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Cook County Recomper

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RETURN TO Wheatland Title 39 Mill Street Montgomery, IL 60538 HC1860-0335 1061

Prepared by: NEW CENTURY MORTGAGE CORPORATION

18400 YON KARMAN, SUITE 1000

IRVINE, CA 92612

Loan Aumber:

0000115292

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 13, 1998 JAMES A. CAPOSIENO AND LURPAINE CAPOSIENO, AS JOINT TENANTS

. The mortgagor is

("Borrower"). This Security Instrument is given to

NEW CENTURY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION which is organized and existing under the laws of CALIFORNIA 18400 VON KARMAN, SUITE 1000

and whose

address is

IRVINE, CA 92612

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

One Hundred Eleven Thousand, Five Hundred and No/100

Deliras (U.S. S

111,500.00

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 May 4 2028 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 1 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 County, Illinois: COOK

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

A.P.N.: 13-20-427-018-0000

which has the address of Illinois 60634

5850 HELROSE STREET . CHICAGO [Zip Code] ("Property Address"); [Street, City],

ILLINOIS -Single Family - FNMA/FHLMC UNIFORM **INSTRUMENT Form 3014 9/90** Amended 12/93

6H(IL) (9502).01

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YUP WORTGAGE FORUS - (800)521-7291





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0616 proc m107

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

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

which may attain priority over this Security Instrument, and leasehold payments or ground rents, it any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender teceipts evidencing the payments. Borrower analysis and a lease payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 auributable to the Property

Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lorder under paragraphs I and 2 shall be applied: first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; I and 2 shall be applied: first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument, Lender shall property, lender, prior of the Borrower any Funds held by Lender, prior of the sequisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition of sale as a credit against the sums secured by this

monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for not sufficient 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. Borrower shall make up the deficiency in no more than twelve

the Escrow Items, unless Lender pays Borrower inter at an the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law orr vides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pry Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and debit to the Funds are pledged as additional security for all sums secured by the Security instrument.

The Funds shall be held in an institution we are deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items, unless Lender may not charge Borrower for holding, a d applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower intenst into Funds and applicable law permits Lender to make such a charge.

otherwise in accordance with applicable in a service of service in a s

2. Funder on the day monthly payments are due under the Note is paid in full, a sum ("Funda") for (a) yearly taxes and heavened which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payment or ground rente on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or moregage insurance premiums. These items are called "Escrow Items." Lender may, at any time, of the payment of mortgage insurance premiums. These items are called "Escrow Items." amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds at any time, collect and hold Funds in an amount to exceed the lesser amount. Uso, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may is any time, collect and hold Funds and reasonable estimates of cuttent Lender may in account and the lesser and reasonable estimates of cutters of future Escrow liems or between the amount of Funds and cuttent data and reasonable estimates of cutters of future feetow liems or between the contract law in a supplication of future feetow liems and reasonable estimates of cutters of future feetow liems of the lesser and the lesser and

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note:

2. Further for Trees and Interest of Surfice to smilestic lay or to a written in I sould be to the Note of the American was the Note of the N

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

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

THIS SECURITY INSTRUMENT combines uniform covenants, subject to any encumbrances of record, with limited

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

BORROWER COVEVANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property is uncontained, except for encumbrances of record. Borrower warrants and

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

5. Hazard or Property Insurance. Parrower shall keep the improvements new existing or hereafter elected 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 relewer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the issurance proceeds. Lender may use the proceeds to repair or restore the Property or 10 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 Borrov & 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 i 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:) I ender 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 Prop(a) 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 in ining, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's runual. 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 Enfeiture action or proceeding, whether civil or criminal, is begun that in Lender's glod faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument of Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of 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 Berrower, during the ioan 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 In remment 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 preceding 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 Leader may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's artists 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

Form 3014 9/90

with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be been another provisions of this General or the Note which can be been all the forming mentions and the new view of this fermion and the security of the Mode which can be been the transfer or the fermion of the ferm COVERNING Law; Severability. This Security Instrument shall be Boverned by federal line and the law of the formation of characters and the law of the state of the second of the second

5 5200d herein or any other address Lender designates by notice to Borrower. Any notice provided for in this secure as a convenient in this man in common at the month of the secure of an angle of the secure of the secure of an angle of the secure of the nent shall be deemed to have been given to Bomower or Lender when given as provided in this panagraph. ther address Borrower designales by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's remain on an incidence I andre decimates by notice to main an animal and services of the sixth of the si rst class mail sinfess applicable law requires use of another method. The notice shall be directed to the Propenty Address or any address of another address or a range to 1 ender that the cities have mail to leaders of the foreign and a feature of the foreign and the first roles from the final points of the foreign to 1 enders of is guilism vd to is guiravilab yd navig od llede insminently vivings sith ni tot bobivorg pawoned of some some time some restriction of the some some time some restriction of the some some restriction of the source of the sour

trower. If a relund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge ider may choose to make this refund by reducing the principal owed under the Note or by making a direct payment in a refund retines a direct payment to a refund retines a direct payment to a refund retines a direct payment to a payment of a refund retinest and resident and resident and resident and resident and resident payment to a payment to a payment to a payment and a resident and residen mided limit and (b) any sums already collected from Borrower which exceeded permitted limits will be relunded to Borrower.

The many above to make the minimum the minimum that minimum is the minimum of the permitted limits will be relunded to Borrower. coed the permitted limits, then; (3) any such loan charge shall be reduced by the amount necessary to reduce the charge to the animal limits and the any arms already from Remover which expended termined limits will be reduced to the charge to the charge to the that law is finally interpreted so that the interest or other loan changes collected or to be collected in connection with the loan and the house and the second in connection which the loan and the house and the second in connection and the second and the second in connection and the second If the loan secured by this Security Insuranent is subject to a law which sets maximan coan charges

secured by this Security Instrument and (c) agrees that Lender and any other Bomower may agree to extract modify, forbear or Botover s' interest in the Proposty under the least some state of the the second and second and the second and second and second and second as second a the second of the least some summer of the least shall be been summer of the second of Security Instrument shall bind and benefit the successors and assigns of Lender and portoners, subject to the provisions of the measurement of the provisions of the provision 22. Successors and Assigns Bound; hoint and Several Linbility; Co-signer; The Covenants and agreement wiew with the surface and another the service and another the service and another than the service and an interest the servi

in interest. Any forbeatance by Lender in exercising any right or remedy 30.41 for he a waiver of or preclude the exercise of any the sums excurred by this seemen any successor in interest or reason in the sum wife of the original Bottoners of natural or interest of Bottoners of natural successors of any definite or the original Bottoners of natural successors of natural or constitute the available of the original successors of natural or constitute the available of an original successors of natural original successors or origi commence proceedings against any successor in inferest of refuse to excount at mountain assure contract the third for payment of modify another we have comed by this committee from the motion of any data to the payment of payment of modify another we have a normal formation of any data to the payment of modify another we have the modify another as a normal successor. of operations are removed from the continued of the original Bostower of the continued of t of amortivation of the sums secured by this Security from the finances of amortivation of the sums so research of the summer of the finances o right or remedy. LL Borrower Not Released; Forbearance By Let d.r. Not a Waiver. Extension of the time for payment or modification of the time common the thire Grantivale distinction of the time for payment of modification that the common of the time for payment of modification that the common of the time for payment of modification that the common of the time for payment of modification that the common of the time for the formation of the time for the formation of the first that the formation of the first than the first that the first than the first than the first than the first that the first than t

the due date of the monthly payments referred to in parameter of change the amount of such payments. I and 2 or change the amount of such payments. I are a trainers and a contract of the first for recurrent of the time for recurrent. Unless Lender and Borrower otherwise up en in whiting, any application of proceeds to principal shall not extend or postpone

tract or seeme a vanue to collect and apply the precede, at its option, either to resonance return or any amount and apply the precede, at its option, either to resonation or repair of the Property or to the sums secured by the property or to the sums secured award or selle a claim for decides, Bostower fails to respond to Lender within 30 days after the date the notice is given. Lender within an anniversal and anniversal anniversal and anniversal and anniversal anniversal anniversal anniversal and anniversal anni If the Property is acre, and by Borrower, or if, after notice by Lender to Borrower that the condemnor office to make an arrange and are after the above tenter is after to borrower the above at the source of a fine to be an arrange and a second to the source of the so by this Security Instrument, whether or not then due.

Sommer and Lenger Cherwise agree in witing or unless applicable law otherwise services and tender of the spinor of the service of the spinor of the spinor of the service of the spinor of the service of the service of the spinor of the service of the Property immediately defore the fixing is less than the amount of the sum transming the sum transming of the summer or transming the sum of the ENGING. Any balance shall be paid to Bottower, in the event of the spirit in the event of a paid of the property in which the fair market value of the property in which the fair market value of the property in the paid of the property in the paid of the property of the property of the paid of the property of the paid of the property the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the nation of the points of the property in the points of the po Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fizetion: (a) the lottle of the amount of the following fizetion: (b) the lottle of the following fizetion: (c) the lottle of the office of the first of the following fizetion: (d) the lottle of the office of the first of the following fizetion: (e) the lottle of the office of the off Instrument inmediately before the taking, unless a squar as because man are accounted to an account to announce of the state of the same and the same service and Lender otherwise agree in writing, the state of the following th value of the Property interesting to the state of the sta whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fairmarket which are not the property in which the fairmarket are not the property in which the fairmarket.

In the event of a wial inking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, when are are not then then the mith any event of a normal adving of the Security Instrument. condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and and

10. Condemnation. The proceeds of any abaid or claim for damages, direct or consecution, in connection with any tommers or relation of the proceeds of the property or for consecution in tion of conference or the process of the property of the property or the process of the pr 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable course for the inspection. shall be paid to Lender.

premiums required to maintain morgage ingurance in effect, or to provide a loss reserve, until the requirement for mornance and in around the mornance and in another mental and remained to more and in another or another or another in another mental information and mornance and industrial and indus insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. that Lender requires) provided by an insurer approved by Lender again to common and the contract of the contra payments than one of the option of the same submandian of the policy of the policy of the same of the policy of th

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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 conseat, 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) e.u.; 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 core must or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable automeys' 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 mile of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with payments 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, or 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 dura dous 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 texic or lazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or texic periodeum products, texic 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 immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Form 3014 9/90

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

	NOTARY PUBLIC STATE OF ILLINOIS LINDA I WEBSTER
Notes Public O CON CON	My Commission Expires:
before me this day in person, and acknowledged the free and voluntary act, for the uses and purpose; therein set forth.	subscribed to the foregoing instrument, appeared signed and delivered the said instrument as C+L. Given under my hand and official seal, this
ind lendered les sois le la moband und letter person(s) whose name(s)	Jenne A. Caposiero a
a Notary Public in and tor soil county and state do hereby certify that	1. hulle J. Webster
Topoco County so:	STATE OF ILLINOIS,
13monoff-	
(lm2)	
	/
(les2)	JANES A. CAPOSTENO
LOSA) LORANE CAPOSIENO Geodinaset	any rider(s) executed by Borrower and recorded
and agrees to the terms and covergents contained in this Security Instrument and in	BY SIGNING BELOW, Becower accepts a
	O _{/Sc}
Condominium Rider Condominium Rider 1-4 Family Rider Rimeckly Payment Rider Recond Home Rider Other(s) [specify]	Adjustable Rate Rider Adjustable Rate Rider Adjustable Rate Rider Balboon Rider WA R.67.
t one or more riders are executed by Borrower and recorded together with this sach such rider shall be incorporated into and shall amend and supplement strument as if the rider(s) were a part of this Security Instrument.	Security Instrument, the covenants and agreeme

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DOOD TERM LOT SIXTEEN (16) IN SCHNEIDER'S SUBDIVISION OF LOT SEVEN NER'S PARTITION OF LOTS 6, 7, 8, 9 AND. 10 OF VOSS PARTITION 80 ACRES WEST AND ADJOINING THE EAST 40 ACRES OF THE SOUTHEAST QUARTER (1/4) OF SECTION 20, TOWNSHIP 40 MORTH, RANGE 13, East OF THIRD PRINCIPAL MERIDIAN, SITUATED D. COOK COUNTY, ILLINOIS. Clart's Office

্বের্লা, এক বিবাহন স্থানী স্থানী কর্মান্ত্রী কর্মান্

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Property of County Clerk's Office