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Cook County Recorder 31.00

COOK COUNTY
RECORDER

JESSE WHITE

Received by:
~~RECORDED AND INDEXED TO:~~
MIDWEST ONE MORTGAGE SERVICES, INC.

925 CURTISS STREET
DOWNERS GROVE, ILLINOIS 60515

581-28 624545

Prepared by:
ANGELA JONES

WEBSITE: www.momortgage.com
SCHILLER PARK, IL 60171

1507371793

E.C. 7/8/98
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 20, 1998**. The mortgagor is
CHARLES R. BRENNAN
AND MEGAN M. O'KELLY BRENNAN, HUSBAND AND WIFE

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

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **925 CURTISS STREET**
DOWNERS GROVE, ILLINOIS 60515

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

ONE HUNDRED EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ **108,000.00**).

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:
LOTS 7 & 8 IN BLOCK 7 IN SWIGERT'S SUBDIVISION OF LOT 5 AND THE WEST 33 FEET OF LOT 6 IN B.F. JERVIS' SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: **16 18 417 021**

16-18-417-021

Parcel ID #:

which has the address of **1113 S. East Ave , Oak Park**

Illinois 60304

**Street, City ,
Zip Code ("Property Address");**

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 8/96

VMP-6R(JL) 19808

Street, City ,

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DPS 1090

Form 301A 9/90

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defers enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the enforcement of the lien; or (d) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the payment of the obligation secured by the lien in a manner acceptable to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

which may be levied by the State or local government, prior to the acquisition of the property by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any sums received by Lender.

5. Security Instrument. This instrument is held by Lender at the time of acquisition of the property by Lender.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the property, Lender, prior to the acquisition or sale

of the property, shall apply any funds held by Lender at the time of acquisition of the property to the sum secured by

this Security Instrument.

6. Payment in Advance. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

thirty days after the date of notice to Lender to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

shall pay to Lender the amount necessary to make up the deficiency.

7. Annual Accountings. An annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower

an application for payment in full of all sums secured by this Security Instrument.

8. Interest on Advances. Unless Lender holds this loan, unless applicable law provides otherwise, unless an agreement is made or

used by Lender in connection with this loan, unless applicable law permits Lender to pay interest on advances in accordance with the Escrow items, unless Lender pays Borrower for holding and applying the Funds, annually analyzing the escrow account, or

escrow items, Lender may not charge Borrower for holding and applying the Funds, or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

(including Lender, if Lender is such an institution) or in any other institution who uses deposits insured by a federal agency, instrumentality, or entity

otherwise in accordance with applicable law.

9. Escrow Items. The Funds shall be held in an account otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

years as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds

referred mortgage loan, as required under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

furnished or otherwise in accordance with insurance premiums. These items are called "Escrow Items".

10. Provisions of Paragraph 8. In lieu of the payment of mortgage insurance premiums, if any; and (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

or ground rents on the property, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

any provision of the property, if any; (g) any sums payable by Borrower to Lender, in accordance with the property, if any;

and assessments which may attach priority over this Security Instrument as a lien on the property; (h) yearly leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

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

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due the

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

fixtures now or hereafter 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 easements, 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 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 & 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

Initials: [Signature] CFB

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or by first class mail unless Borrower provides otherwise in effect, from an alternate mortgage insurer approved by Lender. If

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the substituted coverage.

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

Borrower's interest in the Property under the terms of this Security Instrument or the Note without the Borrower's consent by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; (c) is co-signing this Security Instrument only to act as a guarantor and convey that

Instrument but does not execute the Note; (d) is co-signing this Security Instrument only to act as a guarantor and convey that

Instrument but does not execute the Note; (e) is co-signing this Security Instrument only to act as a guarantor and convey that

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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 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 attorneys' 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, 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:

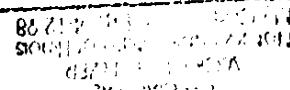
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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WMP -6R(L) (8808)



My Commission Expires:

Given under my hand and official seal, this 20th day of February, 1998
Signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
, personally known to me to be the same person(s) whose name(s)

CHARLES R. BRENNAN AND MEGAN M. O'KELLY BRENNAN, HUSBAND AND WIFE

, a Notary Public in and for said county and state do hereby certify
that
County Seal

STATE OF ILLINOIS, - COOK
(Signature)

-Borrower
(Seal)

MEGAN M. O'KELLY BRENNAN
(Signature)
(Seal)

CHARLES R. BRENNAN
(Signature)
(Seal)

Witnesses:
in any other(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
Security Instrument, the covenants and agreements of which rider(s) were a part of this Security Instrument.

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
this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, Borrower waives all right of homestead exemption in the Property.
23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property,
without charge to Borrower. Borrower shall pay any recordation costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21, including, but not limited to, reasonable attorney fees and costs of title evidence.
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
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums
non-existence of a default or any other default acceleration and sale of the property. If the default is not cured on
in full Borrower of the right to reinstate after acceleration by judicial proceeding further.
secured by this Security Instrument, foreclose by judicial proceeding and sale of the property. The notice shall further
(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, foreclose by judicial proceeding and sale of the property. The notice shall further
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

(Check applicable box(es))
 Adjustable Rate Rider
 Condominium Rider
 Family Rider
 Graduated Payment Rider
 Biweekly Payment Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) [Specify]
 VA Rider
 Balloon Rider
 Graduate Payment Rider
 Megan M. O'KELLY BRENNAN

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RIDER

This rider is made this 20TH day of FEBRUARY , 1998 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower(s)") to secure Borrower's Note to MIDWEST ONE MORTGAGE SERVICES, INC.

(the "Lender") of the same date and covering property described in the Security Instrument (the "Property") and located at:

1113 S. East Ave
Oak Park, ILLINOIS 60304

(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Non-Uniform Covenant 22 of the Security Instrument is amended in the following respect:

To the extent such practice is not prohibited by applicable state law, lender, on behalf of the third party service provider or, if the Security Instrument is a deed of trust, trustee may charge the borrower a release fee in an amount allowed by applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.



Borrower CHARLES R. BRENNAN



Borrower MEGAN M. O'KELLY BRENNAN

Borrower

Borrower