AFTER RECORDING MAIL TO:

LaSalle Home Mortgage Corporation 4242 N. Harlem Avenue Norridge, IL 60634

97398177

: DEPT-01 RECORDING

637.00

AP# DUGDA, D5665141 LN# 5665141

T#0001 TRAN 9341 06/05/97 14:12:00 \$0287 - RC #-97-398177

COOK COUNTY RECORDER

-[Space Above This Line For Recording Detail

MORTGAGE

THIS MORTGAGE (Security Instrument') is given on May 20, 1997 DANIEL A. DUGDALE and DONNA DUGDALE, HUSBAND and WIFE

The shortgagor is

("Borrower") This Security Instrument's given to Pacor Mortgage Corp. AN ILLINOIS CORPORATION , which is organized and existing under the laws of the State of Illinois , and whose address is 3901 W 111th Street - Ste 103, Chicago, 11 60655

("Lender"). Borrower owes Lender the principal survey One Hundred Sixty Thousand Dollars and

(U.S. \$ 160,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly provients, with the full debt, if not paid earlier, due and payable on ______June 1, 2027 ______ This Security Instrument secures to Lender: (a) the and payable on June 1, 2027 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Hote, 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 Corrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower Joes hereby mortgage, grant and convey to Lender the following described property located in Cook

County, Minois:

** SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF **

ATGF. INC

which has the address of

13532 S IDLEWILD DRIVE (STREET)

ORLAND PARK [CITY]

Illinois

60462 IZIP CODEI ("Property Address");

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

FORM 3014 9/80

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PAGE 2 OF 8 12C/CMD11C/0004/3014(0000)-HTINOIR-SINGEE FAMILY-FINAL/FILINC UNIFORM INSTRUMENT

at Lander's sole decretion.

is up the deficiency. Borrows shall make up the deficiency in no more than twelve monthly payments, may so notify Borrower in writing, and, in such case Borrower shall pay to Lander the amount necessary to emount of the Funds hald by Lander at any time is not sufficient to pay the Escrow Hams when due, Lander account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the if the Funds hald by Lander exceed the amounts permised to be hald by applicable law, Lander ahalf

The Funds was made. The Funds are pleaged as additional security for all sums secured by this Security eccounting of the Funds, showing credits and debits to the Punds and the purpose to which each debit to pay Borrower any interest or semings on the Funds. Borrower and Lender may after in writing, however, the funds in service that the paid on the Funds. Lender and one of the services and the paid on the Funds. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporters arrives used by Lender in connection with this iden. Unless applicable investigation of the independent is made or applicable tax requires interest to be paid, Listing and not be required to University and not be required to and applying the Funds, annually analyzing the section account, at withing the Eaction Name, unless Lander pays Borrows interest on the Funds and applicable law period, Lander to make such a charge. Berair. Lander steel the Funds to pay the Escrow Henre. Leader may not charge Borrower for holding The Funds shall be held in an institution whose (set pelts are insured by a federal Home Loan insurement), or entity (including Leaders) if Lender is such an argumentally, or entity (including Leaders) in Lender is such as a s

empendibutes of future Escrow flems or otherwise in accyatalyce with applicable law. may estimate the amount of Funds due on the basis of current data and responsible estimates of Lander may, at any time, collect and hold Fund, in annual not to exceed the lesser amount. Lander U.S.C. § 2001 of seq. ("NESPA"), unless another less applies to the Funds sets a lesser emount. If so, account under the tecteral field Estate Settlement for or 1974 as amended from time to time, 12 the provisions of peragraph 8, in lieu A his payment of mongage insurance premiums. These bases are called Funds in an amount not to exceed the morgage insurance premiums, 2 cry; and (i) any sume payable by Bonower to Lander, in accordance with (c) Assult justing of property result nos premiums; (d) yearly food insurance premium, if any; (e) year instrument as a tien on the Property; (b) yearly lessenbid peyments or ground rants on the Property, it say; ing a sum (Funds) for (A) Jointy takes and assessments which may eliain priority over this Security continuer shall pay to Lander on the day monthly payments are due under the Hose, until the Hose to paid in 2. Funds for Taken and Insurance. Subject to applicable law or to a written waiver by Lander,

Charges due Lade: The Note.

pay when due and principal of and interest on the debt evidenced by the Nois and any prepayment and late 1. POSTACK OF Principal and Interest; Properment and Late Charges. Borrower and prompay

UNEO MA COVENANTS. Borrower and Lender coveners and agree as follows:

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coverients with limited variations by juriediction to constitute a uniform security instrument covering near THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform

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encumbrances of record, Borrower warrants and will defend generally the title to the Property egainer as right to mangage, grant and convey the Property and that the Property is unencumbered, except for BORROWER COVENAVIS that Borrower is leadually select of the estate hereby conveyed and has the

"ynegory" orb so be covered by this Security Instrument. All of the foregoing is releved to in this Security Instrument as appurences, and fotures now or hereafer a part of the property. All replacements and additions ahalf TOGETHER WITH all the improvements now or hereafter erected on the property, and all essenteres,

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rends, it 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 of activity. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promotly 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; of (c) secures from the holder of the lien an log agreent 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 riay 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.

8. 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 portions 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. It Borrower tails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If 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 Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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ar inspection. Lander shall give Borrower notice at the time of or prior to an inspection specifying resonable property. Lander shall give Borrower notice at the time of or prior to an inspection specifying resonable.

between Borrower and Lender or applicable law.

a. Mangage insurance. If Lender required mortgage into ance as a condition of maiding the loan secured by this Security instrument, Borrower shall pay the provides covering to maintain the mortgage insurance covering to maintain the mortgage insurance change is not seekely. Borrower of the mortgage insurance previously in effect, at a cost substrainty equivalent to the mortgage insurance previously in effect, at a cost substrainty equivalent to the contract of the mortgage insurance previously in effect, from an element coverings insurance previously in effect, from an element of seekely. Borrower shall pay to be death of the mounts are insurance previously in effect, from an element of seekely devivalent to the seekely to the mounts are insurance previously in effect. Lender we contact of seekely to the emount and its the end retain the set of the mounts are insurance coverage insurance coverage that the series in the contact of Lender we contact the series and retain the insurance coverage insurance coverage insurance in effect. Lender we contact the series and retain the contact of the contact of the periods that the contact of the periods that the contact of the periods in the contact of the periods that the contact of the periods in the contact of the periods that the contact of the periods in the contact of the contact of the periods in the contact of the periods in the contact of the contact of the periods in the contact of the contact of the periods in the contact of the co

Any amounts disbursed by Lender under this plantagh? shall become additional debt of Bonower and Lender agree to other terms of payment, these smounts shall been interest from the date of disburs. And at the hote rate and shall be payable, with interest, upon notice from Lender to Bonower requesting payment.

7. Protection of Lenduc's Algine in the Propenty. If Sontower take to perform the coverants and egreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect foreignes in the Property in the Property, probate, for condemnation or todifications are or regulatorial, then Lender may do end pay for whatever is necessary to protect the value of the Property and Linker's in the Property. Lender's actions may include paying protect the value of the Property and Linker's in the Property. Lender's actions may include paying any sums secured by a tien which has process over this Security Incorument, appearing in court, paying any sums secured by a tien which has process.

6. Occupency, Preservation, Maintenance and Pretection of the Property; Borrower's Leaning frequency, Preservation, Maintenance and Pretection of the Property as Borrower's principal residence for at least one year she the date of occupency, unless Leaning Application within sidy days after the ensection of this Security Instituted and occupency, unless Lander as determined to principal residence for at least one year she the date of occupency, unless Lander of determines agree in which are beyond Servanial not be unreasonably withheld or unless edentaining the Property, allow the Property to destrorate, or commit weste on the Property, Borrower shall be in destructed and result in foreigney to destrorate, or commit weste materially inspirated, or unless cateral shall be in the Property to destrorate, or commit weste materially inspirated or unless and result be including. Another cold or criminal to be deminesed with a number of the Property of destrorate. Borrower are sound the lien created by the Security Instituted to the destruction or proceeding to be deminesed in the Property or different could need in foreign of the Hoperty as a principal residence. Gave materially instituted and result information or ablantation or subject or the foreign or the research or different could need to the lien created by the Borrower are sound with the less the interest of the hoperty institution or ablantation or abl

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, 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 Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by the Security instrument whether or not the sums are then due.

If the Property is a windoned by Borrower, or If, after notice by Lender to Borrower that the condemnor offers to make an award of sattle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 11. Borrower Not Released; Forbearance By Lender Not a Welver. 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 refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants 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 Burrower'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, mudify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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12C\CMD11C\\0884\3014(0880)-F PAGE 6 OF 8 ILLINOIS-SINGLE FAMILY-FUMA/FHLINC UNIFORM INSTRUMENT

eles to do, empting effecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the preceding two sentences and in the Property of arms quantities of Hezardous 36. Hezardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hezardous Substances on or in the Property, Borrower shall not do, not allow enyone

The Secure of the change in the entity (foroum as the "Loan Service") that collects monthly re-finents due truths the securety instrument. There also may be one or more changes of \$20 \tanh loan Services to the changes of the Mote, if there is a change of the Loan Services, Bornower \$20 to given withing notice of the change of the matter. The notice will state the matter the matter of the change of the ch this Security Instrument) may be sold one or more times without prior notice to continuer. A sale may 19. Sale of Note; Change of Loan Servicer. The Note or a partial Interest (n) is Note (roganist with

At Agergened where notices are Borrower's obligation to pay the sums secured by this Security Insert man shall continue unchanged. Upon refrastrament by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration had occurred. However, this right to refrast is that not apply in the case of any other coverants or egreements: (c) pays all expenses becared in enforcing this Security Instrument, including, but not limited to, ressonable attorneys less; (vz) (d) takes such action as Lander may including, but not limited to, ressonable attorneys less; (vz) (d) takes such action as Lander may executly require to assure that the iten of this Security Instrument, Lander's rights in the Property and due under this Security Instrument and the Note as it no the president had occurred; (b) cures any default of this Security Instrument. Those conditions are that Box ores: (a) pays, Lander all sums which than would be pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing right to have enforcement of this Security lines and discontinued at any time prior to the center of (s) 5 18. Benouer's Right to Reinstate. K Coroner meets cartain conditions, Borroner shall have the

METOLE Turbrer notice or demand on Bor over. to the expiration of this period, Lender may involve any remedies permitted by this Security instrument powoner what pay all sums secured by the Security Instrument. If Bonover lake to pay these sums prior solvered or nestern to beneviteb at eaties after the front and action to botten a solvered or maked within which If Lander exercises this Little Lander shall give Borrower notice of acceleration. The notice after

introduce payment in \$2 of all sums secured by fine Security Instrument. However, this option shall not be ensisted by Lendon It are jee is prohibited by tederal law as of the date of this Security Instrument. Bonovier le not e nature person) without Lender's prior written consent. Lender may, at les option, regules 17. Tractive of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in Borrower is sold or transferred and any interest in Borrower is sold or transferred and

ALTHURNESS 16 Minowar's Copy. Bonower shall be given one conformed copy of the Hote and of this Security.

entities of of beneloop one stoff out the framment (fruces and beckened to be severable of this Security Instrument or the Note which can be given effect without the conflicting provision. To this bew of the jurisdiction in which the Property is located. In the event that any provision or cleuse of this Security Instrument or the Mote conflicts with applicable law, such conflict shall not affect other provisions.

18. Governing Law, Severability. This Security Instrument shall be governed by federal law and the

Appropriate that in behivory as neving networker or Lander when given as provided in this personalize notice shall be directed to the Property Address or any other address Borrower designates by notice to tender. Any notice provided for in this Security Institutent cander saddress Lender address by notice to Borrower. Any notice provided for in this Security Institutent cander address Lender designates by notice to Borrower. Any notice provided for in this Security Institutent delivering it or by maling it by first class mad unless applicable has requires use at another mathod. The Any notice to Borrower provided for in this Security Instrument shall be given by

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances distinct titelined as toxic or fiazardous substances by Environmental Law and the following substances: guidoffer titeliances of the performance of the products toxic pesticides and herbicides, volume solvents. Itselferials containing assestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, select or environmental protection.

NON-UNIFOR 4 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 tew 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 become, by which the default must be cured; and (d) that failure to cure the default on or before the cate specified in the notice may result in acceleration of the sums secured by this Security Instrument, freeineure 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 ascert in the foreclosure proceeding the non-acceptance of a default or any other defense of Borrower to acceleration and foreclosure. If the default is to cured on or before the date specified in the notice, Lender at its option may require immediate proment in full of all sums secured by this Security Instrument without further demand and may fare lose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all accessorable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable bux(es)]

	Condominium Rider	1-4 Family Rider
	Planned Unit Development Rider	Biweekly Payment Riger
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) (specify)	IHDA Rider	

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0894/3014(0990)-L PAGE 7 OF 8

FORM 3014 6/95

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BY SIGNING BELOW, Borrower accepts and egrees to the terms and coverants contained in pages 1 strough 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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Lot 26 in Orland on the Green Unit No. 3 being a subdivision in the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 3 and the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 3, all in Township 36 North, Range 12, East of the Third Principal Meridian, recorded September 28, 1977 as Document No. 24125244, in the Village of Orland Park, Cook County, Illinois.

Commonly in wn as: 13532 Idlewild Drive, Orland Park, IL

PERMANENT INDEX NUMBER: 27-03-215-009-0000

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Property of Coof County Clerk's Office