

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

AFTER RECORDING MAIL TO:

MIDWEST FUNDING CORP.
1020 31ST STREET
SUITE 300
DOWNS GROVE, IL
60515

348964

LOAN NO.09-24-99427



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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 24, 1998
JOHN M PLACKO AND CYNTHIA PLACKO, HIS WIFE
CYNTHIA A. (CAP)

The mortgagor is
("Borrower").

This Security Instrument is given to, MIDWEST FUNDING CORPORATION
AN ILLINOIS CORPORATION

which is organized and existing under the laws of ILLINOIS, and whose
address is 1020 31ST STREET, SUITE 300, DOWNS 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). 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 March 1, 2028
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 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 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
COOK County, Illinois:

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 THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST 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, ACCORDING TO THE PLAT
THEREOF RECORDED MAY 9, 1950 AS DOCUMENT 14750290, IN COOK COUNTY, ILLINOIS.

Tax I.D. #: 10-30-102-023
which has the address of 7922 N NEVA AVE
[Street]
Illinois 60447 60648 ("Property Address");
[Zip Code]

NILES [City]

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 seized 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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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 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 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, 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 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 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 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 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 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, 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

jurisdiction in which the Property is located. In the event that any provision of this Security Instrument shall be governed by federal law and the law of the State of California, the provisions of this Security Instrument shall be deemed to have been made in and under the law of the State of California.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the Borrower at the address set forth in this Security Instrument. Any notice shall be deemed to have been given to the Borrower if it is delivered to the address set forth in this Security Instrument.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum interest rates, the interest rate on the loan shall be the maximum rate permitted by such law. Any interest in excess of the maximum rate permitted by such law shall be deemed to have been paid to the Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and obligations of the Borrower under this Security Instrument shall bind and benefit the successors and assigns of the Borrower and shall be joint and several. Any Borrower who co-signs this Security Instrument shall be jointly and severally liable with the Borrower for the performance of the obligations of the Borrower under this Security Instrument.

11. Borrower Not Released; Forbearance by Lender. Extension of the time for payment of the sums secured by this Security Instrument shall not operate to release the liability of the original Borrower or Borrowers. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, shall be paid to Lender in full or for the amount of the fair market value of the Property, with any excess paid to Borrower. In the event of a partial taking, the proceeds shall be applied to the sums secured by this Security Instrument in the order of priority set forth in this Security Instrument.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property, at any time or from time to time, for the purpose of inspecting the Property and the condition of the same. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, shall be paid to Lender in full or for the amount of the fair market value of the Property, with any excess paid to Borrower. In the event of a partial taking, the proceeds shall be applied to the sums secured by this Security Instrument in the order of priority set forth in this Security Instrument.

8. Insurance. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

7. Restoration or Repair. Lender is authorized to collect and apply the proceeds, at its option, either to restore or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

6. Waiver. Extension of the time for payment of the sums secured by this Security Instrument shall not operate to release the liability of the original Borrower or Borrowers. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

5. Assignment. The covenants and obligations of the Borrower under this Security Instrument shall bind and benefit the successors and assigns of the Borrower and shall be joint and several. Any Borrower who co-signs this Security Instrument shall be jointly and severally liable with the Borrower for the performance of the obligations of the Borrower under this Security Instrument.

4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the Borrower at the address set forth in this Security Instrument. Any notice shall be deemed to have been given to the Borrower if it is delivered to the address set forth in this Security Instrument.

3. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum interest rates, the interest rate on the loan shall be the maximum rate permitted by such law. Any interest in excess of the maximum rate permitted by such law shall be deemed to have been paid to the Borrower.

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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 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 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of 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) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's 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 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 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 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, 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 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, or 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.

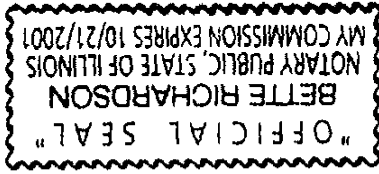
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 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 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

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FORM 3014 9/90

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



This instrument was prepared by:
CHRISTINA GOEBEL
MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 300
DOWNERS GROVE, ILLINOIS 60515

Notary Public
Bette Richardson

My Commission expires:

Given under my hand and official seal, this _____ day of _____ 1998, I, the undersigned, a Notary Public in and for said county and state do hereby certify that JOHN M PLACKO and CHRISTINA PLACKO, HIS WIFE, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS,
County of: Cook

[Space Below This Line For Acknowledgment]

-Borrower (Seal)

Christina Placko
CHRISTINA PLACKO
CYNTHIA A. VILHNA
-Borrower (Seal)

John M Placko
JOHN M PLACKO
-Borrower (Seal)

- Witnesses:
- BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
- Adjust the Rate Rider
 - Graduated Payment Rider
 - Balloon Rider
 - Other(s) [specify]
 - Condominium Rider
 - Planned Unit Development Rider
 - Rate Improvement Rider
 - 1-4 Family Rider
 - Biweekly Payment Rider
 - Second Home Rider

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Immediate payment in full of all sums secured by this Security Instrument without further demand and expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence.

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