5595/0190 27 001 Page 1 of 2000-08-24 13:43:39

Cook County Recorder

45.50



Prepared by: SANDI D. ADAMS

ST. PAUL FEDERAL

1804 NAPER BLVD. #103 NAPERVILLE, IL 60563



MORTGAGE

0004656898 4656898

THIS MORTGAGE ("Security Instrument") is given on

August 18, 2000

. The mortgagor is

PETER Y PARK and JUNG H PARK Husband and Wife

("Borrower"). This Security Instrument is given to CHARTER ONE BANK, F.S.B.

PAUL FEDERAL, A DIVISION OF

which is organized and existing under the laws of the United States of America address is 1215 SUPERIOR AVENUE, CLEVELAND, OH

, and whose

("Lender") Borrower owes Lender the principal sum of

TWO HUNDRED THOUSAND & 00/100

Dollars (U.S. \$

200,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrumera ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2030 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph? 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:

UNIT 46-3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COM (C) ELEMENTS IN THE HAVERFORD AT SCHAUMBURG COLONY HOMES CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 89012751, AS AMENDED FROM TIME TO TIME, LOCATED IN HAVERFORD AT SCHAUMBURG, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1st AMERICAN TITLE order ## 2001903

Parcel ID #:

07-24-209-008-1050

which has the address of

241 SPRING CREEK CIRCLE

SCHAUMBURG

[Street, City],

Illinois

60173

[Zip Code] ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 5/91

VMP MORTGAGE FORMS - (800)521-7291



~6R(IL) (9608)

Form 36/14 9/90 of the actions set forth above within 10 days of the giving of notice. Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and leasehold payments or ground rents, it any. Borrower shall pay these

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

I and Z shall be applied: first, to any prepayment charges due under the Note; second, to amounts payabe under paragraph Z;

Unless applicable law provides otherwise, all payments received by Lender under paragraphs 3. Application of Payments. Security Instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

Upon payment in full of all sums secured by this Security Instrument, Lender shall pre apply refund to Borrower any Funds monthly payments, at Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in vriting, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the arr bunt of the Funds held by Lender at any time is

If the Funds held by Lender exceed the amounts permitted to be held by spritable law, Lender shall account to Borrower for

made. The Funds are pledged as additional security for all sums secured by his Security Instrument. annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to pay borrower any interest or earnings on the Funds. Borrower and Lender in connection with this loan, unless applicable law Lo ides otherwise. Unless an agreement is made or applicable law However, Lender may require Borrower to pay a one-time pharge for an independent real estate tax reporting service used by the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying Lender, if Lender is such an institution) or in 2.1y Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including otherwise in accordance with applicable 12 vv.

estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow lients or amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amended from time to time, i.z. U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." any; (e) yearly mor fage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Bottower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: variations by jurisdiction to constitute a uniform security instrument covering real property:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BOBROWER COVENANTS that Bottower is lawfully seised of the estate hereby conveyed and has the right to mortgage, All of the foregoing is referred to in this Security Instrument as the "Property."

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 to 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 rot a swer 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 21 the Property is acquired by Leruer, 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the I roperty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or state nents to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Prope ty, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenan's 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 forfeiture 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.

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.

8. Mortgage Insurance 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/00

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Form 30K4 9/9

be severable.

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jurisdiction in which the Property is located. In the event that any 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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

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

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 applicable law requires use of another method. The notice 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 address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

under the Notices.

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law With h 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be reduce the charge to the Dorrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

Security Instrument shall bind and benefit the successors and assigns of Level 1. Any 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, (b) is not personally obligated to pay the sums secured by 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 are personally obligated to pay the sums make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; (Assigners. The covenants and agreements of this Several Liability; (Assigns of Liability) of the Several Liability; (Assigns of Liability) of the Portower such Assigns for Several Liability; (Assigns of Liability) of the Portower such assigns of the Portower such Assigns for the Portower Several Liability; (Assigns of Liability) of the Covenants and Assigns Bound; Joint and Several Liability; (Assigns of Liability) of the Portower such Assigns Bound; Joint and Several Liability; (Assigns of Liability) of the Covenants of the Portower Several Liability; (Assigns of Liability) of the Portower Several Liability of t

of amortization of the sums secured by this Security for runment granted by Lender to any successor in interest. Lender shall not be required to commence proceedings against any successor in interest or felus to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any deniand made by the original Borrower or Borrower's successors in interest. Any forbeatance by Lender in exercising any right or semedy shall not be a waiver of or preclude the exercise of any in interest. Any forbeatance by Lender in exercising any right or semedy shall not be a waiver of or preclude the exercise of any

the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

II. Borrower Not Released; Forbearance By L. inder Not a Waiver. Extension of the time for payment or modification

by this Security Instrument, whether or near then due. Unless Lender and Bortower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

award or settle a claim for damages, Forrower 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 it en days.

sums secured by this Secur ty It strument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

In the event of a foisi taking of the Property in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, 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 is less than the amount of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the aums secured immediately before the taking is less than the amount of the Property in which the fair market value of the Property inmediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the aums secured immediately before the taking is less than the amount of the sums secured immediately before the taking or unless applicable law otherwise provides, the proceeds shall be applied to the Property indicately before the taking or unless applicable law otherwise provides, the proceeds shall be applied to the

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,

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. 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

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

- 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.

- 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 as if no acceleration had occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attempts' 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 at if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Services. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with payagraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two seniences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any regardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic o hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic retroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioacuv materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Prope ty is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Initials: <u>FPQP</u>
Form 3014 9/90

without charge to Borrower. Borrower shall pay any recordation costs. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

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

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the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.						
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Form 3014 9/90

INOFFICIAL COPY

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this

18th

day of

August

, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrov'er") to secure Borrower's Note to

ST. PAUL YEDERAL, A DIVISION OF CHARTER ONE BANK, F.S.B.

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

241 SPRING CREEK CIRCLE, SCHAUMBURG, IL 60173

[Property Address]

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

HAVERFORD

[Name of Condominium Project]

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

CONDOMINIUM COVENANTS. In addition to the covenan's and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" (re the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessment, imposed pursuant to the Constituent Documents.

MULTISTATE CONDOMINIUM RIDER-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

8U (9705)

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Page 1 of 3 Initials VMP MORTGAGE FORMS - (800)521 299

- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Porrower's obligation under Uniform Covenant 5 to maintain hazard 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 I ender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a pub ic jability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. 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 of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire seventher casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documen's if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association: or
- (iv) any action which would have the effect of rendering the public liability incurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then kender 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. Initials: Forta 3140 9/90

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider. -Borrower (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower (Seal) (Seal)

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FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

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THIS FIXED/ADJU	JSTABLE RA	TE RIDER is ma	de this 18t	:h day	of Au	gust
2004	, and is i	ncorporated into	and shall be	deemed to	amend a	nd supplement
the Mortgage, Deed of '	Trust or Secu	rity Deed (the "S	Security Instrum	nent") of the	same dat	e given by the
undersigned (the "Born						

ST. PAUL FEDRAL, A DIVISION OF CHARTER ONE BANK, F.S.B.

(the "Lender") of the same late and covering the Property described in the Security Instrument and located at:

241 SPRING CREEK CURCLE, SCHAUMBURG, Illinois 60173

[Property Address]

THE NOTE PROVIDES 10% A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ON! TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as rollows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

%. The Note also

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of September, 2005, and the adjustable interest rate I will pay and the adjustable interest rate I will be adjustable inte

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX - Single Family Fannie Mae Uniform Instrument

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day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND THREE-FOURTHS

2.750 %) to the Current Index. The Note Holder will then round the result of this

(2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eightn of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payment. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.050 % or less than

9.050 % or less than

9.050 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than

13.050 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. i win pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOW'S.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property of 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.

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

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 with an 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 provibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if:

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing

If Lender exercises the option to require immediate payment in full, 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 Instrumers. 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 SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

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	(Seal)	(Seal
	-Borrower	-Borrowei
-	(Seal)	(Seal)
	-Borrower Johns F	-Вогтоwе
	(Seal)	I DADE (Scal
	-Borrower PETER	Y PARK -Borrowe
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