State 9 50 661 5

MORTGAGE NO TO

71460 No. 137: (\$21787/797 4 2 240670-1

THIS MORTGAGE ("Security Instrument") is given on MARCH 27
The Mortgagor is MARY ANNA PAIGE , DIVORCED AND NOT SINCE REMARRIED

, 1991

whose address is 950 fast WILMETTE AVENUE, UNIT #225

PALATINE, ILLINOIS 60067

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

ASTOR MORTGAGE CORPORATION OF ILLINOIS

which is organized and existing inder the laws of THE STATE OF ILLINOIS address is 1059 NORTH SAUTI DRIVE

, und whose

SCHAUMBURG, ILLINCIS 60194

("Lender"). Berrower owes Lander the principal sum of

Dollars (U.S. \$ 81,600.00). 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 01, 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 6 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

ITEM 1:

UNIT NUMBER 225 AS DESCRIBED IN SULVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOM NIUM OWNERSHIP REGISTERED ON THE 29TH DAY OF OCTOBER, 1981, AS DOCUMENT NUMBER 3238055.

ITEM 2:

AN UNDIVIDED .8969% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: TOGETHER WITH THAT PART OF LOT 7 DESCRIBED AS POLLOWS: BEGINNIN BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 7 FOR 200 FEET; THENCE NORTHWESTERLY 137.68 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF LOT 7 THAT 13 30 FEET NORTHEASTERLY THE SOUTHWEST CORNER OF OF LOT 7 AS MEASURED ALONG SAID WESTERLY LINE OF LOT 7; THENCE SOUTHWESTERLY ALONG THE SAID WEST LINE OF LOT 7 FOR 30 FEET TO THE PLACE OF BEGINNING, IN WILLOW CREEK ALORTMENT ADDITION BEING A RESUBDIVISION OF PART OF WILLOW CREEK, "A SUBDIVISION OF PART O SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 28, 1970 AS (EXCEPTING THEREFROM THAT PART THEREOF LYING DOCUMENT NUMBER 2536651 WITHIN THE INGRESS AND EGRESS EASEMENT AS SHOWN ON THE AFORFCAID PLAT OF WILLOW CREEK APARTMENT ADDITION).

PERMANENT INDEX NO. 02-24-105-021-1053

TOGETHER WITH all the improvements now or hereafter erected on the property, and all ensements, 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.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 3. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

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Property of Cook County Clerk's Office

MARANTY FUND, INC. S. LASALLE 5th FLOOR ATTORNEY'S TITLE

G.F./DICANIQ

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Cotto SEE ATTACHED LEGAL DESCRIPTION.

(Sip Code) 49009

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950 EAST WILMETTE AVENUE, UNIT #225

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property. All repincements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this TOCETHER WITH all the improvements now or hereated on the property, and all ensements, rights, apparenences, remaining the improvements now or increased and statement of the remaining of interesting and green rights and stock and all fixtures now or increases a part of the

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Each monthly installment for items (a), (b), and (c) shall equal one-twellth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of payments held by Lender for items (a), (b), and (c) together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Londer shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Londer to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Londer one month prior to the data the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be as an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Londer the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance romaining for all installments for items (a), (b), and (c) and any mortgage insurence promium installment that London has not become obligated to pay to the Secretary, and London shall promptly refund any excess funds to Borrower. Immediately prior to a force one sale of the Property or its acquisition by London, Borrower's account shall be credited with any balance remaining for all instally a its for (tems (a), (b), and (c).

3. Application of Payments. All pryments under Purugraphs 1 and 2 shall be applied by Leader as follows:

First, to the mortgage insurance premium to be paid by Lander to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;

Second, to any taxes, special assessments, leasohold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to inte charges due under the Note.

4. Pire, Flood and Other Hazard Insurance. Borrows—shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Londer requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Londer. The insurance policies and any renewals shall be held by Londer and shall include loss payable clauses in favor of, and is a form acceptable to, Londer.

In the event of loss, Borrower shall give to Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized at different to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the doctone of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any access insurance, rescends over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit which or destroy, durings or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted the Leader may inspect the Property if the Property is vacant or abandoned or the loan is in default. Leader may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless that agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Londor's Rights in the Property, Borrower shall pay all generated municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is ewed the payment. If failure to pay would adversely affect Londor's interest in the Property, upon Londor request Borrower shall promptly furnish to Londor receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including the payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application

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UNCERTICIALDEOPY

FHA Case No. 131:6321787/797

240670-1

THIS CONDOMINIUM RIDER is made this

27TH

day of

MARCH

, 19 91

, and is incorporated into and shall be deemed to amend and supplement the Mortgage,

Deed of Trust or Security Deed ("Socurity Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's

Note ("Note") to ASTOR MORTGAGE CORPORATION OF ILLINOIS

("Lender") of the same date and covering the property described in the Security Instrument and located at: 950 EAST WILMETTE AVENUE, UNIT #225, PALATINE, ILLINOIS 60067

[Property Address]

The Property Address includes a unit in, together with an individual interest in the common elements of, a condominium project known as:

WILLOW CREEK APARTMENT ADDITION

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVERANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Ascocition maintains, with a generally accepted insurance corrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or horoafter erected on the Property, and such policy is satisfactory to Londer and provides insurance coverage in the amounts, for the periods, and against the huxards Londer requires, irelading fire and other huxards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Londer waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Londer of one-twelfth of the yearly premium installments for huxard insurance on the Property, and (ii) Borrower's obligation under this Paragraph 4 to maintain huxard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy. Borrower shall give Lender prompt notice of any lapse in required huxard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in 100 of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Horrower's allocated share of the expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when the, then Londer may pay them. Any amounts disbursed by Londer under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall been interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contains in this Condominium Ridor

the terms and provisions continued in this Condomntum	19
MARY ANNA SAIGHT LAND MELO	(SEAL) Borrower
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of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Pece. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
 - (i) All or part of the Property is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her primary residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary
 - (c) No Waiver if circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
 - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of asyment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not achieve a acceleration or foreclosure if not permitted by regulations of the Secretary.
- 10. Reinstatement. Borrower 'ar a right to be reinstated if Leader has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the latent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Leader had not required immediate payment in full. However, Leader is not required to permit reinstatement if: (i) Leader has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will include foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by the Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Note: Waiver. Extension of the time of payment or modification of smortization 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 successor 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 dear ad 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.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-dignors. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lorder and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and a veril. 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 the Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
- 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 Leader. Any notice to Leader shall be given by first class mail to Leader's address stated herein or any address Leader designates by notice to Borrower. Any notice provided for in this locurity Instrument shall be deemed to have been given to Borrower or Leader when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shull be governed by Fodern 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.
 - 18. Borrower's Copy. Borrower shall be given one conformed copy of this Security instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the cents and revenues of the Property.

 Borrower authorizes Lender or Lender's agents to collect the runts and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would provert Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

12. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. 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.

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

20. Acceleration for Insurance Ineligibility. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within NINETY DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to NINETY DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance promium to the Secretary.

21. Riders to this Security Instrument. The one or more riders are executed by Borrower and recorded together with this Security Instrument, the cree 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)].

Condominium Rider		Adjustable Rate Rider		Growing Equity Rider
Planned Unit Developm	ent Rider	Graduated Payment Rider	£3	Other(s) [specify]
BY SIGNING BELOW, Bornamy rider(s) executed by Bornawe		to the terms and cuvenants c	ontnined in this	Security Instrument and in
Witnessen: MILL		NARY ANN EA	FALL IGE	(Seal)
			States Tard & Philips - No the same of relating a conditional state.	(Senl)
				(Senl)
		The second secon	9/1/5	(Sen!)
	(Space Below	Phis Line For Acknowledgment)		
STATE OF ILLINOIS,	~~~	County 887 Cook	•	10
that MARY ANNA PAIGE, I		OT SINDLE REWARRIE	V CAR	and state do hereby certify ne person(s) whose name(s)
subscribed to the foregoing instru- and delivered the said instrumen Given under my hund and off	itam her from a	o this day in person, and acke nd voluntary net, for the uses i day of BARCH	iowledged that and purposes the	Shie. aigned

My commission expires: (a/2.8/43

This instrument was propured by:
MONICA A. SMITH
CENTRUST MORTGAGE CORP
1251 N. PLUM GROVE RD
SUITE 105
SCHAUMBURG, IL 60173

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be the the same person(s) whose name(s) sed that $S \cap S$ algned purposes therein set forth.		aubscribed to the foregoing instrument, appeared and delivered the said instrument as $\mathcal{L} \subset \mathcal{C}$ and delivered the said instrument as $\mathcal{L} \subset \mathcal{C}$ diven under my hand and official soul, this
	MOD NOT SINCE REMARRIED	that MARY ANNA PAICE, DIVORCED
O _A	County ses (20 K	STATE OF ILLINOIS,
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NON-UNIFORM COVENANTS. Dorrower and Lender further covering and agree as follows:

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18. Waiver of Homestand. Borrower walves all right of hansastoad exemption in the Proporty.

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