

PREPARED BY:
BARBARA KONOPKA
SCHAUMBURG, IL 60173

UNOFFICIAL COPY

RECORD AND RETURN TO:
MORTGAGE CAPITAL CORPORATION
1000 E. WOODFIELD ROAD-SUITE 240
SCHAUMBURG, ILLINOIS 60173

3951661

NOTE IDENTIFIED

(Space Above This Line For Recording Data)

9800486687

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 22**, 1991
The mortgagor is **ELIZABETH KINNEY, DIVORCED NOT SINCE REMARRIED**

("Borrower"). This Security Instrument is given to **MORTGAGE CAPITAL CORPORATION**, which is organized and existing under the laws of **THE STATE OF MINNESOTA**, and whose address is **111 EAST KELLOGG BOULEVARD ST. PAUL, MINNESOTA 55101** ("Lender").

Borrower owes Lender the principal sum of **ONE HUNDRED FIFTY THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. \$ 150,800.00)**. 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 **APRIL 1, 2021**. 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 39 IN RIDGE VIEW, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN BOOK 161 OF PLATS, PAGE 43 IN COOK COUNTY, ILLINOIS.

11-30-119-013

which has the address of **1024 BRUMMEL STREET** **EVANSTON**
(Street) (City)
Illinois **60202** ("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 on 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials SK
MB-264 Rev. 10/88 14864

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Amended 5/87

OPS 420

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Borrower(s) Initial:

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE. 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, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

8. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower shall not destroy, damage or substantially change the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

9. 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 1B 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.

10. 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 LESSEMED. IF THE RESTORATION OR REPAIR IS NOT ECONOMICALLY FEASIBLE OR LENDER'S SECURITY WOULD BE LESSEMED, THE INSURANCE PROCEEDS SHALL BE APPLIED TO THE SUMS SECURED BY THIS SECURITY INSTRUMENT, WHETHER OR NOT THEN DUE, WITH ANY AMOUNT PAID TO BORROWER. IF BORROWER ABANDONS THE PROPERTY, OR DOES NOT ANSWER WITHIN 30 DAYS A NOTICE FROM LENDER THAT THE INSURANCE EARLIER 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 -DAY PERIOD WILL BEGIN WHEN THE NOTICE IS GIVEN.

11. UNLESS LENDER AND BORROWER OTHERWISE AGREE IN WRITING, LENDER MAY MAKE PROOF OF LOSS IF NOT MADE PROMPTLY BY BORROWER EARLIER AND LENDER. LENDER SHALL PROMPTLY GIVE PROMPT NOTICE TO THE INSURANCE CARRIER OF PAID PREMIUMS AND RENEWALS. IF LENDER REQUESTS, BORROWER SHALL PROMPTLY GIVE THE LENDER ALL RECEIPTS OF PAID PREMIUMS AND RENEWALS. LENDER SHALL HAVE THE RIGHT TO HOLD THE POLICIES AND RENEWALS. LENDER SHALL INCLUDE A STANDARD MORTGAGE CLAUSE. LENDER SHALL HAVE THE RIGHT TO HOLD THE POLICIES AND RENEWALS. LENDER SHALL PROMPTLY GIVE THE LENDER ALL RECEIPTS OF PAID PREMIUMS AND RENEWALS. LENDER SHALL PROMPTLY GIVE PROMPT NOTICE TO THE INSURANCE CARRIER AND LENDER. LENDER MAY MAKE PROOF OF LOSS IF NOT MADE PROMPTLY BY BORROWER EARLIER AND LENDER. LENDER SHALL PROMPTLY GIVE PROMPT NOTICE TO THE INSURANCE CARRIER AND LENDER.

12. BORROWER SHALL KEEP THE IMPROVEMENTS NOW EXISTING OR HEREFTER CREATED ON THE PROPERTY INSURED AGAINST LOSS BY FIRE, HAZARDS INCLUDED WITHIN THE TERM "EXTENDED COVERAGE" AND ANY OTHER HAZARDS FOR WHICH LENDER REQUIRES INSURANCE. THIS INSURANCE SHALL BE MAINTAINED IN THE AMOUNTS AND FOR THE PERIODS THAT LENDER REQUESTS. THE INSURANCE EARLIER PROVIDING THE INSURANCE SHALL BE CHOSEN BY BORROWER SUBJECT TO LENDER'S APPROVAL WHICH SHALL NOT BE UNREASONABLY WITHHELD.

13. 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. LENDER SHALL PROMPTLY GIVE PROMPT NOTICE TO THE INSURANCE CARRIER AND LENDER. LENDER MAY MAKE PROOF OF LOSS IF NOT MADE PROMPTLY BY BORROWER EARLIER AND LENDER. LENDER SHALL PROMPTLY GIVE PROMPT NOTICE TO THE INSURANCE CARRIER AND LENDER.

14. BORROWER SHALL PROMPTLY DISCHARGE ANY LIEN WHICH HAS PRIORITY OVER THIS SECURITY INSTRUMENT UNLESS BORROWER (a) AGREES IN WRITING TO THE PAYMENT OF THE OBLIGATIONS SECURED BY THE LIEN IN A MANNER ACCEPTABLE TO LENDER; (b) CONSENTS IN GOOD FAITH TO THE PAYMENT OF 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 FORFEITURE OF THE PROPERTY; OR (c) SECURES FROM THE HOLDER OF THE LIEN AN AGREEMENT SUBORDINATING THE LIEN OR THIS SECURITY INSTRUMENT. IF LENDER DETERMINES THAT ANY PART OF THE PROPERTY IS SUBJECT TO A LIEN WHICH MAY AFFECT PRIORITY OVER THIS SECURITY INSTRUMENT, LENDER MAY GIVE BORROWER A NOTICE IDENTIFYING THE LIEN. BORROWER SHALL SATISFY THE LIEN OR TAKE ONE OR MORE OF THE ACTIONS SET FORTH ABOVE WITHIN 10 DAYS OF THE GIVING OF NOTICE.

15. BORROWER SHALL PAY ALL TAXES, ASSESSMENTS, CHARGES, FINES AND IMPOSITIONS ATTRIBUTABLE TO THE PROPERTY WHICH MAY ATTAIN PRIORITY OVER THIS SECURITY INSTRUMENT, AND LEASEHOLD PAYMENTS OR GROUND RENTS, IF ANY. BORROWER SHALL PAY THESE OBLIGATIONS IN THE MANNER PROVIDED IN PARAGRAPH 2, OR IF NOT PAID IN THAT MANNER, BORROWER SHALL PAY THEM ON THE DUE DATE OF THE OBLIGATIONS. BORROWER SHALL PROMPTLY FURNISH TO LENDER ALL NOTICES OF AMOUNTS TO BE PAID UNDER THIS PARAGRAPH. IF BORROWER MAKES THE PAYMENTS DIRECTLY, BORROWER SHALL PROMPTLY FURNISH TO LENDER RECEIPTS EVIDENCING THE PAYMENTS.

16. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, ALL PAYMENTS RECEIVED BY LENDER UNDER PARAGRAPHS 1 AND 2 SHALL BE APPLIED: FIRST, TO PAY CHARGES DUE UNDER THE NOTE; SECOND, TO PREPAYMENT CHARGES DUE UNDER THE NOTE; THIRD, TO INTEREST PAYABLE UNDER PARAGRAPH 2; FOURTH, TO INTEREST DUE; AND FIFTH, TO PRINCIPAL DUE.

17. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, ALL PAYMENTS RECEIVED BY LENDER UNDER PARAGRAPHS 1 AND 2 SHALL BE APPLIED: FIRST, TO PAY CHARGES DUE UNDER THE NOTE; SECOND, TO PREPAYMENT CHARGES DUE UNDER THE NOTE; THIRD, TO INTEREST PAYABLE UNDER PARAGRAPH 2; FOURTH, TO INTEREST DUE; AND FIFTH, TO PRINCIPAL DUE.

18. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, ALL PAYMENTS RECEIVED BY LENDER UNDER PARAGRAPHS 1 AND 2 SHALL BE APPLIED: FIRST, TO PAY CHARGES DUE UNDER THE NOTE; SECOND, TO PREPAYMENT CHARGES DUE UNDER THE NOTE; THIRD, TO INTEREST PAYABLE UNDER PARAGRAPH 2; FOURTH, TO INTEREST DUE; AND FIFTH, TO PRINCIPAL DUE.

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Borrower's initials: 5/5

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.

By federal law as of the date of this Security Instrument, however, this option shall not be exercised by Lender if exercise is prohibited by applicable law. 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 applicable law. 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 applicable law.

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 applicable law.

18. BORROWER'S COPY. Borrower shall be given one unrecorded copy of the Note and of this Security Instrument. Note and this Security Instrument shall be given to the lender. Note and this Security Instrument shall be given to the lender.

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 shall be construed to give maximum effect to the provisions of this Security Instrument and the Note.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be 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.

13. 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.

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: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any amount already collected from Borrower which exceeded the 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.

11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and be felt by 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.

10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or postponement of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or modify the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest.

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.

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

7. PAYMENT. Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 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.

6. BORROWER'S OBLIGATIONS. Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 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.

5. BORROWER'S OBLIGATIONS. Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 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.

4. BORROWER'S OBLIGATIONS. Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 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.

3. BORROWER'S OBLIGATIONS. Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 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.

2. BORROWER'S OBLIGATIONS. Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 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.

1. BORROWER'S OBLIGATIONS. Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 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.

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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.

19. 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 PARAGRAPHS 13 AND 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 19, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

20. LENDER IN POSSESSION. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver), shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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 recordation costs.

22. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

23. 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 box(es))

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Elizabeth Kinney (Seal) _____ (Seal)
 ELIZABETH KINNEY -Borrower -Borrower

 (Seal) _____ (Seal)
 -Borrower -Borrower

(Space Below This Line for Acknowledgment)

State of Illinois, COOK County ss:

I, *Barbara G. Stewart*, a Notary Public in and for said county and state, do hereby certify that ELIZABETH KINNEY, DIVORCED NOT SINCE REMARRIED

personally known to me to be the same Person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of March 1997

My Commission Expires 09/30/98

395667

OFFICIAL SEAL
 BARBARA G. STEWART
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 9/30/98

Notary Public

PEAL ESTATE INDEX GROUP
 1820 Ridge Road
 Evanston, IL 60201
 Order # 46072