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FIRSTPLUS FINANCIAL, INC.
1600 VICEROY, STE. 500
DALLAS, TX 75235-2306

8963/0001 14 001 Page 1 of 7
1998-04-20 07:42:57
Cook County Recorder 33.50

Prepared by **JILL SORGENSEN**
INDEPENDENT REALTY CAPITAL CORP.

MORTGAGE

RETURN TO:
American Title STAR Division
11501 Dublin Rd., Suite 100
Dublin, CA 94568

THIS MORTGAGE ("Security Instrument") is given on
DAVID M. WALKER

MARCH 11, 1998

The mortgagor is

("Borrower"). This Security Instrument is given to
AMERICAN TITLE INSURANCE COMPANY, A ILLINOIS CORPORATION
INDEPENDENT REALTY CAPITAL CORP. DBA INDEPENDENT MORTGAGE COMPANY
which is organized and existing under the laws of **THE STATE OF CALIFORNIA**, and whose
address is **132 S. ANITA DR. - #200, ORANGE, CA 92668**

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

TWENTY THOUSAND

Dollars (U.S. \$ **20,000.00**)

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 14, 2013**.

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:

SEE ATTACHED EXHIBIT "A"

Parcel ID #: **27-26-203-048-1007**

which has the address of **16813 81ST AVENUE - UNIT 1S, TINLEY PARK**

[Street, City]

Illinois

60477

[Zip Code] ("Property Address")

ILLINOIS Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 8/90

2008(IL) 0000



Printed on Recycled Paper

Page 1 of 6

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Page 2 of 7

Form 3014 8/90

Page 2 of 9

This Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach prior to or before payment of the Note or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to any other deed of trust or other instrument of the Property, is unenforceable, except for encumbrances of record. Borrower waives the right to the payment of the Note in a manner acceptable to Lender, except to the extent expressly provided in the Note.

Borrower shall promptly disgorge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the Note in a manner acceptable to Lender, (b) consents in good faith the lien by, or defers agreement of the lien in, legal proceedings which to the Lender's opinion operate to prevent the Lender from recovering his interest in the Property, or (c) consents in good faith the lien to this Security Instrument.

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

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 due manner, Borrower shall pay them on time directly which may then provide over this Security Instrument, and immediately pay amounts of ground rents, if any. Borrower shall pay

4. **Chattels:** Lien. Borrower shall pay all taxes, assessments, charges, dues and impositions attributable to the Property

which, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

5. **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 this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under paragraph 2, Lender shall agree to 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 or sale as a credit toward the sum secured by

waste monthly payments, at Lender's sole discretion.

If the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender in any application to pay the Lien within 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. Borrower shall make up the deficiency in no more than

one month after the date of application to the Lien.

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

depth to the funds was made. The funds are pledged as additional security for all sums secured by this Security Instrument.

Lender may estimate the amount accounting of the funds, showing credits and debits to the funds and the purpose for which each without charge, an annual statement of the funds, however, shall be paid on the funds and the purpose for which each

Borrower and Lender may agree in writing, however, that there shall give to Lender, Lender shall not be liable to pay Borrower any interest or earnings on the funds, unless Lender shall not be required to pay Borrower any interest or earnings on the funds, unless Lender is in connection with this loan, unless applicable law provides otherwise, unless an agreement is made or

agreement, however, Lender may require Borrower to pay the same charge for an independent real estate tax reporting service a charge. However, unless Lender is in connection with this loan, unless applicable law permits Lender to make such

any change the Lien, unless Lender may require Borrower to hold back and applying the funds, immediately applying the escrow account, or

escrow funds, Lender may not charge Borrower for holding back and applying the funds, immediately applying the escrow account, or

including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the funds to pay the

principal of and interest on the debt evidenced by the Note and any prepayments due under the Note.

The funds shall be held in an escrow whose deposits are insured by a federal agency, instrumentalities, or entity

escrow funds 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 Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, less a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the funds

1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law shall applies to the funds held mortgagor loan made require for Borrower's escrow account 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

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain 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. **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 prepayments due under the Note.

1. **Payment of Premium and Interest:** Premium 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.

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

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 repackagings and additions shall also be covered by this Security

th's Security Instrument, Lender may give Borrower a notice identifying the hen. Borrower shall satisfy the hen 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 and Protection of the Property; Borrower's Loan Application; Leasholds. 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 hen 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 hen 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 hen 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]*

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Page 4 of 6

Form 3014 8/90

of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender at his first class mail unless otherwise specified in another method. The notice shall be directed to the Property Address or by any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender, if Notes, Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing preparation of charge under the Note.

Borrower, If a related redress participant, the redaction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by marking a direct to the permitted time; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Lender. Lender may choose to make this refund by reducing the principal owed under the Note or by marking a direct to the permitted time; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceed the permitted limits, then (d) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limits.

13. **Loan Changes.** If the loan secured by this Security Instrument is subject to a law which creates maximum loan charges,

make any accommodations with the terms of this Security Instrument or the Note without the Lender's consent.

sacred by this Security Instrument and to agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Borrower's interest in the Property under the terms of this Security Instrument; (d) is not permitted to pay the sum's

Instrument but does not exceed the Note; (e) is to assign this Security Instrument only to its spouse, parent and convey the

agreement (f) Borrower's covenants and agreements shall be valid and severable. Any Borrower who consigns this Security

Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

Section 454 of this instrument shall not extend and severability (a-Subparts). The covenants and agreements of this

instrument of any party or remedy.

14. **Borrower Not Released From Payments By Lender For A Violation, Extension Of The Time For Payment Or Non-delivery.** pospone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or sacured by this Security Instrument, whether or not the due date

Lender is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the sum's

award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the due date is given,

If the property is abandoned by Borrower or if, after notice to Borrower that the condemner offers to make an application to the sum's secured by this Security Instrument whether or not the sum's are then due.

unless Borrower and Lender do not agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the taking is less than the sum's secured immediately before the

before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair

amount of the sum's secured immediately before the taking, divided by the fair market value of the property immediately

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum's secured by

market value of the property immediately before the taking is equal to or greater than the amount of the sum's secured by this

whether or not this due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sum's secured by this Security Instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

15. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice in the time of or prior to an insurable special damage cause for the inspection.

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

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

the premiums required to obtain insurance in effect, or to provide a loss reserve, until the requirement for insurance

day Lender requires provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

any means may no longer be required, in the option of Lender, if insurance coverage in the amount and for the period

be in effect. Lender will accept, and retain those payments as a loss reserve in lieu of insurance coverage. Loss reserve

one-twelfth of the yearly insurance coverage paid by Borrower when the insurance coverage based on caused to

absolutely unavoidable insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If

optional coverage supplemental to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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 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, 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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Page 4 of 4 Page 7

Page 6 of 6 Form 3014 8/90

(ROCCO ESPOSITO)

My Commission Expires: NOVEMBER 1998
ROCCO ESPOSITO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Exp. 06/24/2000

Given under my hand and official seal, this 11th day of March, 1998.
Signed and delivered the said instrument as HIS
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
, personally known to me to be the same Person(s) whose name(s)

DAVID M. WALKER

1. ROCCO ESPOSITO

STATE OF ILLINOIS, BOOK

a Notary Public in and for said county and state do hereby certify
(County of)
(Seal)

Borrower
(Seal)

Borrower
(Seal)

DAVID M. WALKER
(Signature)
(Seal)

Witnesses:
in any riders) 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

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 boxes.)
- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Contingent Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> balloon Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Fixed Rate Rider |
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) [specify] |

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

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 recording costs.

21. In addition, but not limited to, reasonable attorney fees and costs of title defense.

Proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph before the date specified in the notice, Lender, at its option, may require immediate payment in full of all amounts accrued by this Security Instrument without further demand and may foreclose this Security Instrument by judicial non-exercise of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice to relinkate after acceleration and the right to assert in the foreclosure procedure provided by this Security Instrument, Borrower may remain in the property until payment in full of all amounts accrued by this Security Instrument, foreclosed by judicial proceeding and sale of the property. The notice shall further specify in cure the default on or before the date specified in the notice may result in acceleration of the amount (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the amount (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 action required to cure the default;

EXHIBIT "A"

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS A. T. R. IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

COUNTY OF COOK, STATE OF ILLINOIS:

UNIT NUMBER 1-S AND PI-S IN LOT 80 IN CHERRY CREEK SOUTH CONDOMINIUM III, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; CERTAIN LOTS IN CHERRY CREEK SOUTH PHASE III, BEING A SUBDIVISION OF PART OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85179907 AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

INDEX # 27-26-203-048-1007