PREPARED BY: PATSY WHITTINGTON D & N MORIGAGE CORP

JNOFFICIAL COMMONTIGACIE CORPORATION
SO 1 - S. MEW WILKE ROAD

RECORD AND RETURN TO:

SUITE 510

ROLLING MEADOWS, IL 60008

75999 €. NEW WILKE ROAD SUITE 510

ROLLING MEADOWS, IL 60008



LOAN# 20043379 RTGAGE

89104525

Ø 1 THIS MORTGAGE ("Security Instrument") is given on MARCH OI LAMPHIER, MURRED TO MARIHA M. LAMPHIER DIVORCED, NOT REMARRIED DIVORCED, NOT REMARKED

("Borrower"). This Security Instrument is given to E & N MORTGAGE CORPORATION

THE STATE OF MICHIGAN 5999ichis ONEWCWTERE CONDECTION 408, ROLLING MEADOWS, IL 60008 and whose address is

Borrower owes Lender the principal sum of FORTY ONE THOUSAND SIX HUNDRED AND NO/188

("Lender").

Dollar, (U.S.

). This debt is evidenced by Borrower's note dated the same date as this Security Instrume at Note", which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

secures to Lender: (a) the repayment of the debt ev dericed by the Note, with interest, and all renewals, extensions and modifications; (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 coverants 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

PARCEL 1: UNIT 13-A TOGETHER WITH ITS UNDIVIOED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE WALDEN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24764865, AS AMENDED FROM TIME TO TIME, IN THE NORTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH RANGE 10, FA'D OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPICE 121A, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DELINEATION AFORESAID RECORDED AS DOCUMENT NUMBER 24764865.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2, AS SET FORTH IN THE GRANT RECORDED AS DOCUMENT NUMBER 21218271, THE DECLARATION RECORDED AS DOCUMENT NUMBER 21218272, AS MODIFIED BY DOCUMENT NUMBER 21314077, AND AS CONFIRMED BY GRANT RECORDED AS DOCUMENT NUMBER 21314484, AS AMENDED BY DOCUMENT NUMBER 21324390.

PIN: 07-12-200-009-1002

paid earlier, due and payable on

DEPT-01

TH4444 TRAN 5885 33/89/89 13:52:00

***-89-104525** #2073 # D COOK AGUNTY REGARDER

[City]

which has the address of 912 PRAIRIE SQ UNIT 13

SCHAUMBURG

Illinois

60173

[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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

-6(IL) (600H)

	jaran and a same and a
Motary Public	₹ My Commission Expires Feb. 4, 1993 §
Dieme Downerd	Signiff of State Caldud VietoW
	My Commission expires: § Disne L. Bush
	}
day of MARCH , 1989	TZ[,,,,,,,,,,,, gid], Jess Jajoj jog bnad vm 19bnu navit)
	set louth.
free and voluntary act, for the uses and purposes therein	signed and delivered the said instrument as
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that	
ARIA (a) man second (s) me to be the same person(s) whose name(s).	
do hereby certify that SUSAN CORRADO, DIVORCED, NOT REMARRIED, LISA M. GUILLIT, DIVORCED, NOT	
, a Notary Public in and for said county and state,	$_{ m I'}$ _ LHE \(\text{ONDESCIONED}\)
County ss:	STATE OF ILLINOIS, COOK
.ss Mulio	STATE OF ILLINOIS.
Ox	
Acknowledgment}	anij zini wole8 Bece Below This Line Fo
WARTHA M. LAMPHIEK 7 80110Wei	BIGHIZ +++
WARTHA M. LAMPHIER (Scal)	OF WAIVING ANY AND ALL HOMESTEAD ***
The state of the s	***MARTHA M, LAMPHIER IS EXECUTING
TAC: LEMPHIER BOTTOWER	
(Seal)	
Bottom Aai	
(Iso2) XIIII	46
CORRADO CORRADO	1/3
(Seal)	4
AND MANUEL PROPERTY OF THE PRO	
BY SIGNING BELOW, Borrower a cepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.	
	Other(s) [specify]
Development Rider	
Rider 2-4 Family Rider	Adjustable 7.812 Rider Condominium
ון או זו נותר דומפר(ג) שפרפ א מאות טו נווה מכנינות ווואנו מוויפות.	ment the covenants and agreements of this Security Instrumen [Check applicable box(28)]
Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supple-	
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Ridera of this Security Instrument. If one or more riders are executed by Borrower and recorded together with this	
ment without charge to Borrower. Borrower shall pay any recordation costs.	
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instru-	
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.	
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of	
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	
graph 19 or abandonment of the Property and at any time	
•	attorneys' fees and costs of title evidence.
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	
date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security	
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 Defore the	
by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Porsesses of the cipt to estate acceleration and the right to assect in the foreclosure proceeding the non-existence	
that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured	
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)	
of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable haw provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c)	
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to 2-celeration following Borrower's breach	
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:	

UNIFORM COVENANTS BOTTOWER LENGTH COLOR AND AREA CONTROLLED STORY OF THE COLOR AND AREA OF THE COLOR AND AREA

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") 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 or 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 scrow 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 Funds held by I under is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in fall of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior 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 sum, secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2, fourth, to interest due; and last, to principal due.
- 4. Charges: Liers. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has refor ty 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 out above within 10 days of the giving of notice.

5. Hazard insurance. Borrower shall keep the improvements now existing of vereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that I ender 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 flandard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower 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 so rower. 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 so pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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 I ender 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.

the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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

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

balance shall be paid to Borrower.

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

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

or remedy shall not be a vaiver of or preclude the exercise of any right or remedy. made by the origing. Burrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand Lender shall no be required to commence proceedings against any successor in interest or refuse to extend time for of Borrower (1,2,1) not operate to release the liability of the original Borrower or Borrower's successors in interest. tion of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modifica-

Instrument or the Note without that Berrawer's consent. rower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security sonally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borgrant and convey that Borrower's inferst in the Property under the terms of this Security Instrument; (b) is not perthis Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, sions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provi-11. Successors and Asigns Bound; Joint and Several Liability; Co-algners. The covenants and agreements of this

be treated as a partial prepayment without any prepayment charge under the Note. owed under the Note or by making a direct payment to Bornwer. If a refund reduces principal, the reduction will ed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceedconnection with the loan exceed the permitted limits, then: (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 his Security Instrument is subject to a law which sets maximum loan

of paragraph 17. permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies ing any provision of the Note or this Security Instrument unenforciable according to its terms, Lender, at its option, 13. Legislation Affecting Lender's Rights. If enactment or circination of applicable laws has the effect of render-

when given as provided in this paragraph. rower. Any notice provided for in this Security Instrument shall be deemed to have b.er, given to Borrower or Lender be given by first class mail to Lender's address stated herein or any other address Lender by notice to Borto the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall by mailing it by first class mail unless applicable law requires use of anothy method. The notice shall be directed 14. Notices. Any notice to Borrower provided for in this Security in trument shall be given by delivering it or

ment and the Note are declared to be severable. the Mote which can be given effect without the conflicting provision. To this end the provisions or this Security Instruthe Note conflicts with applicable law, such conflict shall not affect other provisions of this Seci rity Instrument or jurisdiction in which the Property is located. In the event that any provision or clause of the security instrument or 15. Governing Law; Severability. This Security Instrument shall be governed by feece. I law and the law of the

hibited by federal law as of the date of this Security Instrument. sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is properson) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 17. Transfer of the Property or a Beneficial Interest in Be trower. If all or any part of the Property or any interest

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

ment by Borrower, this Security Instrument the pilitations out of hereby shall in the case of a releation under paragraphs acceleration had occurred. However, this right it reinstants in in the case of a releation under paragraphs and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstateas Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period 18. Bottower's Right to Reinstate. If Bottower meets certain conditions, Bottower shall have the right to have

13 Of 17.

CONDENICATIVATE RIDER

day of . 19 89 . THIS CONDOMINIUM RIDER IS made this THIS CONDOMINIUM RIDER is made this 1st day of March 19 89 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

(the "Lender")

D & N Mortgage Corporation of the same date and covering the Property described in the Security Instrument and located at

1912 Prairie Square, Unit 13, Schaumburg, IL 60173

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

Walden Condominium

(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.

CONDOMINANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender buther covenant and agree as follows:

- A. Condominium Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent floorgaments. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium (r) ject, (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, Solo ig as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on 'he 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," than:
- (i) Lender waives the proving in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard inspirance 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 exerage is provided by the Owners Association policy.

Borrower shall give I ender prompt notice of a sy lapse in required hazard insurance coverage.

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

- C. Public Liability Insurance, Borrower shall take unbactions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender
- D. Condemnation. The proceeds of any award or claim for capages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 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, A cot 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 emment domain
- (n) any amendment to any provision of the Constituent Documents if the prefixion is for the express benefit of Lender.
 - (iii) termination of professional management and assumption of self-management of are Owners Association;
- OF (is) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured as the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursemen, at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment

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

Lisa M. Gullett

- (Seal)

WAIP 8

Property of Cook County Clark's Office

391°4525

ADDINOU TO ADJUSTA LE BATA ADUNTED PAMENT 12 DES

(Fixed Rate Conversion Option)

THIS ADDENDUM TO ADJUSTABLE RATE RIDER OR GRADUATED PAYMENT RIDER is made this let day of March , 1989, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider or Graduated Payment Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note or Graduated Payment Note, with Addendum To Adjustable Rate/Graduated Payment Note, to

D & N Mortgage Corporation

(the "Lender")

and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

1912 Pretrie Square, Unit 13, Schaumburg, IL 60173 (Property Address)

ADDITIONAL COURNANTS. In addition to the covenants and agreements made in the Security Instrument and the Rider, Borrower and Lender further covenant and agree as follows:

FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Mined Rate

I have a Conversion Opt'on which I can exercise unless I am in default or this Section 5 (A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest ratelimits to the fixed rate calculated under Section 5 (B) telow.

The conversion can only take place on a date specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Optica, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so: (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder \$150.00; and (iv) I must sign and give the Note Holder any document; the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information.

8910,4525

Proberty of Cook County Clerk's Office

(C) New Payment

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If Borrower exercises the Conversion Option under the Note as stated in Section A of this Addendum To Adjustable Rate/Graduated Payment Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in the Rider shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows: /

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum To Adjustable Rate/Graduated Payment Rider.

Corrado

(Seal) Borrower

(Seal) Culle rower

(Seal) D. Lamphier

(Seal) -Borrower

Proberty of Cook County Clerk's Office

NOFFICIAL COP Years #200433797 ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 1st , 1989 , and is day of March 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 D & N Mortgage Corporation (the "Lender") of the same date and covering the property described in Rate Note (the "Note") to

the Security Instrument and located at:

1912 Prairie Square, Unit 13, Schaumburg, 1L 60173 [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 Jorther covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

%. The Note provides for changes in the interest rate and The Note provides for an initial interest rate of 9.375 the monthly payments, as 10%0v3:

4. INTEREST RATE AND MOSTHLY PAYMENT CHANGES

The interest rate I will pay may charge on the first day of April , 19 90 , and on that day every 12th month thereafter. Each date or which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest 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 1 year, as made available by the Federal Reserve Board. The most recent Index figure avangue as of the date 45 days before each Change Date is called the

If the Index is no longer available, the Note Hold r will choose a new index which is based upon comparable information. The Note Holder will give me notice of this racice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage points (2.75 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point 0.425%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the rext 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 greater than 10.375 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding incline months. My interest rate will never be greater than **%** . 13.375

(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 transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable 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.

Ferm 3108 3/85

Susph Corretto

Lisa M. Culle:

Lisa M. Culle:

Bottower

(Seal)

Bottower

(Seal)

Rate Rider.

BY SIGNING BELOW, Bortower accepts and agrees to the terms and covenants contained in this Adjustable

of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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