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MORTGAGE

307817-271

THIS MORTGAGE ("Security Instrument") is given on NOV EMBER 25 19 85 Themo (g) gor is FELIX PETROV AND MILA PETROV, HUSBAND AND WIFE

("Borrower"). This Sec., rity Instrument is given to ARL INGTON HEIGHTS FEDERAL

SAVINGS AND LOAN ASSOCIATION

THE UNITED STATES OF AMERICA and whose address is which is organized and existing under the laws of

25 EAST CAMPBELL STREET
ARLINGTON HEIGHTS, ILLINOIS
Borrower owes Lender the principal sum of 60005

("Lender").

FORTY TWO THOUSAND AND NO/100---

Dollars (U.S. \$ 42,000.00). 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 DECEMBER 1, 2015

This Security Instrument secures to Lender: (a) the repayment of the deut of the note, with interest, and all renewals, extensions and modifications; (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 Borrov er'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:

77.59 5 THE WEST 25.84 FEET OF THE EAST 77.59 FEET OF LOT 22 AND THE NORTH 8 FEET OF THE SOUTH 16 FEET OF THE EAST 1.8 FEET OF THE WEST 26 FEET OF LOT 22 IN MORRIS SUSON'S GOLF PARK TERFACE UNIT NUMBER 2; BEING A SUB-DIVISION OF PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAN OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 10, 1960 AS DOCUMENT 1936431, IN COOK COUNTY, ILLINOIS. 750 OFFICE

09-15-206-104-0000

which has the address of

9530 PARK LANE

DES PLAINES

Illinois

60016 [Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Form 3014 12/83

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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 cause for the inspection.

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

assigned and 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, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is suth orized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower Pot Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify and digation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the expresse of any right or remedy.

11. 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 Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a greements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) i. co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the tarms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with tegard to the terms of this Security Instrument or the Note without

that Borrower's consent.

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

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the step, specified in the second paragraph of

paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument and be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 Len ler v hen given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal lew and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security in trument 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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ADDENDA TO MORTGAGE LOAN ASSUMABILITY RIDER

This Loan Assumability Rider is made this 25TH day of NOVEMBER 19 85, and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Mortgagor's Note to

ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION or its assigns (herein "Mortgagee") and covering the Property described in the Mortgage and located at

9530 PARK LANE, DES PLAINES, ILLINOIS 60016

In the event that Mortgagee's Note has been assigned to The First National Bank of Chicago, as Trustee pursuant to that certain Trust Indenture dated as of June 1, 1985, with the County of Cook, Illinois, then upon sale, rental or other disposition or transfer of title or possession, whether voluntary, involuntary or by operation of law, of all or any part of the Property, or upon any assumption of the Mortgage by, a person ineligible to receive a mortgage loan under or at a price in excess of that permitted under the County of Cook, Illinois 1985 Single Family Mortgage Furchase Program, Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable and exercise any of the remedies provided under the Mortgage, except to the extend that such acceleration and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law. The provisions hereof shall prevail notwithstanding any contrary provisions in any note or other instrument which evidences the obligations hereby secured. Mortgagor shall notify Mortgagee promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Mortgagor shall pay to Mortgagee all damages Mortgagee sustains by reason of the breach of the covenant of notice set forth herein.

Mortgagor

PELIX PETROV

Mortgagor

MILA PETROV/HIS WIFE

09-15-206-104-0000

RECORD AND RETURN TO: ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION 25 EAST CAMPBELL STREET ARLINGTON HEIGHTS, ILLINOIS 60005

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LOAN FRAUD RIDER

This Loan Fraud Rider is made this 25TH day of NOVEMBER 1985 and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Mortgagor's Note to ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION or its assigns (herein "Mortgagee") and covering the Property described in the Mortgage and located at

9530 PARK LANE, DES PLAINES, ILLINOIS 60016

Upon discovery of fraud or misrepresentation by the Mortgagor or by the grantor of the Property to the Mortgagor (herein "Grantor") or any defect or inaccuracy which in the judgment of the Administrator of the County of Cook, Illinois, 1985 Single Family Mortgage Purchase Program (hereafter, the "Program") through which the related Mortgage Loan is being financed is material, with respect to any information provided by the Mortgagor in the mortgage application or Mortgagor's Affidavit executed in connection with Mortgagor's Note or with respect to any information provided by the Grantor in the Seller's Affidavit executed in connection with the Program, Mortgagee may, at Mortgagee's sole discretion, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable. The provisions hereof shall prevail notwithstanding any contrary provisions in any note or other in-Mortgagor shall strument which evidences the obligations hereby secured. notify Mortgagee promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Mortgagor shall pay to Mortgagee all damages Mortgagee sustains by reason of the breach of the covenant of notice set forth herein.

09-15-206-104-0000

Mortgage

FELIX PETROV

RECORD AND RETURN TO:
ARLINGTON HEIGHTS FEDERAL
SAVINGS AND LOAN ASSOCIATION
25 EAST CAMPBELL STREET
ARLINGTON HEIGHTS, ILLINOIS 60005

MILA PETROV/HIS WIFE

ATTN: GARY BRANSTROM

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