/Freddle Mac UNIFORM INSTRUMENT

Form 3014 9/90

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(page 1 of 6 pages)



2 #7255 #28

TOGETHER WITH all the improvements how 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 seised of the estate hereby conveyed and has the right to 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 (t) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 2, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, craited and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may reaches 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 l'ederal Home Loan Bank. Lender shall apply the Funds to pay the escret items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Bscrow 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-line charge for an independent real estate tax reporting service used by Londer 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 my Lorrower 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 reads and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secures 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 Becrow 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 Leviller under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payible 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 attributed 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. Hizard 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 periods that Lender

requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lander'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 Londor's rights in the Property in accordance with paragraph 7.

Ail insurance policies and renowals shall be acceptable to Londer and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance earrier and Londer. Lender

may make proof of loss if not made promptly by Borrower.

Unloss Londor 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 Londer'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 Berrover. If Borrower abandons the Property, or does not answer within 30 days a notice from Londor that the insurance carrier has offered to settle a claim, then Londor 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 mon his payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londor to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

- to the acquisition.

  6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower's principal residence within sixty days after the execution of this Security shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Londer otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrowells control. Borrower shall not destroy, damage or impair the Property, allow the state of the control of the co Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is bogun that in Londor's [00] faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Londer's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, provides forfoiture of the Borrower's interest of the Property or other material impairment of the lion created by this Security Instrument or Londer's security interest. Borrower that also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (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 Proporty as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not morge unless Lender agrees to the morger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the governants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londer in ights in the Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), the 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 (oes lot have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrow's recured by this Security Instrument. Unless Borrower and Londer agree to other terms of payment, these amounts shall bear in rest 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 required mortgage insurance as a condition of making the loan sectors, 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 mortgage insurance previously in offect, 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 Londer, 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 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 of claim for damages, direct or consequential, in connection with any Single Parnily -- Fannie Mac/Freddie Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages)

condomnation or other taking of any part of the Property, or for conveyance in lieu of condomnation, are hereby assigned and shall be paid to Londer.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whother or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Londor otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Socurity Instrument whether or not the sums are then due.

If the Proper', is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls 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, whother or not then due.

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

- 11. Borrower Not Released; Fezhearance by Lender Not a Walver, Extension of the time for payment or modification of amortization of the aums secured by this Security Instrument granted by Londor to any successor in interest of Borrower shall not operate to release the liability of the (right) Borrower or Borrower's successors in interest. Londor 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 domand made by the original Borrower or Borrower's successors in 🗸 interest. Any forbearance by Londor in exercising any light or remedy shall not be a waiver of or preclude the exercise of any right
- 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 hender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument 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 Borrower may agree o 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 Society Instrument is subject to a law which sets maximum toan 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 accessary 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. Londer 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 propayment without any propayment oburge 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 Londor. Any notice to Londor shall be given by first early mail to Londor'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 Londer 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, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Londor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Londer 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 Relustate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of:(a) 5 days (or such other period as applicable law may

Single Family - Pannie Mae/Freddle Mac UNIFORM INSTRUMENT - Uniform Covenants 9/90 (page 4 of 6 pages)

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 default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured 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 Laan Servicer, The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (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 unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Salva ances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or, or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Brivironmental 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 fre perty.

Borrower shall promptly give Leader 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 Bavironmental Law and the following substances gisoline, 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 law 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 Borcover prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to receleration 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 fess 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 by this Security Instrument, 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 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 forured in pursuing the remedies provided in this paragraph 21, including, buy not limited to, attorneys' fees and costs of title evicance.

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

without charge to Borrower. Borrower shall pay any recordation costs.

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

## UNOFFICIAL COPY rity Instrument. If one or more riders are executed by Borrower and recorded together with this mants and agreements of each such rider shall be incorporated into and shall amend and supplement a of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Security Instrument, the covenants and agree the covenants and agreements of this Securi [Check applicable box(es)]	ements of		ted into and a	hall amond and supplement
Adjustable Rate Rider  Graduated Payment Rider		ondominium Rider	1-4 F	amily Rider
Graduated Paymont Rider	XX P	lanned Unit Development Rider	Biwee	kly Payment Rider
Bulloon Rider		late Improvement Rider	Secon	d Home Rider
XX Other(s) [specify] LEGAL	DESCRI	PTION		
BY SIGNING BELOW, Borrower acception rider(s) executed by Borrower and record			ntained in this	Security Instrument and in
Wilnesses:	,			
Med funded	<u> </u>	mattie Sian	jen	(Seal)
9		MATTIE GLASPER		-Borrower
	)/	V = 1/2 11.		
		KATHERINE GLASPE	1000	-Borrower
	0	24	•	
STATE OF ILLINOIS,  1. MARY D JOHN	พรก ม	County, a Notar		d for said county and state,
do hereby certify that MATTIE GLASS	ER and	KATHERINE GLASPER		
, per	rsonally kno	wn to me to be the same person(s	i) whose name	e(s) are
subscribed to the foregoing instrument, appearance	eared before	me this day in person, and nekr.	wisdged that	they signed
and delivered the said instrument as	the	eir free and voluntary	ict, for the use	es and purposes therein set
forth.			0	Sc.
Given under my hand and official so	oul, this	27th day of Ma	arch	, 1997
My Commission expires:		Mary & Sk	hourn	
	•	"OFFIC MARY E NOTARY PUBL	I A L S E A D. JOHNSO IC, STATE OF ILL	INOIS {
This instrument was propared by		MY COMMISSIO	ON EXPIRES 2/1!	0/2000 S
CAROLYNN CZACHOR (Name)				
(Addross)	2215 YORF	TITLE INSURANCE CO. CROAD, SUITE 306	•	

630/954-1500 - 630/954-1533 fax

97255996

The land referred to in this Commitment is described as Follows:

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PARCEL 1: A PART OF A TRACT OF LAND, SAID TRACT DESCRIBED AS: ALL OF LOT 10. AND THAT PART OF LOT 11 LYING NORTHEASTERLY OF A LINE FROM A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 11 BEING 78.16 FERT NORTHWESTERLY OF THE NORTHEAST CORNER OF SAID LOT 11 MEASURED ON SAID NORTHEASTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 11; SAID PART OF SAID TRACT LYING WITHIN THE FOLLOWING DESCRIBED PARCKL: REGINNING AT THE INTERSECTION OF A LINE PASSING THROUGH THE MOST SOUTH CORNERS OF LOTS 1 AND 8 WITH A LINE BRING 15 FEBT SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EAST ALONG SAID LINE BRING 15 FEET SOUTH TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE; THENCE SOUTHEASTERLY ALONG A LINE 21 FEET SOUTHWESTERLY OF THE NORTHEAST LINE OF LOTS 1 THROUGH 9 TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE, THENCE SOUTH ALONG A LINE 21 FEET WEST OF THE EAST LINE OF LOTS 9 THROUGH 11 TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE; THENCE WEST ALONG A LINE B PRET NORTH OF THE SOUTH LINE OF LOTS 11 THROUGH 17 TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE; THENCE NORTH ALONG A LINE 15 FEET BAST OF THE WEST LINE OF SAID LOT 17 TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE, AMENCE EAST ALONG A LINE 64 FERT NORTH OF SAID SOUTH LINE OF LOTS 11 THROUGH 1: TO A POINT BRING 128.05 FEET EAST OF SAID WEST LINE OF LOT 17; THENCE NORTH 0.56 FEET ALONG A LINE 120.05 FEET EAST OF SAID WEST LINE OF LOT 17; THENCE NORTH 8.58 FRET ALONG A LINE 128.05 FRET EAST OF SAID WEST LINE OF LOT 17 TO A POINT OF IMPRISECTION WITH THE NEXT DESCRIBED COURSE, THENCE NORTHWESTERLY ALONG SAID LINE FARSING THROUGH THE MOST SOUTH CORNERS OF SAID LOTS 1 AND 8 TO THE PLACE OF LEGINNING); ALL, IN DORCHESTER TERRACE, BEING A SUBDIVISION OF LOT 37 IN BLOCK 5 IN FOREST MANOR, A SUBDIVISION OF THE SOUTH 40 ACRES OF THE EAST 1/2 OF THE SOUTH AST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 6, TOWNSHIP 36 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLICHOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS OVER AND ACROSS LOTS 1 TO 17 BOTH INCLUSIVE EXCEPT THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE INTERSACTION OF A LINE PASSING TIPOUGH THE MOST SOUTH CORNERS OF LOTS 1 AND 8 WITH A LINE 15 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE BAST ALONG SAID LINE 15 FEET SOUTH TO A POINT, THANCE SOUTHBASTERLY ALONG A LINE 21 FEET SOUTHWESTERLY OF THE NORTHEAST LINE OF LOTS 1 THROUGH 9 TO A POINT, THENCE SOUTH ALONG A LINE 21 FEET WEST OF THE PLAT LINE OF LOTS 9 THROUGH 11 TO A POINT; THENCE WEST ALONG A LINE 8 FEET NORTH OF THE SOUTH LINE OF LOTS 11 THROUGH 17 TO A POINT, THENCE NORTH ALONG A LINE 13 FEET EAST OF THE WEST LINE OF SAID LOT 17 TO A POINT; THENCE EAST ALONG A LINE 64 FRET MORTH OF SAID SOUTH LINE OF LOTS 11 THROUGH 17 TO A POINT BEING 128.05 FEET EAST OF SAID WEST LINE OF 17, THENCE NORTH 8.58 FEET ALONG A LINE 128.05 FEET EAST OF SAID WEST LINE OF LOT 17 TO A POINT; THENCE NORTHWESTERLY ALONG FRID LINE PASSING THROUGH THE MOST BOUTH CORNERS OF SAID LOTS 1 AND 8 TO THE PLACE OF BEGINNING; AND OVER AND ACROSS THE SOUTH 15 FEET AND THE NORTH 8 FEET OF LOTS 18 TO 26, BOTH INCLUSIVE, AND THE WEST 15 FEET OF LOT 18 (EXCEPT THE NORTH 9 FERT THEREOF AND EXCEPT THE SOUTH 35 FERT THEREOF), AND THE EAST 21 FEET OF LOT 26 (EXCEPT THE NORTH 8 FEET THERROF AND EXCEPT THE SOUTH 15 FEET), ALL IN DORCHESTER TERRACE, BRING A SUBDIVISION OF LOT 37 IN BLOCK 5 IN FOREST MANOR, A SUBDIVISION OF THE SOUTH 40 ACRES OF THE BAST 1/2 OF THE SOUTHEAST

FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 29-06-424-047-0000

# 97255996

## **UNOFFICIAL COPY**

ADJUSTABLE RATE LOAN RIDER
Loan Number: 771129
NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.
Words, numbers or phrases preceded by a 🔲 are applicable only if the 🔲 is marked, e.g. 🛛
This Rider is made this 27th day of March , 1997 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to WALSH SECURITIES, INC.
(the "Londor") of the same date (the "Note") and covering the property described in the Security Instrument and located at
1 (243 SOUTH WOOD STREET, DIXMOOR, IL 60426 (Property Address)
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as fonces:
A. INTEREST RATE AND SCHEDULED PAYMENT CHANGES
(1) Initial Interest Rate  The Note provides for an "Initial Interest kine" of 10.875 %. The Note provides for changes in the interest rate and the scheduled payments.
(2) Change Dates  Buch date on which my interest rate could change is called a "Change Date."
(You must check one box and fill in the appropriate information)
The Note interest rate may change on the first day of the month beginning on October 1, 1997 and on the first day of the month every 6 months thereafter.
The Note interest rate may change on the day of the month beginning on and on that day of the month every months thereafter.
The Note interest rate may change and on every thereafter.
(3) The Index Changes in the interest rate are governed by changes in an interest rate index called the "innex". The Index is:
the average of interbank offered rates for six-month U.S.
Dollar-denominated deposits in the London market ("LIBOR"), as
published in the Wall Street Journal.
The most recent Index figure available as of the date (23) 45 days (3) days before each Change Date is called the "Current Index".
If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.
ADJUSTABLE RATE LOAN RIDER

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Itom 7347 (9111)



10.875

#### **UNOFFICIAL COPY**

(4) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by adding
Seven And One-Quarter
percentage points ( 7,250 %) to the Current Index. The Note Holder will then round the result of the
addition to the nearest higher
(You must check one box and fill in any appropriate rounding value)
one-eighth of one percentage point (0.125%).
of one percentage point ( %).
Subject to the limits stated in Section A(5) on page two, this rounded amount will be my new interest rate until the
next Change Date.
The Note Holder will then determine the amount of the scheduled payment that would be sufficient to repay the
unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate
substantially equal payments. The result of this calculation will be the new amount of my scheduled payment.
(5) Limits on Interest Rate Changes

The interest rate Lam required to pay at the first Change Date will not be greater than 8. Thereafter, my interest rate will never increase or decrease on any single Change or less than 10(675 Date by more than One 1.000 %) from the rate of interest I have been paying for the preceding period. percentage point ( (You must check one box and fill in the oppropriate limit(s)) My interest rate will never be ground than % or less than

17.875

#### [X] My interest rate will never be greater than (6) Effective Date of Changes

My new interest rate will become effective or each Change Date. I will pay the amount of my new scheduled payment beginning on the first scheduled payar nt date after the Change Date until the amount of my scheduled nayment changes again.

#### (7) 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 scheduled payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### B. LOAN CHARGES

It could be that the loan seemed by the Security Instrument is subject to a law which sets maximum loan charges and that the law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such lean 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. Londor may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Horrower.

#### C. PRIOR LIENS

If Londor determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Londor may send Borrower a notice identifying that hen. Borrower shall promptly not with regard to that lion as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that hen to this Security Instrument.

#### D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest case change (if there is a limit), or (3) a change in the Base index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

ADJUSTABLE RATE LOAN RIDER



Item 7347 (9111)

Page 2 of 3

By signing this, Borrower agrees to all of the above.

Mattie Glasper

MATTIE GLASPER

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ADJUSTABLE RATE LOAN RIDER

Eastern

Itom 7347 (9111)

Page 3 of 3

(the "Lender")

#### PLANNED UNIT DEVELOPMEN'T RIDER

THIS PLANNED UNIT DEVELOPMENT 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 Dood (the "Security 'as'rument") of the same date, given by the undersigned (the "Borrower") to secure Berrower's Note to WALSH SECURITIES, INC.

of the same date and covering the Property described in the Security Instrument and located at:

14243 SOUTH WOOD STREET, DIXMOOR, IL 50426

[Property Address]

The Property includes, but is not limited to, a percel of land improved with a dwelling, together with other such purcels and cortain common areas and facilities, as described in COVENANTS, CONDITIONS, & RESURICTIONS

(the "Declaration"). The Property is a part of a planned and development known as DORCHESTER TERRACE

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Londor further covenant and agree as follows:

- A. PUD Obligations. Borrower shall perform all of Borrower's oblig sons under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, and dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "muster" or "blanket" policy insuring the Property which is satisfactory to Londor and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

  (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly

premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender, Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance, Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Londer.

MULTIFFATE PUD RIDER

-Single Pamily-Faunie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 9/90

Eastern

TTEM 1622 (9410)

- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Londer. Such proceeds shall be applied by Londer to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E, Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Londor:
- (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action when would have the effect of rendering the Conners Association unacceptable to Lender.

  F. Remedies, if Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under the paragraph P shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear the date of disbursement of the Note rate and shall be payable, with interest, upon notice from the date of disbursement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this PUD Rider.

Mattie Glasper	(Soul)	Kithelia, Palage	(Son)
MATTIE GLASPER	-Borrower	KATHERINE BLASPER	-Borrower
-	(Sent)		(Seal)
	Borrower	4	-Bostower
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		V/5c	•
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