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Old Kent Mortgage Company Secondary Marketing Operations Final Documentation P. O. Box 204 Grand Rapids, M: 49501-0204

Cook County Recorder

1998-07-13 11:50:44

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LOAN NO 103 2 2 3 4 Affiliate No.

CST 982185

-[Space Above This Line For Recording Data]-

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 30, 1938 LALEK JABROWSKI UNG RENATA DABROWSKI, HUSBAND AND WIFE

("Borrower").

This Security Instrument is given to FIRST AMERICAN MORTGAGE.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is /21 - 2014 - 19451 AVENUE STEFOL, MAYWOOD, 1. 60153 ("Lender").

Borrower owes Lender the principal sum of One Hundred Thinty One Thousand Dollars and no/100

Dollars (U.S. \$ 13:.000 00 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 2017, 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note: (b) the payment of all other sums, with interest, advanced under paragraph 7to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements Merc Clarks Office under this Security instrument and the Note. For this purpose, dorrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois

SER ATTACHED EGAL DESCRIPTION

-11-10:-036

which has the address of

1506 NORTH DAK STREET

PALATINE [City]

Illinois 60057 [Zip Code]

[Street] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements. appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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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. operate to prevent the enforcement of the iten; or (c) secures from the holder of the lien an agreement eatlatectory to Lender subordinating the iten to this Security instrument. If Lender determines that any part of the Property is subject to 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 Borrower shall promptly discharge any hen which has priority over this Security instrument unless Borrower. (a)

Lender receipts evidencing the payments. amounts to be paid under this peragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to pay them on time directly to the person owed payment. Bonower shall promptly furnish to Lender all notices of Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall 4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any.

paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; sectors, to amounts payable under paragraph 2; thind, to interest due; fourth, to principal due; and last, to any late charges due under the Note. 3. Application of Payments. Unless applicable law provides otherwise, all payments recoved by Lender under

sums secured by this Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Lender John promptly refund to Borrower any Funds held by Lender & Lender Stell by Lender it, under paragraph 21, Lender stell 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 at the Property.

up the deficiency in no more then twelve monthly payments, at Lender's sole discretion. Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due. Ander may so notify Borrower in withing and, in such case Borrower shall pay to Lender the amount necessary to need up the deficiency. Borrower shall make If the Funds held by Lender exceed the amounts permitted to be ne'd by applicable law, Lender shall account to

parties becount, or verifying the Escrow its resign borrower normoung and apprying the Funds and applicable law secrount, or verifying the Escrow its residual to the Funds and applicable law permits Lender to make such a charge. However, Cander may require Borrower to pay a one-time charge for an independent real estate tax reporting service used or carried in connection with this loss, unless applicable law provides otherwise. Unless an agreement is made or carrificable law requires interest to be paid, Lender shall not be provides otherwise. Unless an agreement is made or carrificable law requires interest to be paid, Lender shall not be their interest and Lender may agree in writing, however, therefore the paid on the Funds. Lender shall give to florrower, without charge, an arrush accounting of the Funds and the purpose for writing instrument. Funds are pledged as additional security for all sums secured by the forward instrument. (including Lender, it Lender is such to Assitution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Europe, it lender may not charge Borrower for holding and applying the Funds, annually analyzing the The Funds shall be held in an drattin Yon whose deposits are insured by a federal agency, instrumentality, or entity

basis of current data and rector alive estimates of expenditures of future Escrow items or otherwise in accordance with and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the seq. ("RESPA"), unless nather law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect exceed the maximum impurit a lender for a federally related mongage loan may require for Borrower's eacrow account under the federal 12 u.s.c. Safor et premiums. There called "Escrow flams." Lander may, at any time, collect and hold Funds in an amount not to yearly flocing in unance premiums, it any: (e) yearly mortgage insurance premiums, it any; and (i) any sums payable by Borrower to the day, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance essential enyments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly 2. Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Tunds') for; (a)

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

UNIFORM COVENANTS. Borrower and Lender coverient and agree as

limited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

encumbrances of record.

BOTHOWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mongage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower wantening and will defend generally the title to the Property against all claims and demands, subject to any

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the 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 policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and reneval 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 Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or 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 abanzions 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 of 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 morahly 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 in a Jiately prior to the acquisition.

- Occupancy, Preservation, Mainten Inc.) and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within stidy 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 extenualing circumstances exist which are beyond Borrower's control. Eorrower shall not destroy, damage or impair the Properly, allow the Property to deteriorate, or commit waste on the Froperty. 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 Pigperty or otherwise 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 Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Frogerty or other material impairment of 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 of statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal vesidence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property. the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londer's rights in the Froperty (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Francity and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has wighty over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the plemiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available,

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as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by matters and be given by delivering it or by first class mail to Lender address stated herein or any other address by 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 and the provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given and the provided to this parameter.

13. Loss Charges. If the loss secured by this Security Instrument is subject to a law which sus maximum loss charges, and that law is linelly interpreted so that the interest or other loss charges collected or to be collected in necessary to reduce the charge to the permitted limit, and (b) any such loss 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 necessary to reduce the reducing the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal and under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction be treated as a partial prepayment without any prepayment charge under the Note.

12. Successors and Assigns Bound; Joint and Several Lisbility; Co-ecostr. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lenda said 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 decruity instrument only to mortigage, grant and convey that Borrower's interest in the Property under the terms of this decurity instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees and landar and siny other not personally instrument of the decurity instrument, for the Note with regard to the Security instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Forbearence By Lend at Not a Weiver. Extension of the time for payment or intention of the time for payment or intention of amortization of the sums security instrument granted by Lender to any successors in intenest of Borrower shall not operate to release the liability of the admissibility of the accessor in intenest or intenest or refuse to commence proceedings any class Borrower and instrument by reason of any time for payment or otherwise modify amortization of the sums securically this Security instrument by reason of any demand inside by the original Borrower or Borrower's successors in it term at Any forbearance by Lender in exercising demand in time original not be a waiver of or precised the exercise of any right or remedy shall not be a waiver of or precise each in the exercise of any right or remedy shall not be a waiver of or precise of any right or remedy shall not be a waiver of or precise of any right or remedy shall not be a waiver of or precise of any right or remedy shall not be a waiver of or precise of any right or remedy shall not be a waiver of or precise of any right or remedy shall not be a waiver of or precise of any right or remedy shall not be a waiver of or precise of any right or remedy shall not be a waiver of or precise of any right or remedy and remed

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Unless Lender and Borrower otherwise agree. In virting, any application of proceeds to principal shall not extend or postpone the due date of the amount of such or change the amount of such

If the Property is abandoned by bornwer, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for darings a, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to conect and apply the proceeds, at its option, either to restoration or repair of the Property or to the aures secured by this Security instrument, whether or not then due.

in the event of a total taking of the Property, the proceeds shall be applied to the aums secured by this Security institutions, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property immediately before the taking is equal to or greater than the amount of the same secured or the Property in the sums secured or the Property in the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the focusts instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the focusts instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the following fraction: (b) the fell method in the same secured interprety in makes a fraction of the Property in which the fell matrix of the Property in the fell matrix of the Property in the fell matrix of the proceeds and included the fell in the fell method in the sums secured. I mediately before the taking, unless Borrower and Lender otherwise agnes in writing or annex secured. I mediately before the taking, unless Borrower and Lender otherwise gree in writing or annex secured. I mediately before the taking, unless Borrower and Lender otherwise agnes in writing or annex applicable is worken the sums secured. I mediately before the taking in the sums secured in the sums secured in the proceeds and be applied to the sums secured by this Security.

10. Condemnstion. The proceeds of any sward or claim for damages, direct or consequential, in connection was assigned and shall be paid to Lender. assigned and shall be paid to Lender.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Borrower shall pay to Lender each month a sum equal to one-twellth of the yearly montgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments are 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 the amount and for the period that Lender requires) provided by an insurance option of Lender, if mortgage insurance coverage (in the amount and in period that Lender requires) provided by an insinitar mortgage insurance endiscent is effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accondance with any written agreement between Borrower and Lender or applicable isw.

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- 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 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 prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitter; by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for rainstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) early of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures (my distant of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to ranstate shall not apply in the case of acceleration under paragraph 1?
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accombance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two senter resistant not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and racioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NCN-UNIFORM COVENANTS. Borrower and Lender further covenant and 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 notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and

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_	any recordation costs.	yaq ilaris rawonos. rawo	22. Release. Upon payment of instrument without charge to Borro
the sites acceleration and the other determs of Borrower to lied in the notice, Lender at in instrument without their its tredice of patitive ed tissts n	rower of the right to reinsta istence of a default or any on or before the date spec is secured by this Security judicist proceeding. Lends	proceeding the non-ex the default is not cured syment in full of all sun security instrument by in conedies provided in	sale of the Property. The notice in that to ease the foreclosure acceleration and foreclosure. If option may require immediate properties and may foreclose this expenses incured in pursuing the expenses incured in the expenses in t
-022661 'ON 1804	^>		

3 of 36 in Block 3 to Pepper Tree Farms Unit 1, being a subdivision of the West 1/2 of the Northwest 1/4 of Section 11. Township 42 North, Range 10. East of the Third Principal Meridian, according to the plat thereof recorded May 9, 1968, as Document 20484668, in Cook County, Illinois.

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