1999-03-25 10:16:24

ASSOCIATED FINANCIAL SERVICES, INC.

910 SKOKIE BOULEVARD-SUITE 114 <sup>†</sup>NORTHBROOK, ILLINOIS 60062

Prepared by:

ASSOCIATED FINANCIAL SERVICE, INC.

NORTHBROOK, IL BOOGR

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on MARCH 6, 1998 EDWARD A. MAJERCZAK

. The mortgagor is

AND JOYCE A. MAJERCZAK, HUSHAND AND WIFE

("Borrower"). This Security Instrument is given to ASSOCIATED FINANCIAL SERVICES,

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

, and whose

address is 910 SKOKIE BOULEVARD-SUITE 114

60062 NORTHBROOK, ILLINOIS

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

THREE HUNDRED SEVENTY FIVE THOUSAND AND 00/100

375,000.00 Do lars (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 APRIL 1, 2013

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the hote 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 colvey to Lender the following described property located in COOK County, Illinois:

TRACT 4 IN THE RESUBDIVISION OF LOT 17 IN SELDON WOODS TRACTS 102 TO 117 INCLUSIVE, BEING A RESUBDIVISION OF TRACT 101 IN SELDON WOODS,

SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

02-17-400-024

ATGF, INC

Parcel ID #:

1810 THOMAS ATKINSON , INVERNESS which has the address of

[Zip Code] ("Property Address");

ILLINOIS/Single Family-FNMA/FHLMC UNIFORM

60067

UNSTRUMENT Form 3014 9/90
Amended 8/96

VIAP MORTGAGE FORMS - (800)521-7291

**DPS 1089** 

{Street, City},

Page 1 of 6

Illinois

Form 3014 9/90

0601 SdQ

(17) H9- 0MA

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

Bottower, shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in If Borrower makes these psyments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. to 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 Instructor, and leaschold payments or ground rents, if any. Borrower shall pay

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Land 2 shall be applied: first, to any prepayment clurges due under the Mote; second, to amounts payartz under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument. of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a crowdent the sums secured by

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

twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow Reins when due, Lender may so notify Porrower in writing, and, in such case Borrower for the excess Plinds in accordance with the requirements of applicable law. It is a minum of the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debit to the Funds was made: The Funds are pledged as additional sec. 17.3 for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing credits 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, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. used by Lender in connection with this loan, utiless applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to say a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender pays Borto ver interest on the Funds and applicable law permits Lender to make such Escrow itents, Lender may not charge Borrower for holding and applying the Funds, unnually analyzing the escrow account, or (including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank: Lender shall apply the Funds to pay the

The Funds shall be held in an instrumentality or entire insured by a federal agency, instrumentality, or entity Escrow Items or 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 sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage load any equire for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of render may at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of par graph 8, in then of the payment of mortgage insurance premiums. These items are called "Escrow Items:" if any; (e) year ye nortgage treutance premiums, it any; and (f) any sums payable by Borrower to Lender, in accordance with or ground regist on the Property, if any; (a) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, sug essessments which may stiain priority over this Security instrument as a lien on the Property; (b) 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. Hunds 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.

T. Payment of Principal and Interest; Propayment and Late Charges, Borrower shall promptly 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

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

BORROWER COVENAUTS that Horrower is lawfully seised of the estate hereby conveyed and has the right to morigage, Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

This Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or house 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 of lerwise 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 or Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall bass 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 30 crower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the I roperty 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 air 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 has a wment 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 Borrow(r'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

Page 3 of 6

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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 given by first class mail to or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

prepayment charge under the Note.

43. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets may mum loan charges, and that law is finally interpreted so that the interpreted so the connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge in the permitted limits and (b) any sums already collected from Bortower which exceeded permitted limits will be refunded to Bortower the Note or by making a direct by meant to Bortower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any

IZ. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Bor over, subject to the provisions of paragraph IV. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mot occur, and convey that Instrument that does not execute the Mote (a) is co-signing this Security Instrument only to mot occur, and convey that Borrower in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument or the Note of extend, modify, forbest or secured by this Security Instrument or the Note without that Borrower's consent make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

exercise of any right or remedy.

Of amortzation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be required to operate to release the liability of the original Borrower or Borrow. I's siccessors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend this for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's or the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbeatance by Lender in exercising any right or remedy shall not be a waiver of or preclude the successors in interest. Any forbeatance by Lender in exercising any right or remedy shall not be a waiver of or preclude the

postpone the date of the monthly payments referred to in page 2 or change the amount of such payments.

Uniess Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not the a due.

If the Property is abandoned by Borrower, it if, after notice by Lender to Borrower that the condennor offers to make an award or settle a chain for damages, Borrower fail to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the Property or to the sums.

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Institution, 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 inmediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument in reclasted by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by instrument, and be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the market value of the Property immediately before the taking unless Borrower and Lender of the rating of unless applicable law otherwise provides, the proceeds shall taking, unless Borrower and Lender of the writing of unless applicable law otherwise provides, the proceeds shall

shall be paid to Lender.
In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

L4 Burrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

20 Condemnation of condemnation of other proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance coverage is not available, Borrower abid pay to Lender each month a sum equal to one-iwelfth of the yearly mortgage insurance coverage is not available, Borrower when the insurance coverage lapsed or ceased to one-iwelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments as loss reserve in lieu of mortgage insurance. Loss reserve in the premiums in the amount and for the period of the premiums required to make premiums required to making in insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to making in effect, or to provide a loss reserve, until the requirement for mortgage insurance coverage.

\*\*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 transtatement) 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 die inder 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 attority's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's fights 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 11 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 of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Locrower. 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, lawsui, e. other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance c. 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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applicable law provides otherwise). The notice shall specify: (a) the default (b) the action required to cure the default, (d) that failure to cure the default can 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 secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further secured by the right to releaste to relating the right to assert in the foreclosure proceeding the

#### RIDER - LEGAL DESCRIPTION

TRACT 4 IN THE RESUBDIVISION OF LOT 17 IN SELDON WOODS TRACTS 102 TO 117 INCLUSIVE, BEING A RESUBDIVISION OF TRACT 101 IN SELDON WOODS, TRACTS 75 TO 101 INCLUSIVE, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, AND THE SOUTH 100 ACRES (EXCEPT THE VEST 22 1/2 ACRES THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 17, 10 NSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL COUNTY CONTRACTOR OFFICE MERIDIAN, IN COCK COUNTY, ILLINOIS.

02-17-400-024

Property of Cook County Clerk's Office