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Kieck Dr
H.A.

(2)
P.M.

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FWMC #303221

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on THE 21ST DAY OF APRIL 1987. The mortgagor is SEAN P. MC GOWEN, A BACHELOR ("Borrower"). This Security Instrument is given to FIRST WESTERN MORTGAGE CORPORATION OF ILLINOIS, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 540 North Court, Palatine, Illinois 60067 ("Lender"). Borrower owes Lender the principal sum of NINETY-EIGHT THOUSAND, FOUR HUNDRED AND NO/100THS-- Dollars (U.S. \$98,400.00). 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 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by 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 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.

LOT 5 AND LOT 6 IN BLOCK 3, IN MONSON & COMPANY'S THIRD PALOS PARK SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PERMANENT TAX I.D. #23-27-409-004

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which has the address of 12419 FOREST GLEN, PALOS PARK, (City),
Illinois 60464. ("Property Address"); (Zip Code)

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 seized 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.

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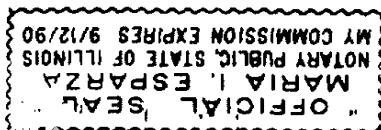
This instrument was prepared by NOTARY PUBLIC
Notary Public
(Seal)

My Commission expires: 9/12/90

(person(s) acknowledging)

Sean P. McGuire 4. LaChelle (date)

4/21/87



COUNTY OF Cook STATE OF Illinois SS:

ILLINOIS

4/21/87

STATE OF Illinois

COUNTY OF Cook

ILLINOIS

SS:

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11. **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.

12. **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.

13. **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 authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum 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.

14. **Borrower Not 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 amortization 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 exercise of any right or remedy.

15. **Successors and Assigns (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 agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

16. **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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which 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.

17. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of 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 steps specified in the second paragraph of paragraph 17.

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

19. **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.

20. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

21. **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.

22. **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 ten 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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7. Protection of Lenders' Rights in the Property Transaction. If otherwise finds or performs the services which are to be rendered under this Agreement in accordance with the terms hereof, the Lender does not have to do so.

6. **Freeze/Unfreeze and *Reclaim* mode of *Properties*: *Reclaimer* shall not destroy, damage or substandardly change the *Properties*, allow the *Properties* to deteriorate or deteriorate of common cause. If this *Reclaimer* acquires fee title to the *Properties*, the *Reclaimer* shall comply with the provisions of the lease, and if the *Reclaimer* acquires fee title to the *Properties*, the *Reclaimer* shall do the same as the *Landlord* did prior to the acquisition of the lease, and if the *Reclaimer* acquires fee title to the *Properties*, the *Reclaimer* shall do the same as the *Landlord* did prior to the acquisition of the lease.**

of the Property damaged, if the restoration of repair is economically feasible and Lender's security is not lessened if the restoration of repair is not economically feasible or Lender's security would be lessened if the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not lessened, if the insurance proceeds paid to Borrower for the damage is less than Lender's claim for the damage, Lender may sue the Insurer to recover the difference between the amount of the claim and the amount of the insurance proceeds paid to Borrower.

All insurance policies and renewals shall be acceptable to Landor, and that standard moratorium clause, Landor shall have the right to hold the policies and renewals if Landor deems it necessary, or Borrower shall promptly give to Landor all receipts of paid premiums and renewal notices. In the event of loss, however, Borrower shall give prompt notice to the insurance carrier and Landor may make proof of loss if not made promptly by Borrower.

5. Blanketed Insurance. Borrower shall keep the insurance monies now existing or hereafter effected on the Property against loss by fire, hazards included within the term "catastrophic coverage", and any other hazards 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation; (b) consents in good faith to a waiver of the lien in a manner acceptable to Lender; (c) consents in good faith to a deferral arrangement acceptable to Lender; or (d) consents in good faith to the payment of the obligation by the holder of the lien under the terms of the agreement.

4. Changes: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue over this Security instrument, and leasehold payments of Ground rents, if any. Borrower shall pay these obligations in paragraph 2, or if not paid in this manner, Borrower shall pay them on time and directly to the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay all debts, assessments, charges, fines and impositions attributable to the property evidencing the payments.

application as a card, against the sum secured by this security instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender.

If the due dates of all of the escrow items shall be exceeded, together with the future monthly payments of funds payable prior to this security instrument.

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires, interest on the Funds shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by

The Funds shall be held in trust in the institution in which are measured or guaranteed by a federal or state agency (including Lender if Lender is such an entity). Lender shall apply the Funds to pay the escrow items stated above (including the deposits or accountants of future escrow items).

To lenders on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly management insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the

1. **Permit of Premises and Interests; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any charges due thereunder.