

PREPARED BY:
GALE LUKAT
NORTHBROOK, IL 60062

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3960372 0104004

RECORD AND RETURN TO:
CORLEY FINANCIAL CORPORATION
3400 DUNDEE ROAD-SUITE 240
NORTHBROOK, ILLINOIS 60062

(Space Above This Line for Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 25, 1991
The mortgagor is JUDITH KAY MANN, SINGLE NEVER MARRIED
W.MAN

("Borrower"). This Security Instrument is given to CORLEY FINANCIAL CORPORATION, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 3400 DUNDEE ROAD-SUITE 240 NORTHBROOK, ILLINOIS 60062 ("Lender").

Borrower owes Lender the principal sum of SIXTY ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$ 61,500.00). 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, 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.

Parcel 1: NEATED
Unit 1716-3 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 9th day of April, 1981 as document 3210605 1/4 and an undivided 15.5% interest (except the Units delineated and described in said survey) in and to the following described premises: Lot 17, in Block 10, in Rogers Park, being a subdivision of the Northeast 1/4 and that part of the Northwest 1/4 lying East of the Ridge Road of Section 31 also the West 1/2 of the Northwest 1/4 of Section 32 also all of Section 30 lying South of the Indian Boundary Line all in Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

30

Parcel 2:

Unit 3 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 9th day of April, 1981 as document 3210605 1/4 and an undivided 1.4% interest (except the Units delineated and described in said survey) in and to the following described premises: Lot 17, in Block 10, in Rogers Park, being a subdivision of the Northeast 1/4 and that part of the Northwest 1/4 lying East of the Ridge Road of Section 31 also the West 1/2 of the Northwest 1/4 of Section 32 also all of Section 30 lying South of the Indian Boundary Line all in Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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it to mortgage, ord. Borrower cumbances of

ts with limited

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: *JDM*
MB-264 Rev. 10/89 14684

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2. FUNDS for TAXES and INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender 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 mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender 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 debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security instrument.

3. APPLICATION of PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. CHARGES; LIENS. 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 time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests in good faith 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 any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain 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.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected 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 requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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. If Lender requires, Borrower shall promptly give the Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier 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 30-day period will begin when the notice is given.

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 18 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.

6. PRESERVATION and MAINTENANCE of PROPERTY; LEASEHOLDS. Borrower shall not destroy, damage or substantially change the Property, allow 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.

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 (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), 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.

Borrower(s) Initials: *JKM*

2986272

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UNIFORM COVENANT FORM Borrower and Lender covenant and agree as follows:

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

BORROWER COVENANTS that Borrower is lawfully sealed off the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, accepted for nonmembers 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 assessments, rights, appurtenances, rents, royalties, mineral, oil and gas rights and privileges, water rights and all fixtures now or hereafter a part of the property. All agreements, oil and gas addenda shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

Which has the address of 1716 WEST STOTES-UNIT 3 CHICAGO (City) (Block) (Unit) 60626 Illinois (Zip Code) (Property Address).
Property Address (Zip Code) (City) (Block) (Unit) 60626 Illinois

UNIT 1716-3 AND UNIT 3411 THE LIFESTYLE II CONDOMINIUM AS DELINQUATED ON A SURVEY OF THAT PARCEL LOCATED IN ROGERS PARK BEING A SUBDIVISION OF THE NORTH EAST 1/4 AND THAT PART OF THE NORTH WEST 1/4 LYING EAST OF THE RIDGE ROAD OF SECTION 31, ALSO ABSQ THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32 ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 41, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT NUMBER LR321065 TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS.

same date as this
due and payable
in debt evidenced
by, with interest
as of December 1st,
1968 mortgagor.

240
of the laws of

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2. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY MORTGAGE INSURANCE
coverments 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, probate, or condemnation or to enforce laws or
regulations), 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 attorney's 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.

6. PRESERVATION and MAINTENANCE of PROPERTY, LEASEHOLDS, SUBSIDIARILY change the Property, allow the Borrower 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 ceases to be liable to the Proprietor, the lessee shall not merge unless Lender agrees to the merger in writing.

Postpona the due date of the monthly payments suffered to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 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 assured by this instrument immediately prior to the acquisition.

Borrower shall not assign or otherwise transfer the Property, or does not answer within 30 days a notice from Lender that the Lender has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property to its previous condition or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Landor and Borrower otherwise agree in writing, insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If restoration of repair is not economically feasible or Landor's security would be lessened, the insurance proceeds shall be applied to the same sum secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If the property damaged, if the restoration of repair is economically feasible and Landor's security is not lessened, the insurance proceeds shall be applied to restoration of repair or

All the other demands put forward by the revolutionaries must be accepted in order to have the right to hold the elections. If Landeran and the other members of the standard bourgeoisie shall have the right to hold the elections, then the revolutionaries must make demands of their own.

5. HAZARD INSURANCE: Borrower shall keep the property insured, now existing or hereafter created on the property insured against loss by fire, hazards included within the term "extending 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.

under this paragraph. If Borrower makes the same payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

• CHANGES: LINES: Borrower shall pay all taxes, assessments, charges, times and importations attributable to the property which may affect prior title or this security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner so provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid

3. APPLICATION OF PAYMENT.

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

reporting services shall not be a charge for the purpose of the broadening sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Lender shall give to Borrower any interest or earnings on the Funds. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall be entitled to receive payment of the Funds for which such debt is charged, an annual accounting of the Funds showing debts and credits to the Funds and the purpose for which each debt is

The Lender may require the Funds to be held in an independent account until the date of payment or until such time as the Lender has received payment in full.

Insurance premiums, if any, These items are called "assessor items". Lander may estimate the funds due on the basis of current data and reasonable estimates of future assessable items.

2. FUNDS FOR TAXES AND INSURANCE.

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MULTISTATE CONDOMINIUM RIDER-Single Family-Family-Mortgage Note/Multi-Mortgage Instrument Form 3140 S/80 DPS 1118
Borrower _____
Power of attorney _____
(Initials) _____

Borrower _____
Power of attorney _____
(Initials) _____

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS CONDOMINIUM RIDER.

E. REMEDIES. If Borrower does not pay Condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

OWNERS ASSOCIATION UNACCEPTABLE TO LENDER. (IV) Any action which would have the effect of rendering the public liability insurance coverage maintained by the

(V) Any amendment to any provision of the Condominium Documents if the provision is for the exclusive benefit of Lender; (VI) Termination of professional management and assumption of all management of the Owners Association or

(VII) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other cause or in the case of a change in ownership resulting from sale of the unit or of the common elements, either part of the property or consent to

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, do any of the following in lieu of condominium, a hereby assented and shall be paid to Lender. Such proceeds shall be applied by Lender to the sum secured by the Security instrument as provided in Unitarm Coverage 10.

D. CONDEMNING. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property, whether or of the common elements, or for any conveyance in lieu of condominium, are hereby assented and shall be paid to Lender. Such proceeds shall be applied by Lender to the sum secured by the Security instrument as may be reasonable to insure that the Owners

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to provide for following a loss to the property, whether or a distribution of hazard insurance in lieu of restoration of repair following a loss to the

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

(VIII) Borrower's obligation under Unitarm Coverage to provide a general liability insurance on the property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(IX) Lender waives the provision of Unitarm Coverage 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the property; and

(X) Lender waives the provision of Unitarm Coverage 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the property; and

B. HAZARD INSURANCE. So long as the Condominium Project maintains, with a generally accepted insurance coverage in the amounts, for the periods, and against the hazards lender requires, including fire and hazards included "master" or "blanket" policy, on the Condominium Project which is liability to Lender and which provides insurance

A. CONDOMINIUM COVENANTS. Borrower shall perform all obligations obligation under the Condominium Project, pay, when due, all dues and assessments imposed pursuant to the Condominium Project.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security instrument, includes Borrower's interest in the property for the benefit of use, provides and benefits of Borrower's interest.

(The "Condominium Project"), it holds title to property for the benefit of use of its members or shareholders, the property also includes Borrower's interest in the common elements of a unit in, together with an individual interest in the common elements of, a Condominium project known as: THE LIFESTYLE II CONDOMINIUM

(name of condominium project)

THIS PROPERTY INCLUDES A UNIT IN, TOGETHER WITH AN INDIVIDUAL INTEREST IN THE COMMON ELEMENTS OF, A CONDOMINIUM PROJECT

(property address)

1716 WEST ESTATES-UNIT 3, CHICAGO, ILLINOIS 60626
(the "Lender") of the same date and covering the property described in the Security instrument and located at:

CORLEY FINANCIAL CORPORATION
Security instrument) of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
lender to be deposited to account to amend and supplement the Mortgage, Deed of Trust or Security Deed (the
"Condominium Project"), it holds title to property for the benefit of use of its members or shareholders, the property also

includes Borrower's interest in the common elements of a unit in, together with an individual interest in the common elements of, a Condominium project known as: THE LIFESTYLE II CONDOMINIUM

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER IS MADE THIS 25TH DAY OF APRIL

,

1992, AND IS

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 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.

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 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.]

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 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.]

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 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.]

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.]

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.]

15. 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.]

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.

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18. BORROWER'S RIGHT TO REINSTATE. If Borrower needs 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.

NON-UNIFORM COVENANTS

Borrower and Lender further covenant and agree as follows:

1B. ACCELERATION: REMEDIES

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.

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

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

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 Rides

1-4 Family Rides

Graduated Payment Biden

Blessed 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.

Judith Kay Mann (Seal)
JUDITH KAY MANN

.....(Seal)
-Bennwitz

- Borrower

(Sect.)

- Bewertung

State of Illinois

Country 85

I, J. Mak W. Durnish
for said county and state, do hereby certify that
JUDITH KAY MANN, SINGLE NEVER MARRIED

a Notary Public. In and

WOMAN personally known to me to be the same Person(s) whose name(s) IS HE/SHE 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. 91 APR 29 PH 1:24

Given under my hand

**STATE OF TEXAS,
RECORDED DEEDS
CLERK'S OFFICE**

