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1998-09-03 16:29:33

Cook County Recorder

31.50

RECORD AND RETURN TO:

CREDICORP, INC. 233 S. WACKER DRIVE **SUITE 4030** CHICAGO, IL 60606



#### [Space Above This Line For Recording Data] MORTGAGE

THIS MORTGACE ("Scaunty Instrument") is given on

August 25, 1998

. The mortgager is

JAMES R. CAREY ROBBIE L. CAREY HIS WIFE

As Joint Tenants

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

CREDICORP, INC.

which is organized and existing under the laws of

LLINOIS

, and whose

233 S WACKER DR. SUITE 4029

CHICAGO, IL 60606

//Lender\*). Borrower owes Lender the principal sum of

One hundred six thousand one hundred eighty and 00/100\*\*\*\*

Dollars (U.S. \$

106,181.00

This debt is evidenced by Borrower's note deted the same date as this Security Instrument ( Note ), which provides for monthly paymonts, with the full debt, if not paid earlier, due and paye lie on August 30, 2028

This. Security Instrument secures to London (a) the repayment of the deby ovicenced by the Note, with interest, and all renowals, 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 (a) the performance of Borrower's covenants, and agreements, under this Socurity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Londor the following described property located in

County, Illinois:

THE MORTH OF FEET OF LOT 04 (EXCEPT THE MORTH 28 FEET THEREO SUBSIDICION BY ESSENE S PIKE OF THAT PART OF THE SOUTHEAST 1/4 FETION 6, TOWESTER 3' NORTH, RANGE DE EAST OF THE THIED PRINCIPAL MERIDIAN, MING HAST OF THE CENTER LINE OF SPROCE STREET, SOUTH OF THE CENTER LINE OF 9321 STREET, WEST OF THE MEST LINE OF THE PIGHT OF WAY OF PITSBURGH, CINCINNATI AND ST LOUIS PATTRIAD AND BIRTH OF THE SOUTH LINE OF SAID 1/4 SECTION AND MARKED LONGWOOD DUBOLVISION OF THE MAP THEREOF RECORDED JANUARY 18, 1989 IN BOOK 32, TAGE 37, IN COFFICIENTY HARMOID.

Which has the address of 9312 S VANDERPOEL CHICAGO

Illinois

60620

('Property Address');

(Street, City).

{Zip Code}

ILLINOIS Single Family Fannie Mac/Freddle Mag UNIFORM INSTRUMENT

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GENES:S 2000 INC 1 V9 3/WELO 1 (818) 223 3280

indials

N8 (210)

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."

BORROWER COVENANTS that Borrower is lewfully seised of the estate hereby conveyed and has the right to mortgage and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

 Payment of Principal and Interest; Prepayment and Late Charges, Borrower promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment and

promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Finds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property. (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums revailed by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage visurance premiums. Those items are called "Escrow 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 escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate "incumount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender they not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Fiscrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estatulax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Porrower and Lender shall not be required to pay Porrower and Lender. paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be out on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing cred's and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pleuged as additional security for all sums secured by this

Security Instrument

Security Instrument.

If the Funds held by Lender exceed the amounts permitted to achield by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items vinen due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessity to make up the deficiency. Borrower shall make up the deficiency in no more than twolve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Ecodor shall promptly retund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or soil 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 applied have 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, lines and impositions attributable.

4. Charges; Liens. Borrower shall pay all texes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Socurity Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly lurnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall

promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

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

ILLINOIS Single Family Famile Mse/Freddle Msc UNIFORM INSTRUMENT

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initials LRC XX.

<sup>> 0.2 200</sup> 95606486

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hercelter procted, on the Property insured against loss by tire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be awaintained 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 mulintain 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 cliuse. Londer shall have the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to Londer all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt

notice to the insurance carrier and Londer. 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 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 abandons the Property, or does not answer within 30 days a notice from Lender thy. 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.

Lendor may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not their due. The 30-day period will begin when the notice is given.

Unless Lendor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpose of the due dute of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If micer paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds reaching from damage to the Property prior to the acquisition shall pass to Lendor to the extent of the sums secured by this Socially instrument immediately prior to the acquisition.

6. Occupancy, "reservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds, Borrower's shall occupy, establish, and use the Property as Borrower's principal residence within sixty cays store 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 Landor otherwise address in writing, which consists shall not be unreasonably withheid, or unless extenuating circumstances Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lander otherwise agrees in writing, which constant shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste or the Property. Borrower shall be in default if any toriciture action or proceeding, whether civil or criminal, is begin their in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the liest 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 Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in ideally if Borrow or during the loan application process. interest in the Property or other material impairment of the lien created by this Security Instrument or Lendor's security interest. Become shall also be in detault if Become of during the loan application process, gave materially talso or inaccurate information or statements to Lender (or filler) to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Berrower's occupingly of the Property as a principal residence of this Security Instrument is on a leasahold. Becrower shall comply with all the provisions of the lease. If Becrower acquires fee title to the Property, the leasahold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Becrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property Instrument, or there is a logal proceeding that may significantly affect bender's rights in the Property Lender's actions may include processary to protect the value of the Property and Lender's rights in the Property Lender's actions may include proceeding referenced by a lien which has priority over this Security Instrument, appearing in court, paying reasonable efformacys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph. Lender does not have to do so.

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

Londor to Borrower requesting phymont.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan 8. Mortgage Insurance, If Lender required mortgage insurance as a condition of making the loan secured by this Socurity Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender, it substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender required) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

ILLINOIS Single Family Fennie Mae/Freddle Mac UNIFORM INSTRUMENT

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

10. Condemnation. The proceeds of any award 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 timediately 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 applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due if the 2 openty is abandoned by Borrower, or If, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to lender within 30 days after the date

the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or

repair of the Property or to the sums secured by this Security Instrument, whether or not then due

Unloss Londer 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 Aslessed; Forbearance By Lender Not a Walver. 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 other vise 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

by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy rial not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Cound; Joint and Several Liability; Co-Signers.

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's Interest in the Property under the terms of this Security Instrument; but it is not presently instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument is subject to a law which sets maximum foun charges, and that law is finally interpreted so treat the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted that, then: (a) any such loan charge shall be

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 refuset payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Land'er designates by notice to Borrower Any notice provided for in this Security Instrument shall be deemed to have were fiven to Borrower or

Lendor whon given as provided in this paragraph.

18. Governing Law; Severability. This Security Instrument shall be governed by ordered 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

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security

Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Property or any interest in it is sold or transferred and property or any interest in Borrower is sold or transferred and Property or any interest in Borrower. It all or any part of the Property or any interest in Borrower. If all or any part of the Property or any interest in Borrower, if all or any part of the Property or any interest in Borrower. If all or any part of the Property or any interest in Borrower. If all or any part of the Property or any interest in Borrower. 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 loss 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,

ILLINOIS Single Family Famile Mae/Freddle Mac UNIFORM INSTRUMENT xee A.

GENESIS 2000 INC. 1 V9 3/W11 0 1 (818) 223 3260

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Lender 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 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 reinstatement) before sale of Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Londer all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys responses. and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the

case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Socurity Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 kbc/r 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 Properly 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 Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Londer written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory actions or private party involving the Property and any Hazardous Substances 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 Substances 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 petroleum products, toxic petroleum products, toxic petroleum products, toxic petroleum and herbicides, volatile solvents, materials containing asbestos 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 rulete to health, safety or environmental protection.

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

21. Acceleration; Remedies. Acceleration Following Gorrower's BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOR TO ACCEL IN/TION UNDER PARAGRAPH 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (A) THE DEFAULT; (A) THE ACTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 35 DAYS FROM THE DATE THE NOTICE IS CIVEN TO BORROWER, BY WHICH THE DEFAULT must be cured, (D) that failire to cure the default on on before the DATE specified in the notice may result IN ACCELERATION OF THE BUMS SECURED BY THE SECURITY INSTRUMENT AND SALV OF THE PROPERTY; AND (E) ANY OTHER Information required by applicable law. The notice bhall further inform someover of the right to reinstate AFTER ACCELERATION AND THE RIGHT TO BRING A COURT ACTION TO ASSERT THE NON "STENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND SALE. IF THE DEFAULT IS NOT CUMED 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 INVOKE THE POWER OF SALE AND ANY OTHER REMEDIES PERMITTED BY APPLICABLE LAW. LENDER SHALL BE ENTITLED TO COLLECT ALL COSTS AND EXPENSES INCURRED IN purbuing the remedies provided in this paragraph 21, including, but not limited to, readchaple attorneys: FEES AND COBTS OF TITLE EVIDENCE.

ILLINOIS Single Family Famile Mae/Freddle Mag UNIFORM INSTRUMENT

GENESIS 2000 INC 1 V9:XW11 0 1 (818) 223 3280

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22. Rolenso. 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 unless applicable law provides otherwise

Waiver of Appraisement. Borrower waives all right of valuation and appraisement

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded combiner 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.

[Chock applicable acutes]]

Adjustable Rate

**Graduated Payment** 

Balloon

V.A

Condominium

Planned Unit Development

Rate Improvement

Other Rider(s) [specify]

1-4 Family

**Biweekly Payment** 

Second Home

BY SIGNING BELOW, Borrower accepts and recepts to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

(Soal) Borrower

(Seal) Borrower

(Soal)

Borrower

(Soal) Borrower

State of Illinois

On this 25th day of August

**COOK County 88:** 

1998 . before me, the undersigned, a Notary Public in and for said

county, personally appeared: JAMES R. CAREY, ROBBIE L. CAREY HIS WIFE

, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official soal

My Commission Expire "OFFICIAL SEAL" RONALD K. KOFFSKI NOTARY PUBLIC, STATE OF ELENOIS MY COMMISSION BOFIRES 02/25/02 Totary Public The state of the s

ILLINOIS Single Family Famile Mae/Freddle Mac UNIFORM INSTRUMENT

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THERE WILL BE A FEE OF \$25.00 FOR ANY PAYOFF OR VERIFICATION OF MORTGAGE REQUESTED.

<sup>10 0 0001</sup> 94409789