4304/0039 47 002 Page 1 of 2000-09-26 11:15:40 47.50 Cook County Recorder

MAILTO.

Old Kent Mortgage Co., Final Docs

P.O. Box 204

COOK COUNTY

Grand Rapids, MI 49502-0476

RECORDER

Prepared by: Cathy M Avino

EUGENE "GENE" MOORE BRIDGEVIEW OFFICE

AP# C22ZIKEI LN# 5263332

ln type

MORTGAGE MIN 1000142-3000051935-0

THIS MORTGAGE ("Security Instrument") is given on OFER ZIKEL and DESIREE DIZADJY, Husband and Wife .004 Co

August 25, 2000

. The mortgagor is

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. 10/450

Old Kent Mortgage Company. A Michigan Corporation

("Lender") is organized and existing under the laws of The State of Michigan address of 9400 S. Cicero Ave., Suite 301, Oak Lawn, IL 60453

and has an

Two Hundred Six Thousand Three Hundred and no/100

. Borrower owes Lender the principal sum of

Dollars (U.S. \$ 206,300,00 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 September 1, 2015

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 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Page 1 of 6

-6N(IL) (9802).01

MW 02/98.01

VMP MORTGAGE FORMS - (800)521-7291

Form 3014 9/90 Amended 2/98

458080



10.(2086) (IL) 19802).01

Form 3014 9/90 Werve monthly payments, at Lender 8 sole discretion.

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

twelve monthly payments, at Lender's sole discretion.

time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than the more than

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any

The Funds shall be held in an institution whose deposits are insured by a federal agercy, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyting the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service as charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service as charge. However, Lender may require Borrower to pay a one-time charge of the Funds and requires interest to be paid, Lender shall not be required to pay Borrower and interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each without charge, an annual accounting of the Funds, showing credits and debits to the Funds was made. The Funds are pledged as additional security for all suns secured by this Security Instrument.

If the Funds was made. The Funds are pledged as additional security for all suns secured by this Security Instrument.

If the Funds have made are pledged as additional security for all suns secured by this Security Instrument.

2. Funds for Taxes and Insurance. Subject to applicable 12.4 or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote, until the 14 or to a written waiver by Lender, Borrower shall pay to and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly leasehold payments or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly leasehold payments, if any; (e) yearly hazard or property insurance premiums; (d) yearly leasehold payments, if any; (e) yearly hazard or property insurance premiums; (d) yearly leasehold payments if any; (e) yearly hazard or mortgage insurance premiums, if any; and (f) any sum. r. yable by Borrower to Lender, in accordance with the provisions of paragraphs 8, in lieu of the payment of mortgage insurance premiums, if any; and (f) any sum. r. yable by Borrower to Lender in a federally lease in an amount of hond Funds in an amount a lender for a federally lease in an amount of Funds due on the basis of current data and reasonable extenditures of expenditures of future Eastow Items or otherwise in accordance with applicable law. Escrow Items or otherwise in accordance with applicable law.

I. 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:

variations by jurisdiction to constitute a uniform security was real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property. granst all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and conveyed and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

TOGETHER WITH in the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower underestands and agrees with law or custom, MERS, (as nomince for Lender's successors and sestins), has the right: to exercise any or all of those interests, including, but not limited to, relevant or to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, relevant or ensurement.

Ender including, but not limited to, relevant or sanceling this Security Instrument.

Ender including, but not limited to, relevant or sanceling this Security Instrument.

[Zip Code] ("Property Address"); [2neer]

[City], Illinois 60154

MESTCHESTER Parcel ID #: 15-30-201-007-0000 which has the addics of 2536 CAMBERLEY CIRCLE

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE. property located in COOK

County, Illinois: nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as

WOFFICIAL COPY 747400 Page 3 of 14

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 obligation 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 (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 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 otherwice 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 nouce 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 one. 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 Lender, Borrower; 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 Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrowe, 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: 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 statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, in luding, 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 Property, 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 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 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.

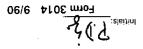
8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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 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

Security Instrument shall bind and benefit the successors and assigns of Lender and Porrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Lendover who co-signs this Security Instrument but does not execute the Mote: (a) is co-signing this Security Instrument only to arreage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not persorally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Potrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to ex end time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demant 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.

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lende, Not a Waiver. Extension of the time for payment or modification

secured by this Security Instrument, whether or not then any application of proceeds to principal shall not extend or Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

award or settle a claim for damages, Borrower fais 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

be applied to the sums secured by this Security Instrument 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 annual or solding the condemnor offers to make an

whether or not the transfirmed size of the taking is equal to or greater than the amount of the sums secured by this secured by this secured by this secured by the sums secured by the sums secured by this security Instrument transfirmed before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the sums secured by the sums secured by the following fraction: (a) the total amount of the sums secured by the sums secured by the sums secured by the following fraction: (b) the total amount of the sums secured by the total sample of the Property immediately before the taking. Any balance snall be paid to Borrower. In the event of a partial taking of the Property immediately before the market value of the Property immediately before the taking, unless Borrower and Lender other writing or unless applicable law otherwise provides, the proceeds shall taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

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 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. Inspections of the Property. Lender shall give

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage is not available, 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ands in accepte, and it are accounted to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance and the payment and the payment payment and the payment and t

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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. It Porrower 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 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 covenants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorietys 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 paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. 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 Porrower. 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 paragraph 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 any a clise to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences 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, laws at or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous 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 or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property 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

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Form 3014 9/90

Form 3014 9/90

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	MY COMMISSION EXPIRES 4/28/2003	
Nowly Public	NOTORIA E ENGEL	
William: Q Chyl	My Commission Expires:	
To yeb	Given under my hand and official seal, this	
and voluntary act, for the uses and purposes therein set torth.	signed and delivered the said instrument as the Tree	
y in person, and acknowledged that	subscribed to the foregoing instrument, appeared before me this da	
reonally known to me to be the same etson(s) whose name(s)	ed ,	
Cand ways	that OFER ZIKEL and DESIREE DIZADJI Jundand	
seary Public in and for said sounty and state do hereby certify	STATE OF ILLINOIS,	
County ss. Much of	SIONI I II do attata	
IN OTHER TOP IN THE PROPERTY OF THE PROPERTY O	-Bottowet	
(Seal) -Borrower	(Seal)	
(loog)		
DESTREE DISABATI M. MACONON -BOTTOWER	<u> </u>	
Tenne Body by Park Body (Seal)		
77777		
OFER ZIKEL BOTOWER BOTTOWER	<i>U</i> ₂	
Old Churchy John (Seal)	Witnesses:	
. J. J. L J. L J. L J. L J. L	in any rider(s) executed by Borrower and recorded with it.	
erms and covenants contained in this Security Instrument and	BY SIGNING BELOW, Borrower a cep's and agrees to the t	
ban transmitted internal of the site of th		
	VA Rider Other(s) [specify	
1.4 11. 5	Graduated Payment Rifler Palloon Rider Balloon Rider	
evelopment Rider Biweekly Payment Rider	Adjustable Rate Rid r. Condominium R	
ider I-4 Family Rider	[Check applicable box(es)]	
(c) January (c) January (d) Ja	the covenants and 25, coments of this Security Instrument as if the r	
ider(s) were a nart of this Security Instrument.	Security Instrument, the covenants and agreements of each such rid	
TS 316 executed by Dollower and recorded together with this	24. Riders to this Security Instrument. If one or more ride	
sidt ditter radionat babracer ban rememod ud between an		
estead exemption in the Property.	without charge to Borrower. Borrower shall pay any recordation co	
rity Instrument, Lender shall release this Security Instrument	22. Release. Upon payment of all sums secured by this Secur	
costs of title evidence.	21, including, but not limited to, reasonable attorneys' fees and	
rred in pursuing the remedies provided in this paragraph.	proceeding. Lender shall be entitled to collect all expenses incu	
and may foreclose this security instrument by judicial	secured by this Security Instrument without further demand	
on, may require immediate payment in full of all suffice	or before the date specified in the notice, Lender, at its opti	
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		
and the right to assert in the foreclosure proceeding the	organization of the manufacture of the same and the second of the same of the	
ceeding and sale of the Property. The notice shall further	secured by this Security Instrument, foreclosure by judicial pro-	

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

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CONDOMINIUM RIDER

AP# C22ZIKEL,O

LN# 5263332

THIS CONDOMINIUM RIDER is made this

25th

August

day of , 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 "Borrower") o secure Borrower's Note to Old Kent Mortgage Company, A Michigan Corporation

(the

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

2536 CAMBERLEY CIRCLE, WESTCHESTER, IL 60154 [Property Address]

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

[Name of Condon inium Project] WESTCHESTER WOODS CONDOMINIUM

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

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are 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 assessments imposed pursuant to the Constituent Documents.

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

EXID-8U (9705)

Page 1 of 3 MW 05/97 Initials: P. P. 2

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payable, with interest, upon notice from Lender to Borrower requesting payment.

Form 3140 9/90 Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of

F. Remedies. If Borrower does not pay condominium dues and assessments when then Lender maintained by the Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability maurance coverage Association; or

(iii) termination of professional management and assumption of self-management of the Owners express benefit of Lender;

ent to any provision of the Constituent D or ments if the provision is of the a taking by condemnation or eminent domain;

termination required by law in the case of substantial destruction by fire or other casualty or in the case of

(i) the abandonment or termination of the Condominium Project, except for abandonment or prior written consent, either partition or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's secured by the Security Instrument as provided in Uniform Covenant 10.

are hereby assigned and shall be paid to Lender, outh proceeds shall be applied by Lender to the sums Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, payable to Borrower in connection with any condemnation or other taking of all or any part of the

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, extent of coverage to Lender.

the Owners Association maintains a public liability insurance policy acceptable in form, amount, and

C. Public Liability Insu: anece. Borrower shall take such actions as may be reasonable to insure that with any excess paid to Borrower.

hereby assigned and shar be paid to Lender for application to the sums secured by the Security Instrument, loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are

In the event of edistribution of hazard insurance proceeds in lieu of restoration or repair following a Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

Association posicy.

the Property is deemed satisfied to the extent that the required coverage is provided by the Owners

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the yearly premium installments for hazard insurance on the Property; and

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of Lender requires, including fire and hazards included within the term "extended coverage," then:

Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted

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BY SIGNING BELOW, Bo Condominium Rider.	rrower accepts and ag	rees to the terms and provision	ons contained in this
	(Seal) -Воггоwer (Seal) -Воггоwer	Often Zihel by Pa OFTEN ZIKEL OS A Destree DZadz by Pa DESIREE BIZADJI as a	ttoury (Seal) ttoury (Seal) May (Seal) ttoury (Seal)
	(Seal)		(Seal)
	-Borrower		-Borrower
1860	(Seal)		(Seal)
	-Borrower	OUNTY Clarks	-Borrower
MP -8U (9705)	Page 1	3 of 3	Form 3140 9/90

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000458080 CH

STREET ADDRESS: 2536 CAMBERLY CIR. UNIT #5-2-813-2536 CITY: WESTCHESTER COUNTY: COOK COUNTY

TAX NUMBER: 15-30-201-007-0000

LEGAL DESCRIPTION:

UNIT NUMBER 5-2-813-2536 IN THE WESTCHESTER WOODS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS IN WESTCHESTER WOODS, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM INTER.

COOK COUNTY CRAYS OFFICE RECORDED AS DOCUMENT NUMBER 00,419,058, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

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UNOFFICIAL COPO 747400 Page 11 of 14

Prepared by Dizadji & Kanonik, Attorneys at Law

SPECIFIC POWER OF ATTORNEY

connection with, arising out of, or relating to in any way the purchase, refinance, or sale of the property commonly known as 2536 Camberley Circle, Westchester, Tllinois.
Our attorney in fact is also an attorney at law, licensed by the State of Illinois and representing us in this matter, and nothing in this power is to be interpreted as limiting any action allowed an attorney at law in the representation of clients.
Our attorney in fact may, among other things, transact all business and notes, trust deeds, mortgages assignments of rents, affidavits, bills of sale and other instruments and may endorse and negotiate checks and bills of exchange requisite or proper to effectuate the purchase, refinance, or sale of the premises described above.
The undersigned grant to our attorney in fact full power and authority to do and perform all and every act and thing requisite or proper to be done in the exercise of any of the rights and powers granted, as fully to all intents and purposes as we might or could do if personally present, with full power of substitution or revocation and with full authority to deal with such property as authorized above, whether held by us or either of us separately, severally, or jointly, without reservation of community right, and we ratify and confirm all that our attorney in fact or his/her substitute or substitutes lawfully was or cause to be done by virtue of the authority granted in this power of attorney.
The rights, powers, and authority of our attorney in fact to exercise any and all kind of the rights and powers granted will commence and be in full effect on August 24, 2000 and the rights, powers, and accordity will remain in full force and effect from that date until September 24, 2000.
Date 8/32/00 Date 8/22/09
Desiree M. Dizadji, M.D. Ofer M. Zikel, M.D.
ACKNOWLEDGMENT:
The foregoing Power of Attorney was acknowledged and signed freely and voluntarily before me this day of, 2000, by the parties signing above, after due identification of their persons
and signatures in accordance with normal practices of their persons "OFFICIAL SEAL" LOURDES BRENES
 Notary Public Pupared by Paul Drzod; Not Notary Bublid State of Illinois My Commission Exp. 05/11/2003 My Commission Exp. 05/11/2003
458080

E, Desiree M. Dizadji M.D. and Ofen M. Zikel M.D. of

9801 S. Kilborna Oak Com, Cook County, Illinois,

appoint Paul I. Dizadji of 6920 W. 109th St., Worth, Cook County, Illinois, our

attorney in fact, for us in our name, place, and stead to exercise do, or perform any act, right, power, duty, or obligation that we now have or may acquire the legal right, power, or capacity to exercise, do or perform in

UNOFFICIAL COPOY747400 Page 12 of 14



TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000458080 CH

STREET ADDRESS: 2536 CAMBERLY CIR. UNIT #5-2-813-2536 CITY: WESTCHESTER COUNTY: COOK COUNTY

TAX NUMBER: 15-30-201-007-0000

LEGAL DESCRIPTION:

UNIT NUMBER 5-2-813-2536 IN THE WESTCHESTER WOODS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS IN WESTCHESTER WOODS, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF ('H') THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00,419,058, AS AMENDED FROM TIME TO TIME; TOGETHER ERE.

COOK
COUNTY
CORTS
OFFICE WITH ITS UNDIVIDED PERCENTIGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

A28080

UNOFFICIAL COPY747400 Page 13 of 14

Prepared by Dizadji & Kanonik, Attorneys at Law

SPECIFIC POWER OF ATTORNEY

WE, Desiree M. Diredyi M.D. and Ofen M. Zikel M.D. of 9801 S. Kilber on Oak Cours, Cook County, Illinois,

appoint Paul I. Dizadji of 6920 W. 109th St., Worth, Cook County, Illinois, our attorney in fact, for us in our name, place, and stead to exercise do, or perform any act, right, power, duty, or obligation that we now have or may acquire the legal right, power, or capacity to exercise, do or perform in connection with, arising out of, or relating to in any way the purchase, refinance, or sale of the property commonly known as 2536 Camberley Circle, Westchester, Tllinois.

Our attorney in fact is also an attorney at law, licensed by the State of Illinois and representing us in this matter, and nothing in this power is to be interpreted as limiting any action allowed an attorney at law in the representation of clients.

Our attorney in fact may, trong other things, transact all business and notes, trust deeds, mortgages assignments of rents, affidavits, bills of sale and other instruments and may endorse and negotiate checks and bills of exchange requisite or proper to effectuate the purchase, refinance, or sale of the premises described above.

The undersigned grant to our attorney in fact full power and authority to do and perform all and every act and thing requisite or proper to be done in the exercise of any of the rights and powers granted, as fully to all intents and purposes as we might or could do if personally present, with full power of substitution or revocation and with full authority to deal with such property as authorized above, whether held by us or either of us separately, severally, or jointly, without reservation of community right, and we ratify and confirm all that our attorney in fact or his/her substitute or substitutes lawfully (nots or cause to be done by virtue of the authority granted in this power of attorney.

The rights, powers, and authority of our attorney in fact to exercise any and all kind of the rights and powers granted will commence and be in full effect on August 24, 2000 and the rights, powers, and averority will remain in full force and effect from that date until September 24, 2000.

Desiree M. Dizadje, M.D.

ACKNOWLEDGMENT:

The foregoing Power of Attorney was acknowledged and signed freely and voluntarily before me this day of luguet 2000, by the parties signing above, after due identification of their persons

and signatures in accordance with normal practices.

Notary Public

Januer Brene)

Burgand Both Diradji

US 8080

"OFFICIAL SEAL" No LOURDES BRENES Notary Public, State of Illinois My Commission Exp. 05/11/2003

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000458080 CH

STREET ADDRESS: 2536 CAMBERLY CIR. UNIT #5-2-813-2536 CITY: WESTCHESTER COUNTY: COOK COUNTY

TAX NUMBER: 15-30-201-007-0000

LEGAL DESCRIPTION:

UNIT NUMBER 5-2-813-2536 IN THE WESTCHESTER WOODS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

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WHICH SURVEY IS ATTACH DEAS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM A15.
NTERE.

OCOLUMNIA CLORAS OFFICE RECORDED AS DOCUMENT NUMBER 00,419,058, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTIGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.