Ticor Title 4416/0111 80 002 1998-03-04 12:16:05 31.50 Sock County Recorder AFTER RECORDING MAIL TO: MIDWEST FUNDING CORP. **1020 31ST STREET** SUITE 300 DOWNERS GROVE, IL LOAN NO.09-24-99427 [Space Above This Line For Recording Data]-MORTGAGE THIS MORTGAGE (Security Instrument") is given on February 24, 1998
JOHN M PLACKO AND CARLES PLACKO, HIS WIFE . The mortgagor is CYNTHIA A. (NAP ("Borrower"). This Security Instrument is given to , MIDWEST FUNDING CORPORATION AN ILLINOIS CORPORATION which is organized and existing under thr, laws of ILLINOIS , and whose address is 1020 31ST STREET, SUITE 300, DOWNERS GROVE, IL 60515 ("Lender"). Borrower owes Lender the principal sum of One Hundred Forty One Thousand Dollars and no/100 Dollars (U.S. \$ 141,000.00 debt is evidenced by Borrower's note dated the sar ie date as this Security Instrument ("Note"), which provides March 1, 2028 for monthly payments, with the full debt, if not paid earlier, lue and payable on 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: (1) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Sacurity instrument; and (c) the performance of Borrower's covenants 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 County, Illinois: COOK LOT 22 IN MIAMI PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 1, 2, 3 IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 FAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THAT PART LYING WEST OF THE EAST LINE OF ROAD OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCURDING TO THE PLAT THEREOF RECORDED MAY 9, 1950 AS DOCUMENT 14750290, IN COOK COUNTY, ILLINO'S. 10-30-102-023 Tax I.D. #: which has the address of 7922 N NEVA AVE , NILES [Street] [City] 60648 ("Property Address"); Illinois (Zip Code) TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also

be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be

more of the actions set forth above within 10 days of the giving of notice.

5. Hazzerd or Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazzerds included within the term "extended coverage" and erected on the Property insured against loss by fire, hazzerds included within the term "extended coverage" and

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

Borrower shall promptly discharge any lien which has priority over this Security instrument unless directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly rents, it any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that to the Property which may attain priority over this Security Instrument, and lessehold paymones or ground

charges due under the Note.
4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and inspesitions attributable

amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and tath, to any late under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due and a the Note; second, to

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 Lender prior to the acquisition or sale of the Property, shall apply any Funds held by Lander at the time of acquisition

Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, Upon payment in full of all sums secured by this Security Instrumen, Lender shall promptly refund to

reudél, a agla giactégiou" make up the deficiency. Borrower shall make up the deficiency in more than twelve monthly payments, at may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to

amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender account to Borrower for the excess Funds in accordar ce with the requirements of applicable law. If the

security for all sums secured by this Security instructer to be held by applicable law, Lender shall if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall

Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional shall give to Borrower, without charge, an arm at accounting of the Funds, showing credits and debits to the Funds. Borrower and Lender may agree in virting, however, that interest shall be paid on the Funds. Lender law requires interest to be pald, Lender shall not be required to pay Borrower any interest or earnings on the connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in interest on the Funds and applice de law permits Lender to make such a charge. However, Lender may require apply the Funds to pay the Estrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the estrow account, or verifying the Escrow Items, unless Lender pays Borrower or entity (including Lender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall

The Funds shall be neld in an institution whose deposits are insured by a federal agency, instrumentality. accordance with at plicable law.

Funds in an anicurt not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current tata and reasonable estimates of expenditures of future Escrow Items or otherwise in another law may applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C.S 2601 et seq. ("AESPA"), unless Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." premiums, it any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morgage insurance on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower charges due under the Note.

when due the principal of and interest on the debt evidenced by the Note and any prepayment and late

with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender coveriant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay THIS SECURITY INSTRUMENT combines uniform coveriants for national use and non-uniform covenants TOAN NO. 09-24-99427

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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

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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 Linder 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. Wunder 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 sum 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 the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless excenuating circumstances exist which are beyond Borrowe'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 may cure such a detaint 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 falled 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 Borrower 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 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), then Lender may do and pay for whatever is necessary to profest 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. Morigage 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, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the Insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve In lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if

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Unisdiction in which the Property is located. In the event that any provision or clause of this Security Hates by monce to bomower, may monce provided in this paragraph.

Law, Severability. This Security Instrument shall be governed by federal law and the law internation in which the Property is located. In the event that any provision or clause of this Security.

nates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have alven to Borrower or Lender when given as provided in this Security instrument shall be deemed to have er shall be given by first class mall to Lender's address stated herein or any other address Lender's address stated herein or any other address Lender by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to be a stated to the frattiment shall be deemed to the country instrument shall be determined to the country instrument shall be deemed to the country instrument shall be determined to the cou The property Address of any other address Borrower designates by notice to Lender. Any notice to shall be given by first class mail to Lender's address stated herein or any other address Lender. with the Property Address of any other address Bottower designates by notice the property and the Bhall be assigned by the property Address of any other method. The notice of any other method of the property Address of any other address Bottower designates by notice to Lender anitod was replaced by any other address. 14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it wailling it by first class mall unless applicable law requires use of another method. The notice shall be

ke uns return by reducing the principal ower under the by theming a under the Ante.

The teduces principal, the reduction will be treated as a partial prepayment without any prepayment the Ante. increas in the principal owed under the Note or by making a direct payment to Borrower. It is reduction will be treated as a partial prepayment without any brepayment. ilected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to ke this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It is also borrower. duced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already will be tetunded to Borrower which exceeded betraitted limits will be returded to Borrower. Lender already conductive the permitted limits will be returded to Borrower. Lender and charge charge the permitted limits will be returded to Borrower. duced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already to the amount necessary to reduce the charge to the permitted limits, and (b) any sums already to reduce the charge to the permitted limit. Ash charges, and that law is finally interpreted so that the interest or other loan charges collected in connection with the loan exceed the netmined limits, then: (a) any such loan charne shall he is any such loan exceed the netmined limits, then: (a) any such loan charne shall he

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan charges collected or to be instrument, and (c) agrees that Lender and any viner conforms agree to exterm, mounts not and any someonity instrument of the terms of this Security instrument of the Note without that Buttower's Instrument; and (c) agrees that Lender and any other Borrower may agree to extend only make any may agree to extend, modify, for our paraccommodations with redard to the terms of this Security instrument or the Note without that Borrower's security instrument or the Note with the N terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) adrees that Lender and any other Borrower may adree to extend, modify, fortest the several. This Security Instrument only to mortgage, grant and convey that Borrower's interest in the Converting terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; (c) is not personally obligated to pay the sums secured by this Security instrument; (d) is not personally obligated to pay the sums secured by this security instrument; (e) is not personally obligated to pay the sums secured by this security in the converting the converting that the converting the converting that the converting the converting that the SOVERELLA INSTRUMENT ONLY SOUTH OF PROPERTY OF THE SOUTHWERE IS COVERERING ONLY BOTTOWER WHO CO-SIGNATE SOUTHWERE THE SOUTHWERE THE PROPERTY INSTRUMENT ONLY BOTTOWER WHO CO-SIGNAL AND CORREST THAT SOUTHWERE THE PROPERTY IN BOSTOWER, BUDIEST 10 the provisions of paragraph 17. Borrower's coverants and agreements this security instrument but does not execute the Motor alignment but does not execute the Motor alignment of co-significations.

agreements of this Security Instrument shall bind and beneat the successors End a signs of Lender and Borrower, subject to the provisions of paragraph 1.7. Borrower's covenants and agreements shall be ioing rose or any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co. signers. The covenants among any this Security Instrument shall bind and benealt the successors ext. a signer of Landar and burst and the successors ext. Same of any right or remedy.

Same of any right or remedy. Security instrument by reason of any demand made by the original for rower or Borrower's successors in interest. Any forbestance by Lender in exercising any tight or remedy shall not be a waiver of or oreclassing the original special of the angiver of the precising and tight or remedy shall not be a waiver of the original to the shall be a waiver of the original to the original of the original or the original original or the original or Security instrument by reason of any demand made by the original or Borrower's successors in SUCCESSORS In interest of acutower attentions upwrate to commence in the unusual and interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise mouthy smortization of the sums secured by this Successors in interest. Lender shall not be required to commence brokens adainst any auccessor in interest. Lender shall not be required to commence brokens adainst any auccessor in exercise of any right or remedy

or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or extend or Eusthonie une due date or me meren partiente retented to mi perenent of such psyments.

11. Borrower Not Released; Forbestance Ey Lender Not a Walver. Extension of the time for psyment or modification of the sums secured by this Security instrument granted by Lender to any extend or postpone the due date of the monthly tayments reterred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not or example the due date of the marrialy rayments referred to in paragraphs 7 and 2 or chance the the date the ribuce is given, beinger of the Propert of to the sums secured by this Security Instrument, whether or not then aut. the date the notice is given, Lender's authorized to collect and apply the proceeds, at its option, either to restoration or repair of the propert of the propert of the sums secured by this Security Instrument, whather or not their

offers to make an aware or setting or damages, Borrower fails to respond to Lender within 30 days after the notice is diven. Lender is authorized to collect and apply the proceeds, at its option, either to Ine sums are then also the property is at and oned by Borrower, or it, after notice by Lender to Borrower that the condemors to make an award or secun a claim for damages. Borrower fails to respond to Lender within 30 days at

intribusing Delate the taking, united by the sums secured by this Security instrument whether or marker value of the taking, unless Bortower 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 taning, may 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 is less than the amount of the sums secured immediately between the taking is confess and Lender otherwise acree in writing or unless applicab taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in which the fair is less than the amount of the sums secured the taking of the property in which the taking of the property in which the fair is less than the amount of the sums secured by the enforme of the taking, divided by (b) the following traction: (a) the property immediately before the taking, divided by (b) the fall market value of the property immediately before the taking. Any loalance shall be baid to Borrower, in the event of a barial taking of the property in which the fi but the smount of the proceeds multiplied by the following fraction: (a) the property instruments before the immediately before the taking, divided by (b) the felt market value of the property immediately before the sums secured immediately before the sums secured. Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the sum of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured Of eater than the amount of the sums secured by this Security instrumentately before the taking, unless borrower and Lender otherwise agree in writing. The sums secured by this Security instrument instrument shall be reduced

becominy instrument, which the fall market value of the Property immediately before the taking is equal to or of the Property in which the fall market value of the Property immediately before the taking is equal to or presider than the amount of the sums secured by this Security instrument immediately before the taking, u Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or Connection with any condemntation or other taking on any part or the more for the selection with any condemntation, are hereby assigned and shall be paid to Lender.

Security Instrument, whether or not then due, with any excess paid to Bottower. In the event of a bartial taking of the selection of the selection

CONDECTION With any condemnation or other taking of any part of the Property, or for conveyance in ileu of condemnation, are hereby assigned and shall be paid to Lender. To. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in nection with any condemnation or other taking of any part of the Property, or for conveyance in lieu.

Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Heathant morgage insurance in enect, or to provide a ross reserve, until the requirement for morgage lessons in succordance with any written agreement between Borrower and Lender or applicable law. Lender or its agent make reasonable entiles upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifier of the Property. maintain mortgage insurance in effect, of to provide a loss reserve; until the requirement for mortgage insurance in effect, of to provide a loss reserve; until the requirement for mortgage in accordance with any written agreement between Borrower and Lender or explicitly advantaged in accordance with any written agreement perwent any and the requirement of any and the reserved in accordance with any written agreement perwent any and the requirement of any and the reserved in accordance with any written agreement perwent and requirement of any any accordance with any and accordance with any accordance and accordance with any accordance and accordance accordance and accordance and accordance accordance and accordance accordance accordance and accordance accordance accordance a approved by Lender again becomes available and is obtained; Borrower shall pay the premiums required to mortgace insurance in effect, or to provide a loss reserve, until the requirement for mortgace in contract or to provide a loss reserve, until the requirement for mortgace. mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer abstraced by Lender again becomes available and is obtained. Borrower shall bay the preinforms required to 48199186 48199186

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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 the Note and of this Security

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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 Brathwer.

16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays 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) reys all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' tees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations lecured 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 Servicar. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more those without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Lew. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quartities 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, Jemanci, lawsuit 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 remadiation of any Hizari)ous 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, our exflammable 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 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 fallure 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 sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert 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 option may require ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT FORM 3014 9/90 ISC/CMDTIL//0491/3014(9-90)-L PAGE 5 OF 6

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DOWNERS GROVE, ILLINOIS 60515 WIDWEST FUNDING CORPORATION MIDWEST FUNDING CORPORATION NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/21/2001 CHEISTINA GOEBEL **NOSORAHDIR STTER** This Instrument was prepared by: "OFFICIAL SEAL My Commission expires: Jat To You the Given under my hand and official seal, this free and voluntary act, for the uses and purposes therein sec forth. as ineminitani signed and Janv sted the sald appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose mame(s) subscribed to the forecoing instrument, hat JOHN M PLACKO and Sundish A Motary Public in and for sain county and state do hereby County se: STATE OF ILLINOIS, -- [Space Below This Line For Acknowledgment] -Borrower Borrower (15e2) (Seal) CYNTHIA Borrower K**CHADATA** PLACKO BOLLOWER **BOHN W PLACKO** :EesseunM Instrument and in any ridor(s) executed by Borrower and recorded with it. BY SIGNING BEI OW, Borrower accepts and agrees to the terms and covenants contained in this Security Cther(s) [specify] 19biA noolla8 □Second Home Rider Tebif Inemevorgml etsf [] Graduated Fayment Rider Planned Unit Development Rider Biweekly Payment Rider TabiR etsR (IdeteulbA) 19biR ylims7 P.-1 L1Condominium Rider rider(s) were a part of this Security Instrument. [Check applicable box(es)] info and shall amend and supplement the coverants and agreements of this Security instrument as if the together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.

Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

attorneys' tees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this

immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose 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,

LOAN NO. 09-24-99427