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COOK COUNTY, ILLINOIS FILED FOR RECORD

1988 JUL 22 PM 2: 48

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MAIL TO:

PREPARED BY: PATRICIA L. GITZINGER 550 CRYSTAL POINT DR. CRYSTAL LAKE, IL 60014

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APPLICATION: 80407014 Loan No. 0810329174

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 20TH 19 88 The mortgagor is LOUIS A ROCIOLA, A SINGLE PERSON

\$17.00

("Borrower"). This Scurity Instrument is given to MARENGO MORTGAGE CORPORATION

which is organized and existing under the laws of The State of Illinois

, and whose address is

200 EAST CRANT HIGHWAY, MARENGO, IL 60152

("Lender").

Borrower owes Lender the principal sum of

EIGHTY ONE THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 81,500.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 187, 2018

This Security Instrument secures to Lender: (a) the repayment of the debt exidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, wi manterest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Boriov ar's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in

COOK

County, Illinois:

UNIT NO. 21-62-R-C-2 IN THE ARLINGTON CIUB CONDOMINIUM AS DELINEATED ON THE SURVEY OF PORTION OF THE FOLLOWING DESCRIBED REAL ESTATE: THE FINAL PLATS OF THE ARLINGTON CLUB UNIT 1, J. IT 2, UNIT 3, AND UNIT 4 SUBDIVISIONS OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 NO. RTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MEELING, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLATS AND CERTIFICATES OF CORRECTIONS THERETO, WHICH SURVEY IS ATTACHED AS EXHIBIT "." TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL TANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMINT DATED APRIL 11, 1985 AND KNOWN AS TRUST NO.64050 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, ON JUNE 17, 1986 AS DOCUMENT NUMBER 86-245,994 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IS SAID DECLARATION OF CONDOMINIUM, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AND SURVEY, AS AMFIDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENT, GISS SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED THEREBY.

which has the address of

1406 ALDGATE COURT

WHEELING

(Street)

(City)

Illinois

60090

(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

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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.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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CHARLYT TYKE IT 60014 330 CKAZLYT BOIML DK

Loan No. 0810329174 APPLICATION: 80407014

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"Borrower"). This Security Instrument is given to MARENGO MORTGAGE CORPORATION

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SCO FAST GRAUT HIGHWAY, MARENDO, IL 60152 which is organized and existing under the laws of The State of Illinota

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). This debt is evidenced by Borrower's note

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modifications; (b) the payment of all other sume, vith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of No cower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby a ortgage, grant and convey to Lender the following described property 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 AUGUST LST, 2018
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and secures to Lender:

County, Illinois:

COOK

in batacol

MHEEFING

(Aub)

1406 ALDGATE COURT

which has the address of

("Property Address");

(Sip Code)

06009

siouilli

Together With all the improvements now or hereafter erected on the property, and all eastements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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."

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

limited 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

AMP MORTGAGE FORMS • 13131283-8100 • (800)621-7291 ILLINOIS—Single Family—Fus Actual UnitoRi Hustituden

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NON UNIFORM CO

19. 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 paragraphs 13 and 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 nonexistence 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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.

22, VIII/E. I I HUMBERTERII. DOLLOWCI WALVES ALL LIGHT OF HOLLESTERIN EXCHIPTION IN THE L'IOPETTY.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrumen, the covenants and agreements of each such rider shall be incorporated into and shall amend an
supplement the covenaries and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument (Check ar vic hie hox(es))

23. Riders to this Security Instrument, the coverages are Instrument. [Check applies bloom of the coverage and the coverage are the coverage a	covenants and agreem ad agreements of this	ents of each such rider sha	ed by Borrower and record  If the incorporated into and  f the rider(s) were a part	shall amend and
Adjustable Rate K	LOU.	ndominium Rider	2-4 Fan	nily Rider
Graduated Paymen	t Rider 🔲 Plan	nned Unit Development l	Rider	
Other(s) [specify]	Ox			
By Signing Below, Instrument and in any rider(s)	Borrower arcept; a	and agrees to the terms a	and covenants contained i	in this Security
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		LOUIS A ROCT	OLA COLA	(Seal)
		DOUB A ROOL	· · ·	
				———(Seal) —Borrower
		46		(Seal)
		17		-Borrower
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	(Care I	Relow This Line For Acknowledg		
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STATE OF ILLINOIS,	Cook	Cou	inty ss:	
I, t)	ne Undersigned	, a Notai	ry Public in and for said o	ounty and state,
do hereby certify that LOL	IS A ROCIOLA, A	SINGLE PERSON	C	Ö
	. personally k	nown to me to be the sam	ne person(s) whose name(	(s) / S
subscribed to the foregoing				
한 연속 취약하다 그리는 것	•	14		
signed and delivered the said	instrument as	(√S free and volum	itary act, for the uses and	purposes therein
set forth:		-14		
Given under my hand a	and official seal, this	20 day of	July . 198	<b>7</b>
My Commission expires:				
	" OFFICIAL	SEAL "	John a.	Mehl
	NOTARY PUBLIC, STA	MEHL {	Neighty Public	

COVENANTS BOTTOWER and Lenger Covenant and agree as follows:

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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits of accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Frinc's held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary : make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lancer. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately price to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of l'ayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applie it first, to fate charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable ur der paragraph 2; fourth, to interest due; and last, to principal due.

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 Borrow r makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any ier which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; 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 Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extender c verage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amoutts 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.

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, Porrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrowei.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does 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 proceed, 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 context agree in writing, any application of proceeds to principal shall context agree to 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 19 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.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or 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.

**JNOFFICIA** 

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had 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 Approach (a. windy specify to the interment) social 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this occurred; (d) cures any default of any other covenants or agreements; (e) pays all expenses incurred in enforcing this applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Seru ity instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any Borrower shall be given one conformed copy of the Note and of this Seen ity instrument.

Note are declared to be severable.

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 I as unent or the Mote Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security I as unent or the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security Listrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Listrument and the conflicting provision.

in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower of Londer when given as provided first class mail to Lender's address stated herein or any other address Lender designates by a otice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any mence to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Instructor shall be given by delivering it or by mesting it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

Paragraph 17 may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of rendering any provision of the Note or this Security Instrument unenforceat le according to its terms, Lender, at its option,

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights.

partial prepayment without any prepayment charge under the Note.

necessary to reduce the charge to the permitted limit; and (3) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may cheose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a connection with the loan exceed the permitted limits, if en (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

12. Loan Charges. If the loan secured by this Recurity Instrument is subject to a law which sets maximum loan

that Borrower's consent.

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 interest in the Property ande the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the Mr.es will be co-signing this Security Instrument only to mortgage, grant and convey 11. Successors and Assign. Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and concessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower who co-signs this Security

shall not be a waiver of or preciude the exercise of any right or remedy.

by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise noticy amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrowe, stall not operate to release the liability of the original Borrower or Borrower's successors in interest.

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

10. Born and the time for bearance. By Lender Not a Waiver. Extension of the time for payment or modification of an or interestion of the sums secured by this Security Instrument granted by Lender to any successor in modification of an or interestion of the sums secured by this Security Instrument granted by Lender to any successor in Unless bender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due.

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

paid to Borrower.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, are necessary, or for conveyance in lieu of condemnation, are necessary. shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspections. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

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THIS ADJUSTABLE RATE RIDER is made this 20TH day of JULY, 1988 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 MARENGO MORTGAGE CORPORATION

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

1406 ALDGATE COURT, WHEELING, ILLINOIS 60090

[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:

### A. INTEREST KATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.00%. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of AUGUST, 1993, and on that day every 60TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, moint rest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 year(s), 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 of w interest rate by adding TWO AND ONE HALF PERCENTAGE FOINTS (2.500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (2.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the pert Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal 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 great. then 12.000% or less than 6.000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than THREE PERCENTAGE POINTS (3.000%) from the rate of interest I have been paying for the preceding months. My interest rate will never be greater than 15.000%

(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 me 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 transferce as if a new loan were being made to the transferce; 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 fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

al 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.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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# ML# 0810329174

. 1988 THIS CONDOMINIUM RIDER is made this 20TH 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

### MARENGO MORTGAGE CORPORATION

(the "Lender")

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

1406 ALDGATE COURT, WHEELING, ILLINOIS 60090

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

THE ARLINGTON CLUB

[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.

CONDOMINAM 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 Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance Se long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on or Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of 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.

In the event of a distribution of hazard insirance 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 accepts of 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 pace, c. the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby risk and 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 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire 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 management and assumption of self-management of the Owners Association;
- or (iv) any action which would have the effect of rendering the public liability insurance of reage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Langer may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secures by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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THIS CONDOMINIUM RIDER is made this 20TH day of JULY , 1988, 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

#### MARENGO MORTGAGE CORPORATION

(the "Lender")

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

1406 ALDCATE COURT, WHEELING, ILLINOIS 60090

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

THE ARLINGTON CLUB

[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.

CONDOMIN'CM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Legior Jurther covenant and agree as follows:

- A. Condomirium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dies 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," them:
- (i) Lender waives the provision in 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 or a rage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of my lapse in required hazard insurance coverage.

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- 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 to damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any past of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby as is ned 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 9.
- E. Lender's Prior Consent, Borrower shall not, except after refice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other easualty 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 management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance core rage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Levid,, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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### UNGING BUILD A PELL CO407014

THIS CONDOMINIUM RIDER is made this 20TH day of JULY . 1988 , 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

#### MARENGO MORTGAGE CORPORATION

(the "Lender")

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

### 1406 ALDCATE COURT, WHEELING, ILLINOIS 60090

[Property Address]

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THE ARLINGTON CLUB

[Name of Condominium Project]

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- E. Lender's Prior Consent, Borrower shall not, except after notice to lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire 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 management and assumption of self-management of the Owners Association;
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- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Leaver may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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