AFTER RECORDING MAIL TO:

CLD KENT BANK AND TRUST COMPANY accordance of the product of the p

र १५५५ वर्ष । यह । इसे पूर्व १५५५ १५५५ १५५५ १५५५ १५५५ १५५५

policwel spag committee of the orthogonal process of the spage of the control of

...... [Space Above This Line For Recording Date] --

groups of the broading appropriate the four set

THIS MORTCAGE (Security Instrument') is given on December 14, 1993 JOHN B KENNEDY JU CAROL G HAMMERNAN, HUSBAND AND VIFE . The mortgagor is

("Borrower").

This Security instrument is gas 1 to CDK MORTGAGE, INC.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA ... and whose address is 2902 CENTRAL DAVENUEY EVANSTON COLL 1602.04 ... mg restores Borrower owes Lender the principal sum of One Hundred Seventy Five Thousand Dollars Dollars (U.S. \$ 175,000.00 and, no/100 evidenced by Borrower's note dated the sair e date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, dise and payable on January 1, 2001. 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 Security Instrument and the Note. For this purpuse, Borrower does hereby mortgage, grant and convey to Lender the following described property located in C 0 0 K

LOT-16 (EXCEPT THE NORTH 24.93 FEET) AND (EXCEPT ANY PART FALLING IN HIMMAN AVENUE) IN RESUBDIVISION OF LOTS 12 TO 16 IN BLUCK 78 IN NORTHWESTERN UNIVERSITY SUBDIVISION OF THAT PORTION OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE TUTRO PRINCIPAL MERIDIAN LYING EAST OF CHICAGO AVENUE, IN CITY OF EVANSTON, IN COOK COUNTY ILLINOIS.

rangi (a) 186-208-307 ya zambarana aka bara yai on angamaya ababara na

MET GREEN GAM

County, Mindia:

THE STOREST WELL AND A PROPERTY OF THE STORES OF THE PROPERTY OF THE PROPERTY

กูสหรับสู่หมูลอย่างหลู และสมัย ตาม เหมือนเหลืองการต่าง เหมือน หลายเพื่อง ทำแบบตาม การการ havinga ponome je ilimpa vetoni u njemilo. Kreke povi ji novoje nimik sa vije v no se voje

्र स्थापित है जिसके हैं के स्थाप के स्थाप के स्थाप कर प्रत्येष के स्थाप के स् स्थाप के स (မျှနှော်**လူမျိုး ကားဆုပ်ငံ မျှ ကြင်းသတ် က ပေးသာများမှုအရား(ဥပါး) (၁) နှာ လည်း** ဥပါးကို ပေးနှစ် မေးသိမားနှာကြောင့်

क्रिये <mark>शिक्षक शक्ती</mark> है है किया कि का देखात है है जो के स्वर्धक स्वर्धक स्वर्धक से कार्यक के से कार्यक कर है है है है ।

which has the address of 1119 M 11 N A N A V E'N U E POLICE DE LE Street | ISMUSICE (IZIO Code) OF ELECTRA INC.

(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and focuses 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 selsed 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. grande emperator por forgen para para la comercia, en care forme de comercia e en la carea de secuello de perc

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agoes in withing to the payment of the obligation secured by the lien in, legal proceedings which in the Lender's opinion operated to prevent the enforcement of the lien; or (c) secures from the holder of the lien and an agreement satisfactory to a secure from the holder of the lien and proceedings which in the Lender's opinion as lien and 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 (agrunnant, if Lender determines that any part of the Property is subject to a lien and a lien to take one or more of the actions set tonin above within 10 days of the giving of notice.

Property which may attain priority over this Security Instrument, and leasehold payments or ground in that remains in the manner provided in paragraph 2, or if not paid in that remain Borrower shall promptly turnish to Lender (at Arices of amounts to be paid tinder this paragraph. If Borrower shall promptly turnish to Lender (at Arices of amounts to be paid tinder this paragraph. If Borrower shall promptly turnish to Lender (at Arices of amounts to be paid tinder this paragraph. If Borrower shall promptly turnish to Lender (at Arices of amounts to be paid tinder the payments.)

The Republication of Payments. Liniess applicable law provides otherwise, all paymounts received by Lender under the charges and last, to any late charges the inder the Note.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by 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 sum secured by this Security instrument.

Somewer for the Funds had by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to by Lender are sufficient to pay the Escrow fit ms. when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount neces pay to make up the deliciency. Borrower in writing, and, in such case Borrower shall pay to Lender the amount neces pay to make up the deliciency. Borrower and in writing, up the deliciency in nor more than twelve morning payments, at Levice's sole discretion.

The Funds shall to racin an institution whose deposits are fracted by a federal agency, instrumentality, or entity pay the Escrow leans. Lender is auch an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to be paid to weathing the Escrow leans. Lender in the fear and specification of the Funds and applicable and applying the Funds and applicable and applying the Funds and applicable favourable to make such a circum. Independent real sets as the fear of the fear of the fear for the fear of the fear for the f

2. Funds for Tense and Insurance. Subject to applicable law or to a written walver by Lender, Borrower shall pay yearly taxes and sessenments are due under the Note trail the Note is paid in tuil, a sum (Funds') for: (a) yearly taxes and sessenments which may attain priority over this Security instrument as a lien on the Property, it any; (c) yearly instrument as a lien on the Property; (d) yearly instrument as a lien on the Property; (e) yearly instrument as a lien on the Property; (d) yearly instrument as a lien on the Property; (e) yearly instrument as a lien on the Property; (d) wanter and the Property instrument in any arms payable by bronder to Lander, in accordance with the provisions of paragraphs is in the property instrument; and (i) any arms payable by promiser to Lander, in amount a featow lienter. Lender may, at any time; collect and (i) any arms payable by another the provision of the property instrument in a featow secount and may are featow from time to time; 12 U.S.C. §2601 et and hold Funds in an amount in an amount of track the contract of times in the contains of amount. Lender may estimate the amount of Funds due on the and hold Funds in an amount of tender to a separatione of future Escrow tenns or otherwise in accordance of amount. Lender may estimate the amount of Funds due on the amount of funds in an amount of contains of amount of funds in accordance of amount. Lender may estimate the amount of Funds due on the position and the least amount of funds in accordance of amounts of

Payment of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with the security instrument covering real property.

Sections and Lander covenant and agree as follows:

LOAN NO. 08123-9-6-W GOVER DEPART

The product the scale product — product and the product in statement of the product of the produ

TECHNOLOGIE AND AND AND THE COLOR OF THE STATE OF THE STA

errors, because we come this as the second control of the property of the control of

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

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

Unless Lend and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dete 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 carrage 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 Borrower's principal residence for at least one year after the defel 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 impuli title Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any torfan ire action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in foregue of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Forrower 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 incrmation or statements to Lender (or falled 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 marger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower falls 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 fore unit 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 acrower 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.

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

The Bon mark believe at the come of in periods to reconstraining provided tensor in the con-

grypping program program come allower with a transfer and the company with the contract of the contract of the

MINISTER BRIGHT FAMILY FINANCIAM WOTHLE HC/CHOTE//D401/2014(B-40)-L

netical person) without Lender's prior written consent, Lender may, at its option, require financial and porture and person) without Lender's prior written consent, Lender may, at its option, require financial and person in porture as son or unimented and an action of the prior written consent, Lender may, at its option, require financial and action of the person of the person

interest in the sold or unastrone to the beneficial interest in an original or the rough of the policy of the beneficial interest in Borrower is sold or transferred and Borrower. Transition of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or any or a beneficial interest in Borrower is sold or transferred and Bor 18. Bonower a Copy. Bonower ahall be given one contrormed copy of the More and of this Security Instrument.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument of the Note are declared to be severable. Intercenting with supplicable law, along complex shall not affect other provision or crause or mis 380 uray maintening or one share shall not affect other provisions of this Security Instrument or the Note and the provisions of this Security Instrument or the Note and the provisions of this Security Instrument or the Note and the provisions of this Security Instrument and the Note and the provisions of this Security Instrument and the Note and the provisions of this Security Instrument and the Note and the security Instrument and the Note and the provisions of this Security Instrument and the Note and the provisions of this Security Instrument and the Note and the provisions of this Security Instrument and the Note and the provisions of this Security Instrument and the Note and the provisions of this Security Instrument and the Note and Instrument a Interdiction in which the Property is accumily maximized of the Security instrument area be governed by redering the instrument of the Security instrument of the Security instrument of the Security instrument of the Polyment of the Polyment of the Security instrument of the Polyment of the Security instrument of the Polyment of t

Addition in which the Procenty is country instrument shall be governed by federal law and the law of the short in the event that any provision or clause of this Security instrument shall be governed by federal law and the law of the by men clear man to Lender's accreas stated herein or any other accreas Lender designates by notice to bottower. Any standard in this designation instrument shall be deemed to have been given to Borrower or Lender when given the personner or Lender when given the portower or Lender when given the contract of the contract Property Address or any other address Borrower designales by holice to Lender. Any notice to Lender shall be given notice provided for in this Security instrument shall be deemed to have been given to Borrower Any notice to Borrower. Any notice to security instrument shall be deemed to have been given to Borrower and given to Borrower Any notice to Borrower. Any notice to Borrower and any other designates by notice to Borrower. Any notice to Borrower and any other designates by notice to Borrower. Any notice to Borrower and any other designates by notice to Borrower and any other designates by notice to Borrower and any other designates by notice to Borrower. Any other designates are addressed to have been given to Borrower and any other designates are addressed to Borrower. Any other designates are addressed to be any other designates and any other designates and any other designates and any other designates are addressed to be ad Property Address or any other address approache law requires use or anomer memors, ine notice shall be given by that case mail to Lender's address stated herein or any other address Lender designates by notice to Lender designates by notice to Lender shall be given the case mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any

maling it by first class mail unless applicable law requires use of snother method. The notice to borrower designates by notice to Lender. Any notice to Lender shall be directed to the Inc it by first class mail unless abolicable law requires use of another method. The notice shall be directed to the

principal owed under the Mode or by making a direct psyment to Borrower. If a refund on reducing the region as a pertent without any prepayment charge under the Mode or principal, the reduction necessary to reduce the charge to the permanent letter (b) any sums already conscious from borrower which disconding the reducing the conscious the Note of by making a direct deyment to Borrower. If a refund teduces principal, the reducing the exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the refunded to Borrower. Lender may choose to make this refund by reducing the same Connection with the loan exceed the permitted limits; and (b) any sums already collected from Bottower which

Connection with the loan accurso by the Security intervalment as subject to a iam which seed the bifully interval in the interval interval

woes, and that law is finally interpreted so that the interpret or other loan charges collected or to be collected. not personany congation to pay the sums secured by this decommodations with regard to the terms of this Security ones.

nongagos, grain and, convey man borrower s interest in the Property under the terms of this Security instrument; and (c) agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security is some to extend the second to the terms of this Security of the terms of this Security is the second to the terms of this Security of the terms of th CO-signs the security instrument but odes not execute the Property under (i.e (ends of this Security Instrument only to be the sums secured by this Security Instrument; and (c) agrees that Lender any other consisting the sums secured by this Security Instrument; and (c) agrees that Lender any other consisting the sums secured by this Security Instrument; and (c) agrees that Lender any other consisting that Lender and any other consisting that Lender are consistent to the consisting that Lender and any other consisting that Lender and any other consisting that Lender and any other consisting that Lender are consistent to the consistent that Lender are consistent to the consistent that th Co-algue this Security Instrument but does not execute the Noxe; (a) is co-significant send several and several only to increase, along and convey that Borrower's interest in the Procerty under the forms of this Security Instrument; (b) is co-significant and convey that Borrower's interest in the Procerty under the forms of this Security Instrument; (b) The Security Instrument area onto and benefit the successors and estimated and Bortower, subject to the co-signar of paragraph 17. Bortower's coverants and agreements (half de co-signar and Bortower who the Security Instrument but does not execute the Note: (a) is co-signar and south Instrument only to The Security Instrument shall blind and benefit the successors and several training of Lender and Borrower's coverants and adreements that set several Any Borrower who

Security Instrument shall bind and benefit the auccessors and cardinate and Borrower. File covenants and agreements of Lender and Borrower, subject to the Any right or temedy shall not be a waker of or precing any more and inner wall or temedy.

Any right or temedy shall not be a waker of or precing any more and many more and m

time for made by the original Borrower or 8 worders in interest. Any forbetrance by reason of any right or remedy shall not be a waker of or precipile. In alterial or remedy and not be a waker of or precipile. In alterial or remedy, and not be a waker of or precipile. In alterial or remedy. Interest, Lewiser with the control by the city interest and secured by the control by the city interest. Any forbestance by the city interest or it where the city interests or interest or it where the city interests or interest or it interests. Any forbestance by the city interests or interest or interests or interest or interests or interes Interest or bortower shall not be required. On the definition of the sums secured by this security instrument by reason of any and constructions of the sums secured by this security instrument by reason of any successors in interest or refuse to extend the sums secured by this security instrument by reason of any and the sum of Interest of Borrower shall not object to the liability of the original Borrower of Borrower's successors in the required by this secured by this secured of the original Borrower or Borrower's successors in the required to the confine and the successors in the february and the secure of the original Borrower or Borrower's successors in the secure of the original Borrower or Borrower's successors in the secure of the sec modification of amortication of the original Bottower or Borrower's successors in the respect to any successors in the original Bottower or Borrower's successors in the original Bottower's successors in

diffication of emonitation of the nums secured by this Security Instrument oranted by Lender Not a Walver. Extension of the time for payment or Destrong and Borrowsr ornarwise agree in wreing, any application of proceeds to principal sites not exceed to in paragraphs 1 and 2 or charge the amount of such

Subora. Sind Borrowsi otherwise agree in writing, any application of proceeds to principal shall not extend or the morniny payments referred to in paragraphs 1 and 2 or change the amount of extend or such notice in events or seems a cerminor connection, and apply the proceeds, at its option, either the date the date the proceeds, at its option, either the date the date the control of the Security Instrument, whether or not then due.

make an evertor or settle a claim for demagner, or it, enter monos by Lerrose to borrower that the Concentration of the processor, or it, enter monos by Lerrose to borrower that the content is although the processor, at its content to lestoration or testoration If the Property is abundoned by Borrower, or it, after notice by Lender to Borrower that the condensity offers to assert or settles a dains for demander. Borrower take to respond to Lender within 30 days after the date the

REMOUNT OF THE SUMP SECURED WITHOUT THE TRIFF THE PROCESSES STARTS OF THE SUMP SECURED BY THE SUMPLES ADDRESSED TO THE SUMPLESSES SOCIETY OF THE SUM with or the Property introducing the Rights of the Research of the Property of the Posters of the School of the School of the Posters of the School of the S Value of the Property Immediately before the fairing of the suring secured winned the petot of the Property Immediately before the tailor. Any belence shall be petot to Borover, in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in the fair market value of waive of the Property Immediately before the taiding. Any belance shall be paid to Borrower. In the event of a paid to Borrower. eub nerti ene arma erti son so setterini meriurileri sums secured by this Security instrument immediately before the taking, timess Borrower and Lender of the Security Instrument shall be reduced by the amount of the proceeds multiplied by the amount of the proceeds multiplied by the figure in the proceeds multiplied by the state secured immediately before the taking, chided by (b) the figure that the figure is the figure of the figure that the figure is the figure of the figure that the figure is the figure of withing, the sume secured by this Security instrument shall be reduced by the anount of the proceeds multiplied by the symples are secured by the Security instrument shall be reduced by the amount of the proceeds multiplied by the which the law market value of the Property immediately before the taking is equal to or greater than the arms secured by this Security instrument immediately before the taking is equal to or greater than the amount of the property instrument immediately before the taking, unless Borrower and Lender otherwise agree. which the fair was value of the total was solved as blad to blad solved on the solved of the control of the con

In the every of a focul taking of the property, the proceeds shall be applied to the sums secured by this Security which any excess baid to Bomower. In the event of a partial taking of the Property any condemnation of other leiding of any part of the property, or for conveyance in lieu of condemnation, are hereby

EVENT DOLLOWER MORE SET THE LIFT OF STATE OF STA notice at the time of or prior to an inspection apacityng ressonable cause for the property. Lender shall

UNOFFICIAL CORNO DE 1,23 EG

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 2 or ower, 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; Cierce of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold or e 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 changer 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 on the Property of small quantities of riazardous 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 invoving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Somewer 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, lerguene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials on ntaining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means inderail 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 polows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration, under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 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.

รับเองที่ (ช่น (สามัย<mark>เลยที่มี) กุล การสามายการสามายการ สมายการสมาชาชายการสมาชายการสมาชายการสมาชายการสมาชายการส เพลา และ Completion (สามาชายการสามาชายการสมาชายการสินสามาชายการสมาชายการสมาชายการสมาชายการสมาชายการสมาชายการสม เพลา เมื่อ เพลา เพลา เพลาสามาชายการสมาชายการสมาชายการสมาชายการสมาชายการสมาชายการสมาชายการสมาชายการสมาชายการสมาช</mark>

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

Supports frequency (Cheen upplies to a (ca))

्रेक्टर कर रेक्टर पूर्व कर्ने कर्न के बोर्ट्स क्रिक्स के क्रांत क्रिक्स कर है। - क्रिक्टर के क्रिक्स कर्ने कर्ने कर्ने के बोर्ट्स क्रिक्स के क्रिक्स कर्ने क्रिक्स कर कर कर कर कर कर कर कर कर

रहें रेजियों के क्षेत्र संक्ष्म एक एक है अमेरिक रेज़ी के क्षेत्र कर कर वा स्वाधिक के अनुसार के अनुसार के स्वीध

	uur oo aaga bib oo jiroo bada Abbar oo laa oo laa bada Abbar bada oo laa		(4) A la collega sidt a czionawa redomu tl. (4) Proposit paradi paradi dzionawa rojek po plane (5) A la colorente piarzena salek po colorena kategoria.
Z. C.C.	Alexandria (1905) Santaria Santaria (1905) Santaria (1905)		(a) Fig. 1. The Control of Processed 18. (b) Fig. 1. The Control of Processed 18. (c) Fig. 2. The Control of Processed 18. (d) Fig. 2. The Control of Processed 18. (d) Fig. 3. The Control of Processed 18.
	STEPHENY STEPHENY WOTERY PUBLIC STATE WIT COMMISSION EXPIRE		en e
1000		MOMINE FLORES, X31	My Commission explics: This instrument was prepared by:
nstrument, appeared bid instrument as	sidued and delivered the sa	o naes sud briboses thereight	Civer ruger my hend and official sea THETE free and voluntary act, for the percensity known to me to be the same to personally known to me to be the same to
i for said county and Band and Wife	Country Public in and Public in and Public in and Public in and Public in a subject to the country of the count		
		(Spec. B tow This Line For Actu	The state of the s
	геспцід упшрец	Social	Social Security Number
the state of the s	to the state of the second	(ISOR)	and Tourist Day on Asset of Greyman Greek Tourist Control of Control of Control of Control
MOUNOG-			
seS)			John Comment of Astronomy Chile
9/1/9-3/5-	Security Number	Social	Service Connect that the condition of the control o
9(1)9-88-		0 8 4 3	Service Consent to a fine condition of the condition of the control of the contro
9C119-8E-	Security Number 242		A constant of the translation of
9(1,9-8\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Security Number 536	0842	The second of the time, and time or and the second of the
27/h 2/2-	דר פ אישונים אינות מו	0842	The second test the second test to be a second
27/h 2/2-	דר פ אישונים אינות מו	0892 1908	
27/h 2/2-	דר פ אישונים איני מיני מיני	0892 1908	
2/1/2/2-1	Security Number 336	NHOC	Section 1997
MODOB- POS)	Security Number 336	WHO C	
Viruses sint ni	s and coverants contained B KENNEBY B KENNEBY Security Number Security Number Security Number	whise and recorded we term tecorded we have the terms of	EY SIGNING BELOW, Borrower accilent in any rider(s) executed the formation and the second of the sec
Scond Home Rider [Security [Sec	At Rider Security Number Security Number	epts and agrees to the termer we be	Minessee: Instrument and in any ider(s) executed in EY SIGNING BELOW, Borrower accided in Experity)
Moeeldy Payment Rider scond Home Rider in this Security (Security Security	Security Number Security Number Security Number Security Number Security Se	emevoramile the formation of the formati	Graduated Payment Rider becaused instrument and in any rider(s) executed instrument and in any rider(s) executed in any rider(s) executed in any rider(s) executed in any rider(s) executed in any rider and in any rider and in any rider and in any rider.
Meeldy Payment Rider scond Home Aider in this Security	der Security Number Security Number Security Number Security Secur	Ocadominium Hill Dex (96)) [Plained Unit Dex Des Unit Dex Des Des Bares and agrees to the terms by Borrower and recorded with 0 c.	Minessee: Instrument and in any ider(s) executed in EY SIGNING BELOW, Borrower accided in Experity)

UNOFFICIAL

PROPERTY SERVED ON MOLESCHOPE BALLOON RIDER STANDER LOAN NO. 0812396

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 14th day of December, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to CDK MORTGAGE, INC.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

1119 HINMAN AVENUE, EVANSTOR, IL 60202

(Property Address)

The interest rate contact on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further coverish and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security instrument (the "Maturity Date"), I will be able to obtain a , and with an interest rate new loan ("New Loan") with a new Maturity Date of 01/01/24 equal to the "New Note Rate" determined in accordance with Section 3 below it all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinuncing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinence or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

academa Venestator da ele

If I want to exercise the Conditional Refinancing Option at maturity, carrain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required not yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

MULTISTATE BALLOON RIDER-SINGLE FAMILY-FINA UNIFORM INSTRUMENT ISC/CR!D**//0392/3180(12-89)-L PAGE 1 OF 2

率。CVT管理V11的G15中提出的图片较级现象。1 年时的1010

हार्यमुख्य प्राप्त भूकार वार्य हें। अववाद वार्य स्थापन क्षार क्षार्य के स्थापन कर है। इस स्थापन क्षार कर स्थाप इस स्थापन क्षार के स्थापन क्षार कार्य है। अववाद कार्य कार्य कार्य कार्य के स्थापन कार्य कार्य कार्य कार्य कार्य

FORM 3180 12/89

Chapter Mills

UNOFFICIAL COPY

18C\CHD...\\0365\3180(15-86)-F **EVGESOES** WINTERLY BYTTOON BIDEN-SINGLE LYNICATION HISTORY CHILDREN LYNICH BY COLUMN 3180 15/88

	(300%)	araba of t	mark etah	TEUMODE	
स्मार्थ्य (१९४४) व्यक्तिकार वे व्यक्ति । स्वतीत् स्वस्ति । १ १ वर्षी १८ १ १९ १६० स्वयत्त्वे १५८ - १५७५०	saud to met in th	भी राजकार्धी ब	h thur durytus be Ugh deng bise r	កាល កែលនៅសម្រើ <mark>ការ</mark>	and chall be dee Security instruc
munitoria illa indicada	Lais Inseriorben von	and of Adding tends	n best visukciya	คน (ภริกษาจาก โพเฮ	of the same of the
(ise2)					
70		, the study grad	7;9/3)		
Neworio8-	of pick of the factors of	of the project with	A bas beneraliya. Yo ngsian Malan k	 4. (1) (2) (2) (3) 	Date." I und rou ange teo who take
(leo2) "Jewonod-phagos a sygne "Jewonod-phagos a sygne "Jewonod-phag		THI R KENEE	t of the above of 10 C as type, where	en kulti evisio la kun nokolitich sibre lib era kolitorion	ADDITIONAL Bossower and Le the Scounty had
				a of train in	Jahrranaosi 😿
party of the raid of the	with Carlot gas data?	'adger kalada	igas ved bara ir	ad a di ba etabada	H SON UDONES
sidi ni banistroo s	stria and coverante	st ent of seeng s	MAL SCCODES FILT	G BELOW, BOTT	NINDIS AB
Ity Date and advise me so on the Maturity Date. Gonditions attorn to conditions attorn, together with the conditional in order to exercise the xercise the Conditional or the Maturity Date. To the Maturity Date. It of the Maturity Date. It of the Maturity Date. It of the Mew Mote Rate), as of the Mew Mote Rate), as of the Mew Mote Rate), as of the Mew Mote Rate).	wance of the Maturian expected to ow am expected to ow more record information of the Calendar days prior the date and time of the Calendar days prior on the Federal Maticular have a lime of the date and time of lime of lime ow interest rail the new interest rail	CING OPTION ander days in ac sil other sums in cercles the Cond provide my pay g the Note Hold of the Note Hold of the Note Hold of the Note Hold of the Mote Hold in effect on beld in effect on inderestant on the of	MALEFFINANCE OF CANADA STREET OF STR	G THE CONDITION Older will notify in account but unit was an inet. The addings of the polymer of the polymer will cale with account to the polymer will cale with account with cale with account and account and account an idea the recount amount a spice the recount and account and account and account and account an idea of the recount and account and account and account and account and account and account an idea of the recount and account account and account account and account account and account account account and account account account account and account	The Note Hote Hote Hote Hote Hote Hote Hote H
te required under Section and a The New Mote is a until the New Mote is	ont to repay in full (a cover the Mote and the Mote are current, a equal monthly payr ayment every month	at will be suffice onthly payment ew Note Rate in Il and interest pa il and interest pa	nthly payment the real, plus (c) all of the casuming my m and the live at the live live live live live live live liv	om ett ic anuem eini biegnu judib eis ViruisiM et M ett ic mes ert ic anuema ert ed	ant enimento buscos (b) auto inero; tremuntent sevo; sevode S ille moltentolico

FOVA NO: 0 8 1 5 3 6 8 144 10 20 1 0 0 0 1

multistate balloco ricep-sincle parally-pera uccopy predicti 18C/10HDF#7/8392/3380(12/89)/U

4. CALCULATING THE NEW PAYMENT AMOUNT

इ.स्टा १३४८

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points