

Notary Public

Given under my hand and official seal, this 29 day of [Month] 1993

My Commission Expires: 3/14/93

personally known to me to be the same Person(s) whose name(s) [Name] subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that [Name] signed and delivered the said instrument as [Name] free and voluntary act, for the use and purposes therein set forth.

for said county and state, do hereby certify that DONALD R. ROBIDEAU AND LINDA M. ROBIDEAU, HUSBAND AND WIFE

State of Illinois, COOK County

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it. DONALD R. ROBIDEAU (Borrower) LINDA M. ROBIDEAU (Borrower)

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

with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes)

23. RIDERS TO THIS SECURITY INSTRUMENT: Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. RELEASE: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, bonds and reasonable attorney's fees, and then to the sum secured by this Security Instrument.

20. LENDER IN POSSESSION: Upon acceleration under paragraph 18 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 liability, bonds and reasonable attorney's fees, and then to the sum secured by this Security Instrument.

19. ACCELERATION, REMEDIES, NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows: Borrower shall give notice to Borrower prior to acceleration following 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 attorney's fees and costs of title evidence.

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 for 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 attorney's 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, the 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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remedies permitted by this Security Instrument without further notice or demand on Borrower. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any...

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.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. Borrower shall be given one conformed copy of the Note and of this Security Instrument...

18. 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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the remaining provisions.

19. NOTICES. Any notices 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 designated by notice to Lender.

20. 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 18.

21. LOAN CHANGES. 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 limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower.

22. SUCCESSIONS AND ASSIGNS OF 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.

23. 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.

24. 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.

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UNOFFICIAL COPY

RD-204 Rev. 10/88 14804

Form 3014 12/83

Amended 5/87

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ZMP 002

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

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.

UNIFORM COVENANTS

Borrower and Lender covenant and agree as follows: 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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property as 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.

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 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."

60005 Illinois ("Property Address")

627 PATTON AVENUE

ARLINGTON HEIGHTS

(City)

03-31-306-009

LOT NINE (9) IN BLOCK THREE (3) IN THOMAS A. CATINO'S FIRST ADDITION TO ARLINGTON HEIGHTS, UNIT NUMBER TWO, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, 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 MAY 8, 1964, AS DOCUMENT NUMBER 214885, IN COOK COUNTY, ILLINOIS.

COOK County, Illinois. Grant and convey to Lender the following described property located in and conveyed under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, covenants and agrees under this Security Instrument to protect the security of this Security Instrument; and (e) the performance of Borrower's advanced under paragraph 7 to protect the security of this Security Instrument; and (f) the performance of Borrower's by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, on MAY 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2006. 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, 2006. Dollars (U.S. \$) 127,200.00

ONE HUNDRED SEVENTY THREE THOUSAND TWO HUNDRED AND NO/100

THE STATE OF ILLINOIS and whose address is 2045 S. ARLINGTON HEIGHTS RD., STE. 103 ARLINGTON HEIGHTS, ILLINOIS 60005 ("Lender"), which is organized and existing under the laws of

BRIAN FINANCIAL SERVICES, INC.

LINDA M. ROBIDEAU, HUSBAND AND WIFE

MARCH 29 1991

281-0056

MORTGAGE

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APR 3 11 35 AM '91
REGISTRAR OF TITLES

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2045 S. ARLINGTON HEIGHTS RD., STE. 103 ARLINGTON HEIGHTS, ILLINOIS 60005

BRIAN FINANCIAL SERVICES, INC.

RECORD AND RETURN TO: ARLINGTON HEIGHTS, ILLINOIS 60005

ARLINGTON HEIGHTS, ILLINOIS 60005

PREPARED BY: RON LOBASSO

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LIBERTY TITLE INS. CO.

735 N. PLUM GROVE RD.

CHAUNCEY, ILL. 61813

NOTE IDENTIFIED

#91010739

