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Page 1 of 6016/0210 45 001 1998-02-26 13:22:44 Cook County Recorder

RECORD AND RETURN TO: KEY MORTGAGE SERVICES, INC.

576 LINCOLN AVENUE WINNETKA, ILLINOIS 60093

Prepared by: RICHARD NASH WINNETKA, IL 60093

7210351504

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MORTGAGE

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FEBRUARY 19, 1998 THIS MORTGAGE ("Security Instrument") is given on DAVID J. SELF

. The mortgagor is

AND DEBORAH A. SELF, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to KEY MORTGAGE SERVICES, INC.

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

, and whose

address is 576 LINCOLN AVENUE WINNETKA, ILLINOIS

('Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED SIXTY FIVE THOUSAND AND 00/100

165,000.00 Dollars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCA 1, 2028 This Security Instrument secures to London: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,

extensions and modifications of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverents 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:

LOT 56 IN KEMPSTON'S COUNTRYSIDE, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE DEAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

04-33-111-005-0000

Parcol ID #:

1009 LONGMEADOW DRIVE , GLENVIEW which has the address of 60025 [Zip Code] ("Property Address"); Illinois

[Street, City],

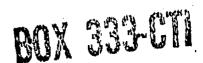
ILLINOIS-Single Family-FNMA/FHLMC UNIFORM Milde (87) DE

INSTRUMENT Form 3014 D/90 Amended 6/96

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net Security Instrument. If Leader determines that any part of the Property is subject to a lieu which may arisin priority over enforcement of the lien; or (b) secures from the holder of the lien an agreement satisfactory to Lender subcordinating the lien to by or defends against enforcement of the fientin, legal proceedings which in the Lender's opinion operate to prevent the withing to the obligation secured by the item a manner acceptable to Lender; (b) contests in good faith the item Borrower stall promptly decharge any hen which has priority over this Security Instrument unless Borrower (a) agreed in

Heorrower makes these payments duectly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall promply furnish to Lender all notices of amounts to be paid under this paragraph. Ucoolbanu no meni yaq llada raworroti. Tornam iadi mi biaq ton 11 70 C iqaragangi mi behiyotq ramani oth mi anoinagildo esedi which may sitten priority over this Security Instrument, and lesseboid payments or ground rents, it any Borrower shall nay d. Charges, Liers. Borrower shall pay all taxes assessments, charges, fines and impositions attributable to the Property

und to mierest due; Journ, to principal due; and last; to any late charges due under the Mote. Land Z shall be applied: first, to any propayment charges due under the Mote, second, to amounts paya, ite under paragraph Z. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under paragraphs

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a cred takithe sums secured by Tunds held by Lender, 11, under paragraph 21, Londer shall acquire of sell the Property, Lender, of the acquisition of sale Opon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

welve monthly payments, at Lender a sole discretion

suril pay to Leader the amount necessary to make up the deficiency. Borrower, and make up the deficiency in no more than une is not sufficient to pay the Escrow Items when due, Lender may so noth. Lorrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable, aw 11 're amount of the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to be hear of applicable law Lender shall account to Borrower

debit to the Tunds was made. The Tunds are piedged as additional sect. As for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds showing credite and che Funds and the purpose for which each Borrower and Lender, may agree in writing, however, that in erest shall be paid on the Funds, Lender aball give to Borrower, applicable law requires interest to be paid. Lender shall not by required to pay Borrower any interest or carnings on the Funda. used by Lender in connection with this foun, unless ap licable law provides otherwise Unless an agreement is made or a charge. However, Lender may require Borrower, 2 pays one-time charge for an independent real catate tax reporting service verifying the Escrow Long unless Lender pays to it wer interest on the Funds and applicable law perints Londer to make such Becrow Meins Lender may not charge Borrow rifor holding and applying the Funds, annually analyzing the escrow account, or (including Lender if Lender is such an it shar on) or in any Federal Home Loan Bank Lender shall apply the Fundatio pay the The frunds snall be held in an all indon whose deposits are insured by a federal agency instrumentality, or entity

Escrow liens or otherwise in accordance with applicable law. Lendon may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sols a lessor amount. If so, cer may at any time, collect and hold Funds in an amount not to exceed the lessor amount. 1974 as amended from the otime, 12 10:S.C. Section 2601 et seq. ("RESPA"), uniced another law that applies to the Funds Talkied mortgage lea. Thy require for Borrower's escrow account under the federal Real Balaic Settlement. Procedures Act of Vilensballe not rebnelle invome municant ett. besocks of fon innome na misbund blod bing toelloo en de vent rebned. the provisions. ... agraph 8 in the of the psyment of mortgage mainance premiums. These tiems are called "Becrow items." Uany; (c) yearly morteage disurance premiums if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, it any, (c) yearly hazard or property maurance premiums; (d) yearly, flood maurance premiums. and assessments which may attain priority over this Security Instrument as a lien on the Property, (6) yearly leasehold payments Lender on the day monthly payments are due under the Note, a paid in full a sum ("Funds") for (a) yearly taxes Z. Funds for Taxes and Insurance, Subject to applicable law of to a written waiver hy Lender, Borrower aball pay to

principal of and interest on the debt evidenced by the Note and any propayment and late ohat gos due under the Note and any propayment and late ohat gos due under the Note and any principal and late ohat gos due under the Note and any principal and late ohat gos due under the Note and any principal and late ohat gos due under the Note and any principal and late ohat gos due under the Note and any principal and late ohat gos due under the Note and late ohat gos due under the late of 1 Tayment of Principal and Interest Prepayment and Late Charges. Borrower shall prompily pay when due the

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

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 limited sand will defend generally the tills to the Property against all claims and demands, subject to any sneumbrances of record grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants BORROWER COVENANTS that Borrower is lawfully seeted of the estate hereby conveyed and has the right to mortgage,

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

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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.

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 falls 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 abandons 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 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 the payments. If under paragraph 21 the Property is accurred 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, Maintenance 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 to Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in virting, which consent 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 on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lorder's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Lastrument 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 Borr wer'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 internation 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 of this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires to 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 fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), ther Cander 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



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or any other address Borrower designates by notice to Lender, Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address 14. Molices, Any notice to Borrower provided for in this Security Instrument shall, be given by delivering it or by mailing

payment to Bostower. If a retund reduces principal the reduction will be treated as a partial prepayment without any Bonower, Conder may choose to make this terms by reducing the principal owed under the Note of by making a direct of bohuria simil boliurion boboosso solde in the more than the simil boliums to the similar to the simila forn exceed the permitted limits then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the 13 Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges.

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend nodify forbest or Borrower, a interest in the Property under the terms of this Security Instrument; (b) as not personally of safed to pay the sums natument but does not execute the Note: (a) its co-signing this Security Instrument only to moriga te. grant and convey that paragraph 17 Borrower's coverants and agreements shall be joint and several Any Borrower's coverants and security Security instrument shall bind and benefit the successors and assigns of Lender and Born #7, subject to the provisions of M. Successors and Assigns Bound; Joint and Several Liability; Co-signers III. Successors and agreements of this

successors in inforce. Any forbearance by Lender in exercising any right or rem an all not be a waiver of or preclude the ybemer to than Yma to satorexa of the sums secured by due Security instrument by reason of any demand and by the original Borrower or Borrower's commence proceedings against any successor in the real of selent and proceedings against any successor in the real of other and the real of other against any successor in the real of other against any successor in the real of the real not operate to release the liability of the original Borrower of Borrower at the best and increase Lender small and be required to of amortization of the same secured by this Security instrument grante. I) Lender to any successor in Interest of Borrewer shall II Borrower Not Released Forbearance By Lender A. A. weer Extension of the time for payment or modification

posipone the date of the monthly payments referred to in parag. I said 2 or change the amount of such payments. Unless Lender, and Borrower otherwise agree in with any application of proceeds to principal shall not extend or

Londer is suthorized to collect and apply the process strike option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then the eward or settle a chaim for damages. Borrower, at a to respond to Lender within 30 days after the date the notice is given, If the Property is soundoned by Borro wer, or if, siler notice by Leader to Borrower that the condemnor offers to make an

the applied to the sums secured by this Security Instrument whether or not the sums are then due uniese Borrower and Lender cd in rise agree in writing of unless applicable is occarvise provides, the proceeds shall off become between the same of the same saline and research and the same secured the same secured to be some of the same same same of the same secured to be some of the same secured to be same secured to be same same of the same secured to be same secured to b before the taking. Any belance half be paid to Borrower. In the event of a partial taking of the Property in which the fair ansuming the sums seen of immediately before the taking divided by (b) the fair market value of the Property immediately Security instrume. and be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security instrument in actists before the taking, unless Borrower and Lender otherwise agree in writing, the same secured by market value of u e 1 ropeny immediately before the taking is equal to or greater than the amount of the sums secured by this whether or not the with any excess paid to Borrower. In the event of a partial faking of the Property in which the fair in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

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

Hollower notice at the time of or prior to an inspection specifing resconside cause for the inspection. Just cuion Lender of its agent may make reasonable entries upon and inspections of the Property. Lender shall give

mainance ends in secondance with any written agreement between Borrower and Lender or applicable law. the premiums required to maintain morkage mearance in effect, or to provide a reserve, until the requirement for morgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay borred shi to long the boundary in the course of leading the borred shi in the strong solution of respective covers to long the borred shi to long the borred sh evident will scoopt, use and retain they ment a sea is seen a sea institution bus seen they are institution and seem of the institution and se one-twelfth of the yearly mortgage insurance premium being paid by Horrower when the insurance coverage lapsed to substantially equivalent morigage matriance coverage is not available. Borrower strail pay to Lender each monthly aum equal to cost to Borrower of the mortgage insurance previously to effect, from an alternate mortgage maurer approved by Lender, if obtain coverage, substandally equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 affect 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 the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is 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 day. From the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. A 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 Kip' 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 the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry c, 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 atterneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchang d. 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 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. It 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 any one 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, lawrait 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 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 agree 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)

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