MAY-29-98 15:00 From: DELAWARE SAVINGS BANK FICIAL COPY



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1998-06-12 10:23:56

Cook County Recorder

35.50

/ MA // TO: LAKESHORE TITLE AGENCY 1111 EAST TOURY AVE SUITE 120 DES PLAINES, IL 60018

980414525 [Silvers Above This Line For Recording Oats]
MORTGAGE -
MAY 29TH
THIS MORTGAGE ("Security Instrument") is given on CYNTHIA ACKERMAN, HIS WIFE 19 9 8 The mortgagor is ROBERT 13. ACKERMAN AND CYNTHIA ACKERMAN is given to DET AGARE Borrower"). This Security Instrument is given to DET AGARE which is organized and existing
SAVINGS BANK, FSB STATES OF AMERICA and whose address is ("Lender"). under the laws of THE UNITED STATES OF AMERICA and whose address is ("Lender"). 921 N. ORANGE STREET, WILLOWSTAND DE 19801
921 N. ORANGE STREET, WIT DESCRIPTIONS DE 19801. BOTTOMET QUES Lender the principal sum of HOP IV THOUSAND. Comparer ques Lender the principal sum of HOP IV THOUSAND. Comparer ques Lender the principal sum of HOP IV THOUSAND. Comparer ques Lender the principal sum of HOP IV THOUSAND. Comparer ques Lender the principal sum of HOP IV THOUSAND. Comparer quest Lender the principal sum of HOP IV THOUSAND. Comparer quest Lender the principal sum of HOP IV THOUSAND.
Borrower owes Lender the principal sum of KOP THOUSAND). This debt is evidenced by Borrower's note Borrower owes Lender the principal sum of KOP THOUSAND). This debt is evidenced by Borrower's note Borrower owes Lender the principal sum of KOP THOUSAND). This debt is evidenced by Borrower's note Borrower owes Lender the principal sum of KOP THOUSAND). This debt is evidenced by Borrower's note Borrower owes Lender the principal sum of KOP THOUSAND). This debt is evidenced by Borrower's note Borrower owes Lender the principal sum of KOP THOUSAND).
Borrower owes Lender the principal sum of 100 ins (U.S.S. 10,000 00). This debt is evidenced by solution in the full debt, if not dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not dated the same date as this Security Instrument in 1/3/2018 in the security Instrument paid earlier, due and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and paid earlier, due and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and paid earlier, due and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and paid earlier, due and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and paid earlier, due and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and paid earlier, due and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and paid earlier, due and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and paid earlier, due and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and paid earlier, due and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and paid earlier, due and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and payable on 1/3/2018 in the Note, with interest, and all renewals, extensions and the Note, with interest and the Note, which is not the Note of the Not
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secures to Lender: (a) the repayment of the debt evidenced by the interest advanced under paragraph. It is produced secures to Lender (b) the payment of all other sums, with interest advanced under paragraph. It is produced this Security Instrument; and (c) the performance of Borrower reovenants and agreements under this Security Instrument; and (c) the performance of Borrower reovenants and agreements under this Security Instrument; and (c) the performance of Borrower reovenants and agreements under this Security Instrument; and the Note. For this purpose, Borrower dies hereby mortgage, grap, and convey to Lender the following described properand the Note. For this purpose, Borrower dies hereby mortgage, grap, and convey to Lender the following described properand the Note.
and the Note. For this purpose, Borrower dies nereby mortgagers. Ly located in
ly located in
SEE LEGAL DESCRIPTION ATTIACHED
SEE LEGAL DESCRIPTION ATTACHED
T _i
17162 HILL CREEK AVENUE CIDAL CONTROL
which has the address of [Street]
Illingis 60467 ("Froperty Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter creeted on the property, and all easements, appunenances, and lixtures now or hereafter a part of the property. All replacements and additions shall also he envered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVEN ANTS that Borroweris lawfully mixed of the estate hereby conveyed and has the right to mongage, Brant 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 INSTRUMEN' combines uniform covenants for national use and non-uniform covenants with limited variations by junisdiction to constitute a uniform security instrument covering real property

ILLINOIS - Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT DCIL511

Form 3014 9/90

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LAWYERS TITLE INSURANCE CORPORATION

Commitment Number: 98041453

SCHEDULE C

PROPERTY DESCRIPTION

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

LOT 27 IN BROOK HILLS P.U.D., UNIT ONE, BEING A PLANNED A PLANNED UNIT DEVELOPMENT IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE 1HIRD PRINCIPAL MERIDIAN, RECORDED 03-24-86, AS DOCUMENT NO. 86-119024, IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATION

2 HILL

OXCOOK

OUNTY

Clerk's

OFFICE COMMONLY KNOWN AS: 17182 HILL CREEK COURT, ORLAND PARK, ILLINOIS 60462.

PIN: 27-30-401-027

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest: Prepayment and Late Charges. Bortower shall promptly pay when due the principal of and interest on the debt avidenced by the Note and any prepayment and fate charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Londor, Burrower 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 teasenoid payments or ground rents on the Property, if any; (c) yearly hazard or property insurance preinturns; (d) yearly flood insurance premiums, if any: (e) yearly mongage insurance premiums, if any, and (i) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph A, in tice of the payment of moregage insurance premiums. These items are called "Ficrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's exercise account under the federal Real listate Settlement Frocedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RFSPA"), unless another law that approx 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 tesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future liserow frams or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or ventying the liserow Itenut, fidess Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in commemon with this loan, unless applicable few provides otherwise. Unless an agreement is made or applicable law requires interest to be said. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in virting, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual account is of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sams secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permit co to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of cornicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow flems when due, before may so notify Borrower in writing, and, in such case Bortower shall pay to Lender the amount necessary to make up the deficiency. Bortower 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 Socurity Increment Lender shall promptly refund to Borrower any Funds held by Lender. If, under panigraph 21, Lender shall acquire or cell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of accursition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, of payments received by Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Mo et second, to unworth payable under puragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note,

4. Charges; Liena. Borrower shall pay all taxes, assessments, charges, tines and impositions attributable to the Property which may arrain priority over this Security Instrument, and leasthold payments or frout directs, if any. Burenwer shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Corrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be puld under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to London receipts evidencing the payments.

Borrower shall promptly discharge any tien which has priority over this Security Instrument utilias Borrower. (2) agrees in writing to the payment of the cioligation secured by the lien in a manner acceptable to Lender: (b) contests in good fain 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 ic) 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 Property is subject to a hen which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take one or more of the actions set tout above within 10 days of the giving of notice,

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by tire, hazards included within the term "extended coverage" and any other hazards including fluods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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for the periods that Lender requires. The insumance earrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be un easonably withheld. If Horrower fails to maintain coverage described always. Lender may, at Lender's option, obtain coverage to protect Lender's nights in the Property in accordance with paragraph 7,

All insurance policies and renewals shall be acceptable to Lender and shall include a standard managage clause. Lender shall have the right to hold the policies and renewals. It Lander requires, Bornower 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 currier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Bormwer offerwise 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 (easible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower soundons the Property, or does not answer within 30 days a notice from Lender that the insurance currier has offered to scille a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sum's aroused by this Security Instrument, whether or not then dee. The Ill-day period will begin when the nonce

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or positione the die date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 20the 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

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Applications Leaseholds. Burrower shall occupy, establish, and use the Property as Burrower's principal residence within sixty days after the exceution of this Securit, Avidument and shall continue to occupy the Property as Burrower's principal residence for at least one year after the date of excupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenu ting circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, alle w he Property to descriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding whether civil or entainal, is began that in Lender's good faith judgement could result in forfeiture of the Property or otherwood materially impair the lien created by this Security Instrument or Lender'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 Lencer's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment or the lien created by this Security Instrument or Lender's security interest. Borrower shall 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 Lendership any material information) in connection with the loan evidenced by the Note, including, but not limited to, representation, concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, bor over shall comply with all the pravisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in wnting.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lunder may do and pay for whatever is necessary to protect the value of the Property and Leider'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 cours. paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of 10 prower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shell bear interest from the date of disbursement at the Note rate and shall be payable, with interest, unon notice from Lender to decrower requesting

8. Mortgage Insurance. If Lender required mongage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mongage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage aubstantially equivalent to the moregage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the marigage insurance previously in effect, from an alternate montgage insurer approved ny Lender. Il substantially equivalent mongage insurance coverage is not available. Borrower shall pay to Lender cach month a sum equal to one-twelfth of the yearly mongage insurance premium being paid by Burrower when the insurance coverage tapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in

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the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower snall 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 entires upon and inspections of the Property. Lender shall

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

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

and shall be paid to Lender.

In the event of 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 (h) the fair market value of the Property immediately before the taking is less than the amount of the sums secured 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 applieshed 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 Elorrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dum and, 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 Institution, whether or not then due.

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

11. Borrower Not Released; Forbearance B. Lender Not a Waiver. Extension of the time for payment or medification of amortization of the sums secured by the 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 Lianil'ty. Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Burrower, 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 3 orthogen may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument of the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a aw which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected in 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 orimited limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal away under the fonce or ny 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 Noie.

14. Notices. Any notice to Bornwer provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Himower. 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. Coverning Law: Severability. This Security Instrument shall be governed by federal law and the law of the sunstitution in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note cantilets 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.

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

If Lander exercises this option, Lander 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. Lander may invoke

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

18. Borrower's Right to Reinstate. If Borrower meets centain 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 for such other period as applicable in a pay 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 enfercing this Security Instrument. Those conditions are that Borrower; (a) pays Londer all sures 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 Londer may reasonably require to assure that the fee, of this Security Instrument, Londer's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, Londer's rights in the Property and Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it 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 Law Servicer. The Note of 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 co. leats 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 a quired by applicable law.

30. Hamirdous Substances. Becrower shall not cause or permit the presence, use, disposal, storage, or release of any Hamirdous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hamirdour 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 Hazardius Substance or linearonmental Law of which Borrower has actual knowledge. If Borrower forms, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardou's Substance affecting the Property is necessary.

Borrower shall promptly take all necessary remedial actions in accordance th finvironmental Law.

As used in this paragraph 20, "Histardous Substances," are those substances, estined as toxic or havardous substances by Invironmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formalder year, and radioactive materials. As used in this paragraph 20, "linvironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration under paragraph 17 oreach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless applicable law provided 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 notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall by entitled to collect all expenses incurred in pursuing the remedies provided in this puragraph 21, including, but not limited to, costs of title evidence.

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

Instrument -thout charge to Burrower, Burrower shall pay any recurdation cost.

23. Waiver of Hamestead. Borrower waives all rights of homestead exemption in the Property

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MAY-29-98 15:03 From: DELAWARE SAVINGS BANK 3027931735 UNOFFICIAL COPY

	ent. If one or more inders are executed by B and agreements of each such rider shall be incoffined Security Instrument as if the rider(s) were:	
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	☐ Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
***************************************	YMENT RIDER	
BY SIGNING BELOW, Borrower and in any rider(s) executed by Borrower and Witnesses:	tapes and agrees to the terms and covenants contact tracorded with it.	ained in this Security Instrument
1) care	Walt D When	Seal)
000	ROBERT G. ACKERMAN Social Security Number	-Bortuwer
	Cepiten & chema	(Scal)
	CYNTHIA ACKE	RMAN -Burrower
O _x	Social Security Number	
STATE OF ILLINCIS. KANE COURTY	N Below This Line For Acknowledgement]	
I. James C. Departed State aforesald, no Harry Cer	a notary public, in and for	or the county and
Roman C. Accrem	no + Commat Acereman	
they signed, sealed, and deliver	te same parson whose names are so before me this day in person and ared the said instrument as their cherein set forth. including the rial Seal this (200)	d acknowledged that ricee and voluntary release and waiver
OFFICIAL 8E. S. BREDESO NOTARY PUBLIC, STATE O	N Notary Public	

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Fam 2014 7/29

PREPAYMENT RIDER

FOR VALUE RECEIVED, the undersigned (Sorrower(s) agree(s) that the following pravisions shall be incorporated into and shall be deemed to amend and supplement the mortgage, Doed of Trust or Security Doed of even date herewith (the Security Instrument) executed by Borrower, as trustor or mortgager, in favor of Delaware Savings Bank, FEB, its successors and or assigns (Lender) as beneficiarly or mortgagen, and also into that certain promissory note of even date herewith (the note) beneficiarly or mortgagen, and also into that certain promissory note of even date herewith (the note) executed by Borrower in favor of Lender. To the extent that the provisions of this propayment rider (the Ricer) are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of this Rider shall prevail over and shall superfede any such inconsistent provisions of the Security Instrument and / or the Note.

Section 4 Leting section of the Note pertaining to the Borrowers right to prepay is amended to read in its entirery as follows:

BORROWER'S RIGHT! TO PREPAY: PREPAYMENT CHARGE ...

I have the right to make payments of principal at any time before they are due. A payment of .-principal only is known as a "prepayment". When I make a prepayment I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayment. However, if (make a prepayment in excess of twenty-five (25%) of the principal during the first 12. months, I will have a prepayment charge of five (5%) of the Loan Amount of the time of prepayment. Thereafter there will be no prepayment charge. The note Holder will refall of my prepayment to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no charges in the due date or in the amount of my monthly payment miless the Note Holder agrees in writing to those changes.

Wilet & aleban-	05-25-55 Date
Borrower: ROBERT G. ACKERMAN Centile Celegran Borrower: CYNTUTAL ACKERMAN	US-27-98
Bácrawer: CYNTHIALACKERMAN	0.76
Barrower:	Date
Barrawer:	