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Cook County Recorder

REGIDAD AND RETURN TO POVER MORTEAGE INCORPORATED

334 L'OURNES CHYSTAL LAKE, ILLINDIS 40014

BOX 370

Prepared by: MONE CEITHANL

CRYSTAL LAKE, IL 80014

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MORTGAGE

THIS MORTGAGE ("Security Latiniment") is given on AUGUET 20, 1998 CANDACE A. MANDEL, MARRIED TO PRANK J. MANDEL **

. The mortunger in

("Borrower"). This Security Instrument is given to POWER MORTGAGE INCORPORATED

THE STATE OF ILLINOIS which is organized and existing under the laws of Militar is 228 PLORENCE

. and whose

CRYSTAL LAKE, ILLINOIS 60014

ONE HUNDRED FIFTY FIVE THOUSAND AND 00/100

("Lender"). Borrower owas Lender the principal sum of

155,000.00 Dollars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as inly S curity instrument ('Notes'), which provides for monthly psyments, with the full debt, if nor paid earlier, due and payable on SEPTEMBER 1, 2028 This Security Instrument recurses to Leader: (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 nums, with interest, advanced under paragraph 7 to protect the security of this Security Instituted; and (a) the performance of Borrower's suventable and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

THE WEST 7.5 FEET OF LOT NINETY NINE (99) AND ALL OF LCT ONE HUNDRED (100) IN BRICKMAN MANOR THIRD ADDITION UNIT NO. ONE BEING A SUBDIVISION IN THE SOUTHWEST QUARTER (1/4) OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, bast of the third principal meridian, according to that this boy REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 10, 1964, AS DOCUMENT NUMBER 2144176.

Zip godo ("Property Address");

** FRANK J. MANDEL IS EXECUTING THIS MORTGAGE SOLELY FOR THE purpose of waiving any and all marital and homestead rights Parcel ID # 03-24-311-025

Which has the address of 1805 MAYA . MT. PROSPECT

Street, City

Illiagery M 60056 ILL MONAPHOLE PERMITY FINAL PHEME UNIFORM NOTRUMENT PORM SOTA MATRUMENT Form 2014 9/30

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TOGETHER WITH all the improvements now or herester elected on the property, and all essements, 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 lawfully select of the estate hereby conveyed and has the right to mortgage, grad and convey the Property and that the Property is unencombered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any spoumbrances of record.

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

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

1. Payment of Principal and Interest; Prepayment and Lute Charges, Surrower shall 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. Funds for Taxes and Insurance, Subject to applicable law or to a written watver by Lander, Borrower shall pay to Lander on the day monthly payments are due under the Note, until the Note is paid in tull, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a tien on the Property; (b) yearly learshold payments or ground sents on the Property, if any: (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any: (e) yearly monicage insurance premiums, if any; and (f) any sums payable by Borrower to Lander; in accordance with the provisions of paragraphs, in these of the payment of mortgage insurance premiums. These items are called "Exerow Items."

Lender may, at any time, collect and hold Punds in an amount not to exceed the insatimum amount a lender for a Inderelly related mortgage inan may require for Borrower's occum account under the federal Real Estate Settlement Procedures Act of 1974 as smended from time to 11.24, 12 U.S.C. Section 2601 of req. ("RESPA"), unless another law that applies to the Punds tells a lesser amount. If any Lander may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lander may estimate the amount of Funds on the basis of current date and reasonable actimates of expenditures of future Excrow Items or otherwise in accordance with applicable law.

The fluide shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Leader, if Leader is such an institution) or in any fluidral Home Loan Bank. Leader shall apply the fluids to pay the Bactow Items. Leader may not charge Borrower for holding and applying the Funds, annually analyzing the entrow eccount, or verifying the Bactow Items, unless Leader pays florence or interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Borrower to pay a o testing charge for an independent real setate tax reporting service used by Leader in connection with this loan, unless applicable law provides interest or servings on the Funds. Borrower any interest to be paid, Leader shall not be required in pay Borrower any interest or servings on the Funds. Borrower and Leader may agree in writing, however, that interest shall be paid on the Funds. Leader shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each dabit to the Funds was made. The Funds are pludged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lander exceed the amounts permitted to be held by applicable law. Lander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lander at any time is not sufficient to pay the Berrow Items when due, Lander may so notify the naver in writing, and, as such uses therewer shall pay to Lander the amount necessary to make up the definiency. Borrower shall make up the definiency in no more than twelve monthly payments, at Leader's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Londor shall promptly refund to Borrowst any Funds held by Lander. If, under parsuranh 21, Leader shall acquire or sell the Property, Leader, or the acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Le der nader paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; mecond, to amounts payable paragraph 2; third, to inherest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liers. Borrower shall pay all taxes, secondents, charges, fines and impositions stiributable to an Property which may artain priority over this Security Instrument, and lessabold payments or ground rents, if any. Burrower 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. Burrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph if Borrower makes these payments directly. Borrower shall promptly furnish to Lender ruceipts evidencing the payments.

Borrower shall promptly discharge any llon which has priority over this Security Instrument unless Borrower: (a) agreed in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contexts in good faith the lien by, or defends spaints unforcement of the lien in, legal proceedings which in the Lander's opinion operate in prevent the enforcement of the lien; or (a) secures from the holder of the lien an agreement satisfactory to Lander subordinating the tion to this Security Instrument. If Lander determines that any part of the Property is subject to a lien which may attain priority lefts

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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.

S. Hexard 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 fluoding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the particle that Lender requires. The insurance carrier providing the insurance shall be chosen by Rorrower subject to Lander's approval which shall not be unusasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lander's option, obtain coverage to protect Lander's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lander and shall include a standard mortgage clause. Lender shall have the right to hold the policies and conswels. If Lander requires, Borrower shall promptly give to Lander all receipts of paid premiums and receives. 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 Londer 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 Lander's security is not lessened. If the restoration or repair is not economically feasible or Lander'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 abandoms the Property, or does not an ever within 30 days a notice from Lander that the insurance carrier has offered to settle a claim, then Lander may collect the infirance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lander and florrers otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mostly payments referred to in paragraphs 1 and 2 or change the amount of the payments. It under paragraph 21 the Property is required by Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the equisition shall pass to Lender to the exent of the sums secured by this Security Instrument

immediately prior to the acquisition.

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6. Occupancy, Preservation, Maintenauca and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Legdar otherwise agrees of writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, demage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Leguer's good faith judgment could result in forfaiture of the Property or otherwise materially impair the iten created by this Secti ity Instrument or Lander'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, practudes furfaiture of the derrower's interest in the Property or other meterial impairment of the tien created by this Security Instrument or Landar's security interest. Sorrower shall also be in default if Borrower, during the loan application process, gave materially fulse or inscrumit information or statements to Lender (or failed to provide Lander with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning flortuwer's occupancy of the Property as a principal recidence. If this Security Instrument is on a lusshold, Borrower shall comply with all the provisions of the lease. If Borrower will rese fee title to the Property, the isasobold and the fee title shall out merge unless Landar agrees to the merger in writing.

7. Protection of Lander's Rights in the Property, if Borrower fails to perform the coverage and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londor's rights in the Property (such as a proceeding in bankruptny, probate, for condemnation or forfeiture or to enforce laws or regulations). Use Lander may do and pay for whatever is necessary to protect the value of the Property and Lander's rights in the Property. Useder's actions may include paying any sums secured by a lian which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lander may take setton under this paragraph

?, Lander does not bave to do so.

Any amounts dishursed by Lander inder this paragraph 7 shell become additional debt of Morrower section by this Security Instrument. Unless Borrower and Lander agree to other terms of payment, these amounts shall been interest from the date of dishursement at the Note rate and shall be payable, with interest, upon notice from Leader to Borrower requarking payment.

3. Martgage insurance. If Lander required mortgage insurance as a condition of making the lase econed by this Security Instrument, Barrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lander lapses or cases to be to affect. Burrower shall pay the premiums required to

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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 insured approved by Lender. It substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insured approved by Lender shall pay to Lender each month a sum equal to one-medith of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or coasted to be in effect. Lender will accept, use and retain these psyments as a loss reserve in lists of mortgage insurance. Least reserve psyments may no longer be required, at the option of Lunder, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the pramiums 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. Leader or its agent may make ressumable untries upon and inspections of the Property. Leader shall give Borrower notice at the time of or prior to an inspection specifying research value for the inspection.

16. Condemnation. The proceeds of any sward 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 list of condemnation, are hereby assigned and shall be paid to Lander.

In the event of a real taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not there are 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 Lander 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 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 dite.

If the Property is abandoned by Borrower, or it, ofter notice by Lander to Borrower that the condennor offers to make an award or sattle a claim for damages, Borrower (tile to respond to Lebtler 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 (i.e.)

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

11. Borrower Not Released; Porbearance By Lender Not a Waiver. Extension of the time for payment or modification of emortization of the sums accured by this Security Instrument grant of by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's processor in interest. Lender shall not be required to communes proceedings against any successor in interest or refuse to extend do e 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 Lander in exercising any right or remainly shall not be a waiver of or preclude the exercise of any right or retbody.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security instrument shall bind and henefit the successors and assigns of Lauder and Borrower, subject to the provisions of paragraph 17. Borrower's coverants and agreements shall be joint and soveral. Any Borrower who co-signs this Security Instrument but does not execute the Notes (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 Lander and any other Borrower may agree to extrans, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note Without that Formacot.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets manipulation loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan expect the permitted limits, then: (a) any such loan charge shall be reduced by the smouth necessary to rejur, the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Londer may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment sharps under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mall 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 Lander. Any notice to Lander shall be given by first class, mail for

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Lunder's address stated betain or any other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be designed to have been given to Borrower or Lander when given as provided in this persurable.

15. Governing Lawi 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 alsum 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 am 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, Romower shall be given one conformed copy of the Note and of this Security Lastrument.

17. Trumfer of the Property or a Seneficial Interest in Engraver. 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 porson) without Lender's prior written consent. Lender may, at its option, require immediate payment to full of all sums secured by this Security Instrument. However, this option shall not be supposed by Leader if exercise is prohibited by federal law as of the date of this Security instrument.

If Leader examples this option, Lander shall give Borrower notion 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 Screwer must jury all sums accuracing the house underly instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lander may lavoke any remedies

permitted by this Security instrument without further notice or demand on Borrower.

18. Encrever's Right ?? Reinstate, if florrower musts certain conditions, Borrower shall have the right in have enforcement of this Security informant 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 the Property pursuant to any power of eals contained in this Security Instrument: or (b) eatry of a 3 degree enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Landar all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cares any default of any other covenants in agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterpays' fase; and (d) takes such action as Lendar may reasonably require to assure that the lieu of this Security Instrument, Londar's rights in the Property and Borrower's obligation to pay the same secured by 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 rivie of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice of Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under or riots and this Security Instrument. There also may be one or more changes of the Loan Servicer unraised 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 payments is above and applicable law. The notice will state the name address of the new Loan Servicer and the address to which payments should as made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Surrower shall not cause or permit the presents, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyons also to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding two sentences et all 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, 'swy it or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Sthetance affecting the Property is necessary. Borrower riall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as train or hazardous substances by Sovironmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and harbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 30, "Bovironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or solvironmental protection.

NON-UNIFORM COVENANTS. Bostower and Lunder further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give nutice 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 §7 unless

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applicants law provides otherwise). The notice shall specify: (a) the default; (b) the notion required to cure the default; (c) a data, not less than 38 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, foreclasure 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 useert 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 aption, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may forecluse this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph: 21, including, but not limited to, remonable attorneys' fees and costs of title syldence.

21. Release. Upon payment of all sums accured by this Security Instrument, Lender shall release this Security Instrument

without charge to Borrower. Sc 23, Walver of Homestand	istower wielt pay any record . Borrower weiver all right (n the Property.	
24. Ridars to this Security Security Instrument, the covenant the covenants and agreement of [Check applicable box(es)]	the and agreements of each a	uch rider shall be incorpe		
Adjustable Rate Rider Graduated Payment Rid Balloon Rider VA Rider	er Plesned		1-4 Family Rider Biweekly Payment Rider Sucond Home Rider	,
SULELY FOR THE PUT	rpose of watving	ANY AND ALL MA	RITAL AND HOMBSTEA I contained in this Security Insti	D RIGHTS
in any rider(s) associted by Barn Witnesses:	ower and recorded with t.	CANDACE A.	MANDEL/MARRIED TO	Soul)
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FRANK J. WANDEL	All (See			(Saul) Rarawer
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CAMBACE A. MANDEL, MARBIE	D TO PROME U. MAMPEL.			unimata`
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