UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

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



1998-09-30 12:54:09 cook County Resorder

LOAN NO. 1103882 Affiliate No.

[Space Above This Line For Recording Data].

MORTGAGE

THIS MORTGAGE ! Security Instrument") Is given on August 21, 1998 ANDY ANDREWS and SYEPHANIE ANDREWS, HUSBAND AND WIFE

. The mortgagor is

("Borrower").

This Security Instrument is given to PAISH HORTGAGE COMPANY,

which is organized and existing under the lews of THE UNITED STATES OF AMERICA, and whose address is 350 WEST HUBBARD STREET #2'2, CHICAGO, IL 60610

Borrower owes Lender the principal sum of One Hundred Seventy Six Thousand Dollars and no/100 ("Lender").

Dollars (U.S. \$ 176,000.00). This debt is evidenced by Borrower's note dated the same date of this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2023. 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 c/all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the purintmence of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, borlover does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

SEE ATTACHED LEGAL

PROFESSIONAL NATIONAL TITLE NETWORK INC.

09-35-128-002-0000

which has the address of

1316 GARDEN

[Street]

PARK RIDGE [City]

illinois 60068

[Zip Code]

("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."

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3014(9-90)-L PAGE 1 OF 6

FORM 3014 9/90

98875870

COBST TO THE BOWLY OF HTINOB-BINOTE FAMILY FUMA/FHLMC UNIFORM INSTRUMENT

Borrower shall eatlefy the lien or take one or more of the actions set forth above within 10 days of the giving of notices. a lien which may attain priority over this Security instrument, Lender may give Borrower a notice identifying the ilen. Of the control of the because in which in the Lender's against a minimum of the lien in manner accorded in the Lender's colinion in the Lender's opinion in the Lender's opinion in the Lender's opinion of the lien by, or defends against emborrement of the lien that holder of the lien and remaining the analysis of colors in the manner of the lien and of th notation a spine I and the contract of the con Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) Lander receipts evidencing the payments.

amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to lander the paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of Bris several in the manner provided in paragraph 2, or if interest in the manner provided in paragraph in the manner provided in paragraph in the manner provided in the manner of the m Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any,

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the peragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; accord, to amounts payable paragraphs 2 third; to interest due; tourth, to principal due; and last, to any late charges due under the Note.

3, Application of Payments. Unless applicable law provides otherwise, all payments to bed by Lander under

Provision in the Property, shall apply any Funds held by Lender at the time of acquisition or eate as a credit against the sequestion of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or eate as a credit against the or eate of acquisition or eate as a credit against the contract and the property, and instrument Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

up the deficiency in no more than tweive monthly payments, at Lender's solo (nerretion. and, in such case Borrower shall pay to Lander the amount necessary to make up the deficiency. Borrower shall make If the Funds held by Lender exceed the amounts permitted to be read by applicable law, Lender shall account to Borrower in writing, borrower in writing, Lender at any time is not sufficient to pay the Escrow items when due, Linder may so notify Borrower in writing, by Lender at any time is not sufficient to pay the Escrow items when due, Linder may so notify Borrower shall make to Lender at any time is not sufficient to pay the Escrow items when due, Linder and the Amount shall make the land of the land o

Funds are pledged as additional security for all aums secured by the Security Instrument.

Brit about the Funds and debits to the Funds and the purpose for which each debit to the Funds was made. The that interest shall be paid on the Funds. Lender shall give to Bol rower, without charge, an annual accounting of the required to pay Borrowst any interest or semings on the fur. de. Borrowst and Lender may agree in writing, however, independent real estate tax reporting service used by social in connection with this loan, unless applicable law permits Lender to make such a charge, However, Lander may require Borrower to pay a one-time charge for an escrow account, or verifying the Eacrow items, unless Lender pays Borrower interest on the Funds and applicable law pay the Escrow Rems, Lender may not charge sorrower for holding and applying the Funds, annually analyzing the (Including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall supply the Funds to villementaria, vonega latebet a vd betueni era afleoqeb esoriv norturiani na ni bieri ed itaria abruit eni l'

basis of current date and reasonable of expenditures of future Escrow frems or otherwise in accordance with ente of the shirt of the shirt of the second second is the second of the shirt of t peed "RESPA"), unless another lay that applies to the Funds sets a lesser amount. If so, Lander may, at any time, collect inder the federal Real Estat 9 St. thement Procedures Act of 1874 as amended from time, 12 U.S.C. \$2601 et exceed the maximum among the stederally related mongage loan may require for Borrower's escrow account yearly incoming to be some on the provided in the party of the party and (i) any sum payable by successions of the payment of the subject of the payment of yearly faxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly taxes and assessments which may attain priority over this Security instrument insurance premiums; (d) yearly taxes and assessments on the Property, if any; (c) yearly hazard or property insurance premiums; (d) we will be any any and remaining or ground rents in any allowing the property insurance and any insurance and insuran to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (8)

2. Funds for Taxes and insurance. Subject to applicable law or to a written walver by Lender, Borrower shall pay

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

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.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mongage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Of Ingit and that Borrower is lawfully select of the estate hereby conveyed and that the right to

FORM NO TIGGES

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 renewal 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 abactors the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

- 6. Occupancy, Preservation, Mainter and and Protection of the Property; Borrower's Loan Application; Lesseholds. 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 occurancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenualing 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 on the Property. 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 Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower and 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 default if Borrower, during the loan application process, gave materially false or inaccurate information or 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 residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrowar acquires fee title to the Property, the leasehold 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 Borrower falls to perform the coverants 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 Lender may do and pay for whatever is necessary to protect the value of the Property and Lender'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 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 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. If substantially equivalent mortgage insurance coverage is not available,

JNOFFICIAL

8 40 \$ 30A9

98875870 Fage 4

DIS-SINGLE FAMILY-FUMA/FHLMC UNIFORM INSTRUMENT

Provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in this manner or Lender when given at diese meil to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any shoulded for in this Security instrument shall be deemed to have been alven to Borrower or Lender when alven A solution of anium of anium of anium of anium a To not a general to the second vd to it belies to solve of lists triemutship that security in the Security is said to be given by delivering it or by the standard tank and the standard

tolobel owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction and regarded as a central precise without any precision precised as a central precise without any precision precised as a central precise without any precision precise index the Note of the reduction. seeded permitted limits will be refunded to Borrowst. Lender may choose to make this refund by reducing the the charge in a second restrict of the permitted limit; and (b) any sums alleged y collected from Borrower which want to read the refund of heart and the refund of heart and the refund he refund to the refund the refundation of the refundati Interestion with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount of reduced by the amount of reduced by the amount of reduced by the amount. Riges, and that law is linelly interpreted so that the interest or other loan charac shall be reduced by the arrangement or underlined that the reduced by the collected in the contract of the interpreted or other shall be reduced by the services with the contract of the reduced by the services with the contract of the reduced by the services with the contract of the reduced by the services with the contract of the services and the services with the contract of the services with the services with the services with the services of the services with the services with the services of the services with the services with the services of the services with the services of the services 13. Losn Charges. If the losn secured by this Security Instrument is subject to a law which sets maximum losn and tark that sans maximum the natural or or to hatering part had not no hatering part or the charge of the charge o

for two arms and agree to extend this diffy. Integral or make any accommodations with regard to the terms of this Security annual and some sine and the forms of this Security annual and the forms of this Security. for personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other formations made to pay the sums secured by this Security instrument; and (c) agrees that Lender or the server may other or this security security the terms of this security. we very the sum of the nontrade, drant and convey that Borrower's interest in the Property the terms of this Security (astrument only to Provisions of paragraph 17. Bottower's coverance and assessment or having and several triples of high sides of the second of the ordering of the source of the short of the successors and sale of the source of the so 12. Successors and Assigns Sound; Joint and Several Lisbility; Co-signers. This covenants and agreements of Security Instrument shall bind and benefit the auccessors and said and source a

demand made by the original sorrower or sorrower's aucressors in interesting meaning and the original sorrower or sorrower's aucressors in interesting the continuity meaning and to the standard of or services of any right or temedy and to the average of or services of any right or temedy and the services of any right or temporal to the services of any right or tempo any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. demand or otherwise modify announced by the summer strongs of the summer or remains or otherwise or continued by teacher or sometimes or otherwise modified by teacher or sometimes or otherwise allocasson of the summent of the sound of the summent of the sound of the summent of the sound of the summent of interest. Lender shall not be required to commence proceedings against any successor in interest or returns to commence proceedings against any successor in interest or returns to commence proceedings against or determinent or otherwise modify amortization of the sums security of this Security instrument by research of survival to the successor of the survival to the security instrument by research of survival to the security instrument by research of survival to the security instrument by research of survival to the security instrument by research or survival to the security in the security in the security in the security or successor or survival to the security in the security or successor o ril srozasoous 8 to the variable of the variable of the same of the variable o modification of smortization 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 is auccessors in 11. Borrows Not Released; Forbesrance By Lender Not a Waiver, Extension of the for payment of infinance and the notization of annual section of the state of the

postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such Uniess Lender and Borrower otherwise agree invaling, any application of proceeds to principal sitell not ender on also distributed to in care due date of the months of the months in the months in the contract to a series of the months in the months in the contract of th

notice is given, Lender is authorized to connot and apply the proceeds, at its option, either to restoration of repair of the formation of repair of the first of the formation of repair of the first o Property or to the sums secured by this Security in arument, whether or not then due. make an award or settle a claim for damage. Someway falls to respond to Lender within 30 days after the date the notice is given, Lender be sufficient to collect and about the proceeds, at its option, sither to restoration or tensic of If the Property is abandoned by & Arcyer, or if, after notice by Lender to Borrower that the condemnor of each an award or satis a client or respond to Lender to Ender within 30 have after the date that an each of a satisfactory.

unless applicable law otherwise, increment of the proceeds shall be applied to the sums secured by this Security The second of th wing of the Property that the fait market value of the Property immediately before the taking of the Property in a remains the property in the property in the fait of the faithful to the property immediately before the taking a seminal to the taking the value of the Property in received the taking. Any balance shall be paid to Borrower, in the event of a partial skind of the property in the event of a partial skind of the property in the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in the fair market value. following fraction. (a) the total amount of the sums secured immediately before the taking, divided by (b) the taking an instruction of the sums secured immediately before the taking, divided by (b) the taking the parties of the Property Instruction of the taking and the parties of the Property Instruction of the taking the parties of the Property Instruction of the taking the parties of the Property Instruction of the taking the parties of the parties of the Property Instruction of the taking the parties of the Property Instruction of the taking the parties of the Property Instruction of the taking the parties of the Property Instruction of the taking the parties of the Property Instruction of the taking the parties of the Property Instruction of the taking the parties of the Property Instruction of the taking the parties of the Property Instruction of the taking the writing, the sums secured by this Security instrument shall be reduced by the summan and remainer on the sound of the Security instrument shall be reduced by the smount of the proceeds multiplied by the following fragion. In the figure of the sums against an instrumentally instruments in the proceeds multiplied by the summan results of the sum against an instruments in the fair market. aums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, this sume excured by this Security instrument instrument shall be reduced by the aums excured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the which the fair market value of the Property intractions or own own to a person or a person against or the property intraction of the Property intraction of the taking is equal to or greater then the amount of the amount of the active absence that absence the taking the property intraction of the amount of the active 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 hains at he animal taking of the property in the fair market value of the property hainst art taking of the property in an area to a relate the animal of the In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security moment. Whather or not than due, with any excess paid to Borrower, in the event of not than partiel taking of the process paid to Borrower.

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

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

maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance and a sccordance with any written acreament between Borrower and Lender or applicable law. In accordance with any written agreement between Borrower and Lender or applicable law. The instituted approved by Lender again becomes available and is obtained the period tries certain required to the previous and the previous shall be considered. Somewer shall pay the premiums required to maintain maintain in the previous shall be considered. Somewer shall pay the premiums required to the premium that the transmittent in an arrangement in the previous and interest in the provider and in the provider and interest in the provider and the provider potion of Lender, if morigage insurance Coverage meanance, was receive preymence means to increase to insurance Coverage (in the amount and for the period that Lender requires) provided by an insurance has read to be available and is obtained. Borrower shall not the premiums tecurred to payments as a loss reserve in lieu of mortogage insurance. Loss reserve payments may no longer be required, at the cotion of Lander. If mortogage insurance coverage (in the amount and for the period that Lender requires) provided to paid by Borrower when the insurance coverage lepsed or ceased to be in effect. Lender will accept, use and tetein these payments as a loss reserve in lieu of mondane insurance. Loss reserve payments as a loss reserve in lieu of mondane insurance. Loss reserve payments as a loss reserve in lieu of mondane insurance. Loss reserve payments as a loss reserve in lieu of mondane insurance. Loss reserve payments as a loss reserve in lieu of mondane insurance. Bried have shall pay to Lender each morth a sum equal to one-twelfth of the yearty mortgage insurance premium and bisc each pure summer the premium to be summed and of the second of the premium of the premium and the summer of the second summer t

- 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 azys from the date the notice is delivered or malled 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 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 (ristrument 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 sale contained in this Security Instrument; or (b) only 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 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 Lender may reasonably require to assume that the item 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 Security Instrument) may be sold one or more times without prior no ice 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 heale 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 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 shyone 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 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 Hazararus Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by environmental 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 radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-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

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3014(9-90)-L PAGE 5 OF 6

FORM 3014 9/90

UNOFFICIAL COPY

9 #0 9 #50 # 550 # 750 # 6 of

TNEWNLLIAM TO THE PROPERTY OF THE PROPERTY OF

FORM 3014 8/90

ISC/CMD11L/\0491/3014(9-90)-L ILLINOIS-BINGLE FAMILY-FUMA/FHLMC UNIFORM INSTRUMENT

CEFICIAL SEAL KEVIN F. BRENNAN KHYN F. BRENNAN CONTINUO Extra (MYNA)	1 101	es anitaindo	Fhis Instrument was prepared by:
- Lower	Notary Public		My Commission expires: 8 loulou
golng instrument, appeared the sakinistrument as	y signed and de liverec es therein set forth.	e dit i tadi begbelwon; soqnuq bha sesu edit	personally known to me to be the ean before me this day in person, and ack the ir free and voluntary act, for Given under my hand and official
ona tinuos baid county and 17 (1) A 1 F E	M <mark>iduy (natoh b.</mark> Anabeur, kasera aina	OREWS and STEPH	i, the undersigned state do hereby certify that AndY An
Conuţ\ as:	(%)		STATE OF ILLINOIS, CADIC
	For Acknowledgmen.]	ent delow This Line	
	Bockel Becurity אייריבאיד		Social Security Number
18WOTTOB-		iewoi108.	
Tabifi merryany filman 4-1 [] Tabifi merryany (Naswig [] Tabifi emoti bricos8 [] Vitruos8 sirts ni beniatri (Iss8) Tabifi (Iss8)	Social Security Numbar Social Security Numbar TEPHANIE AN 18EK	obnoO[] annsiq[] ti etaR[] f eeerga bna stqecca	☐ Adjustuation Rate Rider ☐ Gradusted Peyment Rider ☐ Balloon Rider ☐ Other(s) [specify] ☐ Other(s) specify] BY Sighting BELOW, Bo 17,wer Instrument and in any rider(s) axeou
other defense of Borrower to brited in the notice, Lender at its instrument without further rehalf be entitled to obliect all appear to fimited to, but not ilmited to, but not ilmited to, rehall release this Security Property. Property. Incorporated into and shall incorporated into and shall all and into and shall incorporated into an all all incorporated into an all all incorporated into an all incorporated into an all into an	ixistence of a default or any of on or any of on or before the date specifications accurred by this Security Judiois! proceeding. Lends in this paragraph 21, including any recordation costs. In homestead exemption in the finders are executed by Borrie riders are executed by Borries of each such rider shall be rits of each such rider shall be	rocseding the non-e- be default is not cure ment in full of all su- scurity instrument by remedies provided i sts of title evidence. Is sind eque ment parti- tunent. If one or moi unents and agreeme venants and agreeme ts and agreeme of	table of the Property. The notice all right to seem in the foreclosure in the sociosure, in the foreclosure, if the sociosure, if the option may require immediate pay demand and may foreclose this Sement in pursuing the resconsible attorneys, tees and construment without charge to Borrow Instrument without charge to Borrow Instrument without charge to Borrow and in Security instrument, the construment and supplement, the coverant such as a supplement, in a coverant such as a supplement, in a coverant such as a supplement. [Check applica Security instrument.]

PROPERTY ADDRESS 1316 GARDEN, PARK RIDGE, ILLINOIS

PIN 09-35-128-002

LOT 1 IN PETERSON'S GARDEN SUBDIVISION IN THE NORTH WEST QUARTER (1/4) OF THE NORTH WEST QUARTER (1/4) OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1475745

C. AS L.

Dropolity Of Cook County Clark's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office