#### **Mations** Title Agency of Illinais, Inc.

**246 E. Janata Bivd. Ste. 300** Lombard, IL 60148 97 7571 Cook

DEPT-OI RECORDING T#0011 TRAN 7029 05/09/97 11:14:100 4-97-327013 COOK COUNTY RECORDER

When Recorded Mail To: ≠ KEY BANK USA, N.A.

8000 NICLANTIC ORIVE, SUITE 202 KORTH

MT. LAUREL, MJ 08054

ATTN: POST CLOSING DEPARTMENT

[Space Above This Line For Recording Data]

#### **MORTGAGE**

Loan Number **9318976XF** 

THIS MORTSAGE ("Security Instrument") is given on May 2, 1997 The morrgagor is FAME. TURBLE JR AND LUE & TURBLE, MUSBAND AND WIFE

("Borrower"). This Security instrument is given to which is organized and existing (order the laws of address is 8000 NIDLANTIC GAIVE, SUITE 202 MORTH, MT. LAMBEL, MJ 08054 ("Lender"). Borrower owes Lender the principal sum of

KEY BANK USA. M.A. The United States of America , and whose

Seventy-Six Thousand Five

fundred and No/100 -----76.500.00 ). This deb (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 May 7, 2012 . 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 older sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Nove. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described program located in County, Illinois:

LOT 6 "A" IN BLOCK 9 IN MALSTED STREET ADDITION TO PASSINGTON MEIGHTS, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF THE SUBDIVISION OF SACT PART OF THE SCUTNEAST 1/4 OF SECTION 5, TOWNSHIP 37 MORTH, RANGE 14/17228 EAST OF C.B.1. AND P.B.B TORETHER WITH LOTS 2. 3 AND 4 OF THE SUBDIVISION OF THAT PART OF THE MORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, MANGE 14 EAST CO THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINDIS. PIN 025-05-412-08/ MOL NO. 450 which has the address of \$226A \$ NALSTED, STREET .CHICAGO

4 Street

**Ulinois 60620** 

[Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or bereafter erected on the property, and all easements, appunenances, and fixtures now or bereafter 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 beneby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencombered. 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.

ILLINOIS - Single Family - Fannie Mac/Freddin Mac UNIFORM INSTRUMENT Uniform - SHPIIL - 1/97

Form 3014 9/90 (Page 1 of 8 pages)

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THE PERSONAL PROPERTY.

(162) 2300 (IB(5)

protected or ground reals, if any. Borrower shall pay these obligations in the names propriet in entiducing to the Property which way statin priority over this Security Instrument, and lessended

A Charges Libers Borrower shall pay all taxes, assessments, charges, times and impositions

end test, to any tast charges due under the Note.

Note: second, to amounts payable under panagraph 2; third, to interest due; fourth, to principal due; Lender under paragraphs I and 2 shall be applied: first, to any propayment charges due dealer the

A Application of Promonts. United applicable law provides collectwise, all payments required by Assumption of sequipition or sale as a credit against the sums secured by this Security Instrument.

Property. Leader, prior to the acquisition on sale of the Property, shall apply any Fands held by Ilender

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suche monthly payments, at Leader's sole discretion.

ments stone on the Technical and the Technical Bostoners shall make up the destroyed t die, Lender way so world Borrower in writing, and, in such case Borrower stail on to Mander the easter deeply account to the following the state of the second of the state of the second of the sec that expenses to the first in accordance with the requirement of the few sections have

If the Fends beld by Lender exceed the amounts permitted to be beld by applicable but, Lender

security for all some secured by this Security Instrument. terminates are beginding one charter was made. The Plants are photograph as helphones for which was been declared and the formers. Bostower, without charge, an annual accounting of the Funds, Lowing credits and debits to the Funds or soig finds, though along of that all the part of the finds, travened grining in soigs has tables to required to pay Borrower any interest or contings on the Funds. Borrower and Lender provides otherwise. Uniess an agreement is made on applicable than requires inscreen to be paid, facular wal estate tax reporting service used by Lender in convection with this loan, unless applicable have such a charge. However, Leader may require Berrow'er to pay a one-time charge for an inflapendent when it when the bearing and additings has that the persons to be the form and for holding and applying the Funds, among mallyzing the excess account, or varifying the Escrew Lord Bank. Leader shall apply the Ponds to pay the Escripe Resta. Leader may not charge Borrower monumentary, or entity (including Leider, if Lender is such an institution) or in any fedical flour

The Funds shall be bedd in an incimian whose deposits are increased by a factoral agreemy.

or otherwise in accordance with a clicical leture. and worked south to emittingue to estimites officious that and tender of engine and an and emitted to the single of the single of the second the tests amount. Leader may estimate the material of and the spiles to the Funds sets a tesser amount. If so, Leader tang, at any time, polloca and Proceedings Act of 1970 is amended from time to time, 12 U.S.C. § 2601 or seq. (PRESPA), valless contents that the require for Borrower's escribe account under the federal field Easte Stationaria tenties before a tot referred a mirema amenimum and besones or ton amounts as an electrical from moteges in a continue. There items are called "Escrow frems." Lender any, at any time, collect bostones to Leader, in accordance with the provisions of paragraph 8, in lieu of the payment of premiums, if any; (e) yearly enougages insurance premiuma, if any; and (f) any sums preside by Property, if any; (c) yearly based or property insurance prominue; (d) yearly though theurance Security instrument as a tien on the Property; (b) yearly lessabild payments or ground what, on the with some fleings for: (2) yearly traces and assessments which may attain principly tower this as sook that faint sook out rather out the day mouthly payments are due under the Note, until the Note is 2. Finals for Nexas and Becarature. Subject to applicable has or to a written waiver by Lender,

charges des vantes des Note. stal bas appropriate case bas shold self well bedenshive also self on territorial base to impinimy and sub castive 1. Promes of Principal and Interest: Prepayment and Late Charges. Bossoner shall principly pay

UNITIONAL COVENANTS. Bostoner and Lender coverant and agree as follows:

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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: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard a 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 Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the polices and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Bostower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the tratoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be tessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to acrower. If Bostower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Under may use the proceeds to repair or testore the Property or to pay sums secured by this Security Lastainent, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is expired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Importy prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cute such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be

in the event of a total taking of the Froperty, the proceeds shall be applied to the same second by the cause of the Froperty in whether or not then due, with any existes paid to Borrower. In the catalon of the Froperty inmediately before of the Froperty in which the take annual value of the Froperty in writing, the same second by the same second by the same of the proceeds multiplied by the following fraction: (a) the total amount of the same second immediately before the taking. Any belone the taking, divided by the fair market value of the fraperty innutalistic the taking of the fraperty in which the fair market value of the fraperty in which the fair market value of the taking is less than on the same second immediately before the taking is less than of the same second immediately before the taking is less than the same second immediately before the taking is less than the same second immediately before the taking is less than the same second immediately before the taking is less than the same second immediately before the taking is less than the same second immediately before

tion of condemnation, are breigh assigned and shall be paid to Lender.

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19. Constrangion. The proceeds of any award or claim for damages, direst or consequential, in consecution with any conferencies or other caking of any part of the Property, or for consequence in

A temperation, Lender or its again may make researchile emires upon and inspections or the frequency. Lender which give Borrower regions as the time to or print to the specificing

A Montegre becames in clicit. It for any required contegre insurance ere a condition of unding the form sourced by this Scounty Instrumed, Bourous shall pay the premiums required to training the construct of the mortinge insurance corerage trainings in clicat, Bourous shall pay its effect, as a cost substitutibly equivalent to the mortinger insurance corerage insurance corerage in alternative of the mortinger insurance corerage insurance corerage in an alternative distribution of the property in clicat, from an alternative equivalent to construct an extra approved by Lender. It endemnties a sum equal to constructly in clicat, from an alternative equivalent consenses in the corerage insurance corerage in the property in the substitution being paid by Bourower when the insurance corerage input of created to be leader to be been clicated as the opposed of created to be corerage insurance in the training contract and tender and tender and tender and the property of the present the contract approved by tender and tender of the present the tenders of the present the contract and tender of the present in clicat, or to provide a loss reserve, until the requiredt with any written agreement between Bouroner and Lender or applicable law.

Any emounts cisting at the tender whice this paragraph 7 shall beceme additional debt of floreners secured by this Security Leader which the security the transment. Unless Bostowers and Leader agree to other terms of payment these emounts as the Note this deat shall be proposed the transfer and shall be proposed to the transfer to t

speciments consulted in this Security distinuism, or there is a legal proceeding that any significantly affects between the thick of the Constitution, the banking in bankingly, probate, for confermation of the leader's rights in the braperty. Lender's actions in tracescary to endouse the braperty and Lender's rights in the Braperty. Lender's actions may include to protect the value of the Braperty and Lender's rights in the Braperty. Lender's actions may include physical action which has priority over this Security Institutes. Appearing in court, propriet actions are considered by a lien which has priority to the Braperty to make repairs. Although Lender any one take action under this janguagh 7, lender does not have to to so.

a principal residence. If this Security Instrument is on a tessebold, Borrower shall comply with all the provisions of the lesse. If Borrower soquines for title to the Property, the lesses. If Borrower soquines for title to the Property, the lessessian contests to the lessessian of Leader's White in writing.

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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, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 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 of Borrower's proceedings against any successor in interest. Lender shall not be required to commence proceedings against any successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in outcrest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prechase the exercise of any right or remedy.
- 12. Successors and Assigns Paund; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument 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 to extend, modify, forbear or make any according agrees with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to 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 limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, me 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. 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 this Security Instrument.

relate to health, safety or environmental protection.

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As resul in this persengen 20, "Hazardous Substances" ere those salatamoes defined as poilic or was literamonived this sombroom in environ billioner verzeon file sales

economics of any Heardores Schramore affecting the Property is necessary. Burrower shall promptly bearing, or is notified by any governmental or regulatory authority, that any reduced we other provided to the same of the sa क्षा होता है। बार्ड क्षाप्र क्षाप्रकार के हार्ड क्षाप्रकार के हिंद के हिंद है। है है

Barrower shall promptly give Lender written notice of any investigation, claim, default, default or

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himshirts famous or seriouses of or besingoes ellerance on an economical economical to estimate proceeding two exercises shall not apply to the presence, one can exercise on the Property of small else to do, expering effecting the Property that is in violation of any Brainteningal Land. The or reference of any Hazardous Substances on or in the Property. Bottle shall not do, not allow anyone

38. Hermbous Substances. Borrower shall and cause or petical the presence, use, disposal, storage,

strend be made. The protice will also contain any other information raup od by applicable law. हमाजापुर्व किर्मिक एक हरमप्रिक जारे विका प्राप्त है तारती करा जरी कि हरमप्रिक विका जाया जी अधार पिक असंस्था given written meine of the change in accordance with the against the above and applicable fam. The Services remainted to a sale of the Note. If there is a divige of the Loan Services, Bourovert will be mode the Note and this Scowing Engineers. There also may be one or more changes of the Loren sub elitability of Alexan exollor and ("rociving application or arrows) of any of agents a air Areas the second of extension of extension with the same and one of the edge of the second of the edge of the contract of the edge o

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the obligations accessed bearedy after recover fully effective to it no acceleration had occurred. Mowever, индециями вілія ссилінає шады (сред). Гред кінаматальня ру Вонточет, біль Зеринда бинамини мі virtues aid of forces and art of editable structured his Suppl all it edgit stabill these such actions as Level 2. The control of the states of such as action of the states of the stat collocing this Security, the runces, including, but not lithind to, researchie security's free; and (4) क्टानानी (है) त्यार की प्रतिक्री वो बक्त व्यवस्थान का बहुस्यायान: (६) क्रिके बी टाक्टान क्रिकेस्प के but notactions on I is notif of the mentioned gineral eigh return out of the ward daily eme the relative court of the Security Institutes. These confidence are that Burrower: (a) grays distinct all s to view (d) so measured viewed air in this Southern on a waying trapped ath to size studied (manuscrister to? efficiency years with addicitings as boister radio does 10) eyes & (s) the total and or total and the boundaries distriction of any time prior to an any time from the castles of all swaf light to decimine, il denoters meets certain conditions, Denoters shall law the

instrument without further notice or demand on Borrower. prior to the expination of this period, Lender may invoke any remedies permitted by this Security Borrower exect pay all sums secured by this Security Instrument. If Borrower fails to pay these tames white milities believe to besoviish or solves out such out work eyeb 0% much east now to being a shivery

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expires, require introducte promets in full of all some secured by this Scounty Institution. However, and Borrower is not a restant person) without Lender's prior written consent. Lender with the bornstants to bloe ei research ai teenstri leichtered a di to) bornstanen en bloe ei si si teenstri yns vo Thingst will be true in the fit in the first of the fit in the second of the fitting of the second of the fitting of the fitti

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

- 21. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the actice may result in acceleration of the sums secured by this Security Instrument. foreclasure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to rejustate after acceleration and the right to assert in the foreclusure 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 forestone this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the senedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and custs of the evidence.
- 22. Release. Orch payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with met charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Walver of Homerard. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Rozrower and recorded together with this Security (programent, the covenants and agreements of each such rider shall be

incorporated into and shall amend firstrument as if the rider(s) were a par [Check applicable box(es)]	t of this Security Instrument.	d agreements of this Security
Adjustable Rate Ricks	Conforminium Rider	☐ 1-4 Family Rider
Graduated Payment Rider	☐ Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improver ent Rider	Second Home Rider
Other(s) [specify]	<sup>y</sup> D <sub>x</sub> .	
BY SIGNING RELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.		
Witnesses:	C. E. FRANK TUBBLE JA	Try (Seal) Bostower
	LUE & TUBELE	Mysel (Seal) Bostones
	<del>-121111</del>	(Seal)
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My Commission Engines: 3/24/2001

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