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ALLIANCE FINANCING MORTGAGE CORPORATION 2015 S. ARLINGTON HTS RD #101 ARLINGTON HEIGHTS, ILLINOIS 60005 Loan No. 6194759

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER The mortgagor is CHANG SCOK LEE INDIVIDUAL, AN UNMARRIED PERSON , 2000

County, Illinois:

("Borrower"). This Security Instrument is given to ALLIANCE FINANCING MORTGAGE CORPORATION, AN ILLINOIS CORPORATION , and whose address is which is organized and existing under the laws of ILLINOIS 2015 S. ARLINGTON HTS RD #101 ARLINGTON HEIGHTS, ILLINOIS 60005

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY FOUR THOUSAND AND 00/100********). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ 154,000.00 Security Instrument ("Note"), which provides for monthly parments, with the full debt, if not paid earlier, due and This Security Instrument secures to Lender: (a) payable on NOVEMBER 1, 2030 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 Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT);;;;;c; A.P.N.: 09-14-206-046-0000

which has the address of 8010 W. LYONS STREET #B, NILES [Street]

[City]

Illinois

property located in

60714

("Property Address");

[Zip Code]

BOX 333-C11 ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM

ILI MTG

Form 3014 9/90 (page 1 of 7 pages)

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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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.
- 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") for: (a) yearly taxes 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; (d) yearly fired insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and 'lold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with a plicable law.

The Funds shall be held in an institution whose reposits are insured by a federal agency, 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 analyzing 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 used by Lender in connection with this loan, unless applicable law provides otherwise. 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. 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 debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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 time is not sufficient to pay the Escrow Items when due, Lender may so notily Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Forrower shall make up the deficiency in no more than twelve monthly payments, at Lender's 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.

- 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.

ADJUSTABLE RATE RIDER Loan Number 6194759

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 6th day of OCTOBER 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") to secure Borrower's Adjustable Rate Note (the "Note") to ALLIANCE FINANCING MORTGAGE CORPORATION, AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

> 8010 W. LYONS STREET #B, NILES, ILLINOIS 60714 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE 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 follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES A.

10.000 %. The Note provides for The Note provides for an initial interest rate of changes in the interest rate and the monthly payments, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first de, of NOVEMBER , and on that day every 12th month thereafter. Eich late on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on in 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 which 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 percentage points FIVE AND 000/1000 %) to the Current Index. The Note Holder will then round the result of this 5.000 addition to the nearest one-eighth 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.

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3111 3/85 Page 1 of 3 Document Systems, Inc. (800) 649-1362



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 JY8357137 LPA STREET ADDRESS: 8010 W. LYONS STREET

#B

CITY: NILES

COUNTY: COOK

TAX NUMBER: 09-14-206-046-0000

LEGAL DESCRIPTION:

PARCEL 1: THE NORTH 24 FEET OF THE SOUTH 52.50 FEET OF THAT PART OF LOT 2 LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF LOT 1 FROM A POINT ON SAID EAST LINE OF LOT 1, 64.34 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1 IN GOLF MILL SUDDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2: THE WEST 5 FLET OF THE EAST 39 FEET OF THE NORTH 20 FEET OF LOT 2 (THE 20 FEET MEASURED ALONG THE EAST LINE OF LOT 2, THE SOUTH LINE OF SAID TRACT DRAWN PARALLEL WITH THE NORTH LINE OF LOT 2) IN GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE PAST 1/2 OF SECTION 14, TOWNSHIP 41, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIPIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS AND EXHIBIT "1"& "1A" DATED MARCH 7, 1361 AND FILED MARCH 15, 1961 AND REGISTERED AS DOCUMENT NUMBER LR 1968491, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1960 AND KNOWN AS TRUST NUMBER 15947; AND SUPPLEMENT TO DECLARATION DATED MARCH 28, 1961 AND FILED MARCH 29, 1961 AND REGISTERED AS DOCUMENT LR 1970684 AND AS CREATED BY THE MORTGAGE FROM AMERICAN NATIONAL PAUK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1960 AND KNOWN AS TRUST NUMBER 15947 TO HOME FEDERAL SAVINGS AND LOAD, ASSOCIATION OF CHICAGO DATED MARCH 20, 1961 AND FILED APRIL 5, 1961 AND REGISTERED AS DOCUMENT LR 1971626 AND AS CREATED BY THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1960 AND MOWN AS TRUST NUMBER 15947 TO CARL F. BRUHN AND MILDRED S. BRUHN, HIS WIFF,

(A) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS CVER, ACROSS AND ALONG:

THE WEST 5.0 FEET (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) THE EAST 5.0 FEET (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) AND THE SOUTH 3.0 FEET OF THAT PART OF LOT 2, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1 FROM A POINT ON SAID EAST LINE 64.34 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1 (EXCEPT THE NORTH 20.0 FEET THEREOF, THE 20.0 FEET MEASURED ALONG THE EAST LINE OF LOT 2, THE SOUTH LINE OF SAID 20.0 FOOT TRACT DRAWN PARALLEL WITH THE NORTH LINE OF LOT 2) IN GOLF MILL SUBDIVISION;

(B) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER, ACROSS AND ALONG:

THE WEST 3.0 FEET OF THE NORTH 20.0 FEET OF LOT 2 (THE 20.0 FEET MEASURED ALONG EAST LINE OF LOT 2, THE SOUTH LINE OF SAID 20.0 FOOT TRACT DRAWN PARALLEL WITH THE NORTH LINE OF LOT 2) IN GOLF MILL SUBDIVISION.

LEGALD

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.

Chang Sook c	(Seal)	(Seal)
CHANG SOOK LEE	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
Witness		Witness
6.		
700		
STATE OF ILLINOIS,	County s	ss: COOK
I, James Hy	hin	, a Notary Public in and for said country and state,
do hereby certify that CHANG SC	OOK LEE	
subscribed to the foregoing instruments signed and delivered the said instruments therein set forth.	ent, appeared before n	be the same person(s) whose name(s) ne this day in person, and acknowledged that the free and voluntary act, for the uses and purposes
Given under my hand and office	cial seal, this	day of actober
My Condition Official SEAL" JAMES T. HYUN NOTARY PUBLIC, STATE OF ILLIE MY COMMISSION EXPIRES 03/2		Notary Public
This instrument was prepared by	***************************************	$O_{x_{-}}$
ALLIANCE FINANCING MOR	TGAGE CORPORAT	rion

2015 S. ARLINGTON HTS RD #101, ARLINGTON HEIGHTS, ILLINOIS 60005 [Address]

- Borrower shall promptly literate and her which has promptly over this seculity 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 i ender. 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 recured 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 21 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.

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 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 difault 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 Perrower, 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, 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 Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lerder's Rights in the Property. It Forcewer 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 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 Lonower 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 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 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 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 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 Be rrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall 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 award or settle a claim for damages, Borrower fails to respond to Lender within 50 uz; 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 chall 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.

- 11. 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.
- 12. 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 toyecasts in 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.
- 13. 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.
- 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 Addras 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, Exerability. 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 Bor over 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 hose 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 Proterty 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 covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable at orneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument and 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 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 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 anyone else 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 of the Plope to of mal quantilies 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 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 applicable 'av' 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.
- 22. 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.
 - 23. Waiver of Homestead. Borrower waives at right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or proce 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)]

X Adjustable	Rate Rider	Condominiu	m Rider		1-4 Family Rider
Graduated	Payment Rider	X Planned Ur	it Development Rider		Biweekly Payment Rider
Balloon R	ider	Rate Impro	vement Rider	74,	Second Home Rider
X Other(s)	specify] Mortgage	Insurance	Rider	10	
					155
					CO

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 payments. 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 12.000 % or less than 8.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 16.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will 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 any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given ne and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is 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 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. 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.

To the extent permitted by applicable law, Lender may charge a reasonable fer as a condition to Lender's consent to the loan assumption. Lender may also require the transfere, 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 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.

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3111 3/85

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Adjustable Rate Rider.			
Chang Sook			[Seal]
CHANG SOOK LEE	-Borrower		-Borrower
	[Seal]		[Seal]
	-Borrower		-Borrower
000	[Seal] -Borrower	Ount Clark	[Seal] -Borrower
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PLANNED UNIT DEVELOPMENT RIDER

Loan Number 6194759

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 6th day of , and is incorporated into and shall be OCTOBER, 2000 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") to secure Borrower's Note to ALLIANCE FINANCING MORTGAGE CORPORATION, AN ILLINOIS (the "Lender") CORPORATION of the same date and covering the Property described in the Security Instrument and located at:

> 5010 W. LYONS STREET #B, NILES, ILLINOIS 60714 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions, and restrictions (the "Declaration"). The Property is a part of a planned unit development known as:

COURT AND PARK TOWNHOMES [Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the cor mor areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and ag ee as follows:

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (3) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against he hazards Lender requires, including fire and hazards included within the term "extended coverage," hen:
- (i) Lender waives the provision in the Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower'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 Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

MULTISTATE PUD RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Page 1 of 2 Document Systems, Inc. (800) 649-1362

Form 3150 9/90

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 public liability 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 or the common areas and facilities of the PUD, 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 Fries Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, eitrer partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substactiel destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional maragement and assumption of self-management of the Owners Association: or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues 2nd assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this prograph 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 dislursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower recuesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and pavisions contained in this PUD Rider.

X. Chang Sook	(Seal)	(Seal)
CHANG SOOK LEE	Borrower	For ower
	(Seal) Borrower	(Seal) Borrower
	(Seal) Borrower	(Seal) Borrower

MULTISTATE PUD RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Page 2 of 2

Form 3150 9/90

Loan Number 6194759

MORTGAGE INSURANCE RIDER

This Mortgage Insurance Rider is made this 6th day of OCTOBER 2000 , 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 ("Borrower") to secure Borrower's ADJUSTABLE RATE

note (the "Note") to ALLIANCE FINANCING MORTGAGE CORPORATION, AN ILLINOIS CORPORATION

("Lender") of the same date and covering the Property described in the Security Instrument and located at: 8010 W. LYONS STREET #B, NILES, ILLINOIS 60714

[Property Address]

The Security Instrument is amended by adding the following at the end of Section 10 (if the Security Instrument has a form date at the lower right corner of 3/99 or later) or Section 8 (if the Security Instrument has a form date at the lower right corner that is earlier than 3/99):

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total rick on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized a.) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an offiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

MULTISTATE MORTGAGE INSURANCE RIDER-Single Family-Fannie Mae Uniform Instrument Form 3160 (04-00)

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(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

By signing below, Borrower accepts this Mortgage Insurance Rider and agrees that it amends and supplements the Security Instrument.

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(Sec		
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-Borrow	(Seal) -Borrower	
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TIMELY PAYMENT REWARDS ARM RIDER

THIS TIMELY PAYMENT REWARDS RIDER is made this 6th day of OCTOBER, 2000 , 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") to secure Borrower's Note to ALLIANCE FINANCING MORTGAGE CORPORATION

(the "Lender")

covering the Property described in the Security Instrument and located at:

8010 V. LYONS STREET #B, NILES, ILLINOIS 60714

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in this Security Instrument, 30 ower and Lender further covenant and agree as follows:

A. TIMELY PAYMENT REWARDS MARGIN REDUCTION

The Note provides for the reduction in the Borrower's margin percentage as follows:

1. TIMELY PAYMENT REWARDS MARGIN PERCENTAGE REDUCTION

As set forth in Section 4 of the Note, Borrower has agreed to future interest rate and monthly payment amount charges. Prior to each Change Date, changes in the rate of interest Borrower agrees to pay are determined by adding a specified percentage (the "Margin") to the Current Index, and rounding the calculation to the nearest one-eighth of one percentage point (the "Note I ate"). If on either the second, third or fourth anniversary of the date of the Note (each being an "Anniversary Date") Borrower has demonstrated a Timely Payment History, Lender will decrease the Margin on the Note by TWO AND 000/1000 2,000 %). percent (Borrower will be deemed to have demonstrated a "Timely Payment History" at an Anniversary Date if Borrower: (a) has made each of the then most recent 24 consecutive monthly payments, prior to such Anniversary Date, in accordance with the Note and Security Instrument before the date the next payment was due; and (b) has never made a payment more than 90 days after the date it was due under the Note. If Borrower has a Timely Payment History as of the second, third or fourth Anniversary Date, Lender will notify Borrower in writing that the Margin will be decreased. The new Margin will take effect on the Change Date following the earliest Anniversary Date on which P arower has demonstrated a Timely Payment History ("Margin Reduction Date"), and will be used in determining all future interest rates and monthly payment amounts. Beginning with Borrower's first monthly payment after the Margin Reduction Date, Borrower will pay the new monthly payment amount until the next interest Change Date. Lender will decrease Borrower's Margin only one time during the term of the loan. Notwithstanding anything to the contrary contained herein, all adjustments to the Note Rate at each interest Change Date are subject to the limits set forth in Section 4(D) of the Note.

TIMELY PAYMENT REWARDS ARM RIDER

Document Systems, Inc. (800) 649-1362

Page 1 of 2

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Timely Payment Rewards ARM Rider.

X Chang So	ok cee		
CHANG SOOK LEE	-Borrower		-Borrower
	-Borrower		-Borrower
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