NOFFICIAL CO 2573/8653 17 861 Page 1 of

2001-01-03 10:41:03

Cook County Recorder

39.00

FLEET NATIONAL BANK 377 E. BUTTERFIELD RD., STE 300 LOMBARD, IL 60148

BOX 370



LN ACCT: 391-770146-9

021-7701469

This instrument was prepared by:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

The mortgagor is

JOSEPH T. MANGINI UNMARRIFO

NOVEMBER 29, 2000

("Borrower"). This Security Instrument is given to FLEET NATIONAL BANK

which is organized and existing under the laws of

THE UNITED STATES OF AMERICA

, and whose

address is

1333 MAIN STREET, SUITE 700 COLUMBIA, SC 29201

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

NINETY THREE THOUSAND TWO HUNDRED AND NO/100

93,200.00 Dollars (U.S. \$

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 DECEMBER 1 2030

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Not?, 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 property located

County, Illinois:

LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF P.I.N. 07-20-400-017-1113

which has the address of 35 TONSET COURT

SCHAUMBURG

[Street, City],

Illinois

60193 [Zip Code]

("Property Address");

Init Init ILLINOIS Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90 Amended 3/94

Init.

Property of Cook County Clerk's Office

UNOFFICIAL COPP004250 Page 2 of 10

Doc# 8523 (12-28-94) F85232L		9 10	Page 2			06/6 4/ 10£ W	10.
	.iinl	.Jult.	.Init.	Init.	Init.		liu

Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions! Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement

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, Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the

which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

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

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third,

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

instrument. Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit again st he sums secured by this Security

held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds

payments, at Lender's sole discretion. to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly

is not sufficient to pay the Escrow Items when due, Lender may so notify Bor owe, in writing, and, in such case Borrower shall pay for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time

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

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

The Funds shall be held in an instrumentality, or entity (including

applicable law. due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance, with may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds time, 12 U.S.C. Section 26.01 e' seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender require for Borrower's ererow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, collect and hold Funds in an amount not to exceed the maximum amount a lender, for a federally, related mortgage loan may of paragraph 8, in ties of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions rents on the Property, if any; (c) yearly hazard for property insurance premiums; (d) yearly flood insurance premiums, if any; (e) assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground 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 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,

All of the foregoing is referred to in this Security Instrument as the "Property." fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

Property of Coot County Clark's Office

UNOFFICIAL COPPO04250 Page 3 of 18 DOC# 827¢ (17-78-9¢) £82743F

mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security

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

fees and entering on the Property to make repairs. Although Lender may take action under this paragraph J, Lender does not have

for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include proceeding in bankrupicy, probate, for condemnation or forfeiture or to enforce laws or regulation s), then Lender may do and pay in this Security Instrument, or there is a legal proceeding that may significantly affect Lender so ights in the Property (such as a

paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paving reasonable attorneys? 7. Protection of Lender's Rights in the Property. If Borrower fails to perform it e covenants and agreements contained

merger in writing. the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of connection with the loan evidenced by the Note, including; but not limited to rep esentations concerning Borrower's occupancy of materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in Instrument or Lender's security interest. Borrower shall also be in default it Borrower, during the loan application process, gave precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security

provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as civil or criminal, is begunthat in Lender's good faith judgaren' could result in forfeiture of the Property or otherwise materially Property to deteriorate, or commit waste on the Property. Sorrower shall be in default if any forfeiture action or proceeding, whether circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the of occupancy, unless Lender otherwise agrees in wright, which consent shall not be unreasonably withheld, or unless extenuating Security Instrument and shall continue to occ ppy the Property as Borrower's principal residence for at least one year after the date

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this

earth of Occupancy, Preservation, Main enance and Protection of the Property; Borrower's Loan Application; Leaseholds. acquisition. prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property

the due date of the monthly pay ments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph Unless Lender and Fortower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

whether or not then luc. The 30-day period will begin when the notice is given. insurance proceeds. I ender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

may make proof of loss if not made promptly by Borrower. premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall

Lender's rights in the Property in accordance with paragraph 7. withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably

for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property set forth above within 10 days of the giving of notice.

Toperty of Coot County Clert's Office

INOFFICIAL C

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 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 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 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borlover. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking y le s 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 Corrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrov er fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then die.

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 para ranho 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lerder 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 Borro ver, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to parties sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbar 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 cornection 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 refineed 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 Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 - 17. Transfer of the Property or a Beneficial Interest in Borrow

		man of the fi	operty of a D	chencial interest	m porrower.	II all or any part of	the Property or any interest in
Init. 1	4 9/90	Init	Init	Init	Init 4 of 6	Init	DOC# 8525 (12-28-94) F85254L
U	in B anct	[։] ՈԸՇեՐ	00100				

Property of County Clerk's Office

391-770146-9

it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under 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 tirks 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 no 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 on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any 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 mutrials. 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 1/ valess applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

init. Init. Init. Init.	InitInit	Init
101m 30149790	Page 5 of 6	DOC# 8526 (12-28-94) F85265L
0010004520 bage 5 of 10		•

391-770146-9 021-7701469

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

about the coverage of the cove	Security Instrument enants and agreement	s of each such rider	shall be incorpore	ated into and c	hall amound and	gether with thi
covenants and agreements of [Check applicable box(es)]	f this Security Instruc	nent as if the rider(s	s) were a part of t	his Security I	nstrument.	supplement the
☐ Adjustable Rate 1		ndominium Rider		☐ 1-4 Family	Rider	
☐ Graduated Payme ☐ Balloon Rider		nned Unit Developn e Improvement Ride	nent Rider	☐ Biweekly I☐ Second Ho	Payment Rider	
V.A. Rider PMI Rider		er(s) [specify]		- Second He	me kider	
BY SIGNING BELO	OW, Borrower accept	ts and agrees to the	terms and covenar	nts contained	in this Security.	Instrument and
in any rider(s) executed by E Witnesses:	sorrower and recorde	d with it.				
		e e e e e e e e e e e e e e e e e e e	*	,	de a	-
		A company of the comp	٠.			
	94	· , ·				(Seal)
	100		e e e e e e e e e e e e e e e e e e e		·	,
1.	- / X		• •		•	
7. 1 30 35 5		No. 2 is	1			
\$ P , 38	Ox	<u> </u>		,		(Seal)
		<u> </u>	(° 1	•.	, 	()
, , , , , ,				,	**	•
11/1/2					•	
MODERN TE MANGENE	any	<u> </u>	Stellar.			(Seal)
OSEPH 1. MANGINI.		. (. ;	4 1		(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
						•
· · · · · · · · · · · · · · · · · · ·	e e e		4	٠.		
	the second second	(Seal)	1//,	. ,	,	(Seal)
*	en de la companya de La companya de la co		<i>y</i>	,		(ocar)
	i u e		,			
		* 1 A	,	0.		
STATE OF ILLINOIS,	See a se	. (10	County s	s: /_/		
that I, Uniters	conter	, a Not	ary Public in and	for said co in	ty and state do h	ereby certify
uliati	0'		f. *			•
JOSEP.	LT Marie	ai	. •		15c.	
	11,41	<i>)</i> , <i>(</i>)			10	•
subsocibad to the Course		, perso	onally known to m	ne to be the sa	ime perso i(s) wi	hose name(s)
subscribed to the foregoing in signed and delivered the said i		efore me this day in	person, and ackn	owledged that	t he	
Given under my hand	and official seal, thi	s free an	d voluntary act, f	or the uses ar	d purposes there	ein set forth.
The second second		191	May Y. JULI	mo	ω	,2000.
V-0	v mingelfall &	EAL & (You.		e An	
My Commission Expires:	IN AMNE CRA	wedad § -	Hum	un	ay a	<i>[</i>
3	NOTATY PUBLIC, STAT	E OF HUNDER \$	otary Public		0 '	
	MA COM TOBION DON	را مستونگاری این تواند. ۱۳۰۰ ما در به در این ادامه ی				
	•					
	• • •		• •			

LEGAL DESCRIPTION ON 35 Tonset Court, Schaumburg, Illinois 60193

Unit 291 as delineated on Plat of Survey of the North 159.00 feet (except the West 227.44 feet thereof) and the South 194.00feet of the North 353.00 feet (excepting the West 262.44 feet of said South 194.00 feet) all begin as measured at right angles to the North line and the West line of Lot 2 in Weathersfield Commons Park, being a Subdivision in the Southeast 1/4 of Section 20, Township 41 North, Range 10 East of the Third Principal Meridian according to the Plat thereof recorded April 2, 1972 as Document No. 21129674 in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration establishing a plan for Condominium Ownership made by Campanelli, Inc., recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 21854990 and as amended together with a percentage of the common elements appurtenant to said Unit as set forth automatically change in accordance with amended Declarations as same are filed of recorded pursuant to said Declaration, and together with additional common elements as such amended Declarations are filed of record, in the percentage set forth in such amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amended Declaration as though conveyed hereby, in Look County, Illinois. Clart's Office

FHA/VA #:

Loan Number:

391-770146-9

021-7701469

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this day of 29TH 2000 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust er Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Lorrower") to secure Borrower's Note to

FLEET NATIONAL BANK

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

35 TONSET COURT SCHAUMBURG, TL (0193

[Property Address]

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

WEATHERSFIELD

[Name of Condominium Project]

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

A. Condominium Obligations. Borrower shall perform all of Corrower'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.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

Init.		Init. I	nit.	Init.	Init.	
MULIPISTATE	CONDOMINIUM	RIDERSingle 1	amilyFNMA/F	HLMC UNIF	ORM INSTR	UMENT
Form 3140 9/90			ige 1 of 3			-29-96) F31221L

Loan Number:

391-770146-9

021-7701469

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borlower'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

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

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to

insure that the Owners Association maintains a public liability insurance policy acceptable in

form, amount, and extent of coverage to Lender.

- The proceeds of any award or claim for damages, direct or D. Condemnation. consequential, payable to Borrower in connect on with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by are 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 of the provision is for

the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability is urance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall

MULTISTATE CONDOMINIUM RIDER--Single Family--FNMA/FHLMC UNIFORM INSTRUMENT Form 3140 9/90 Page 2 of 3 Doc# 3123 (10-29-96) F31232L

Loan Number: 391-770146-9

021-7701469

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

BY SIGNING BELCY Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

TOSEPH T. MANGINI	(Seal)	(Seal)
	(Seal)	(Seal)
:	(Seal)	(Seal)
	C	
•	4	Ś
•		155

MULTISTATE CONDOMINIUM RIDER--Single Family--FNMA/FHLMC UNIFORM INSTRUMENT Form 3140 9/90 Page 3 of 3 Doc# 3124 (10-29-96) F31243L