UNOFFICIAL GORY

69113576

DEPT-01

\$15.00

T#4444 TRAN 5889 03/15/89 10:19:00

#3325 # p *-89-113578

COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

Loan # 011353

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 27th 19 89 The mor's agor is

89113578

DAVID ALVA a. ARCELIA ALVA, HIS WIFE

("Borrower"). This Sect rity Instrument is given to HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA 255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108

, and whose address is

Borrower owes Lender the principal sum of Forty-seven thousand and NO/100 -

("Lender").

Dollar, (U.S.\$ 47,000.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrum int ('Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 15t, 2019

This Security Instrument secures to Lender: (a) the repayment of the delit videnced 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 Borro' 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

County, Illinois:

UNIT 3313 AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS TAPCEL'): LOTS 1 TO 5, BOTH INCLUSIVE, AND THAT PART OF OUT LOT 1 LYING WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE POINT ON THE NOW, THE LINE OF SAID OUT LOT 1, WHICH POINT IS 322 FEET WESTERLY OF THE NORTH EAST CORNER OF SAID OUT LOT 1, THE SOUTH O DEGREES 17 MINUTES 49 SECONDS EAST AT RIGHT ANGLES TO DESCRIBED NORTH LINE OF OUT LOT 1, A DISTANCE OF 128 FEET; THENCE SOUTH 39 DEGREES 42 MINUTES 11 SECONDS WEST AND PARALLEL WITH THE NORTH LINE OF SAU OUT LOT 1, A DISTANCE OF 179.63 FEET; THENCE SOUTH 34 DEGREES 42 MINUTES 17 SECONDS WEST, A DISTANCE OF 170.49 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID OUT LOT 1, ALL IN BARRINGTON SQUARE UNIT 3, BEING A SUBDIVISION OF PARAS OF THE NORTH EAST 1/4 OF SECTION 7 AND THE WEST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT A' TO THE DECLARATION OF CONDOMINI M (WNERSHIP MADE BY K-B BARRINGTON HOMES, INC., A CORPORATION OF ILLINOIS, RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 26, 1971 AS DOCUMENT 21725050, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE ABOVE DESCRIBED PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY 2.4. SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

PIN # 07-08-102-023-1123

which has the address of

1838 STOCKTON DRIVE, UNIT 3313

HOFFMAN ESTATES

(City)

Illinois

60195 [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

VMP MORTGAGE FORMS . (313)293-8100 . (800)521-729

Form 3014 12/83 Amended 5/87

-6F(IL) (8801)

UNOFFICIAL CO BROOWINGDATE ITTINOIS 00108 255 EAST LAKE STREET HOUSEBOLD KANK FED, A PEDERAL SAVINGS BANK RECORD AND BRIDRY TO: SHIRLEY SHUM
This Document Prepared By Commission Expires har 24, 1991 of gummummummer g Notary Public, State of Illinols Many E. Immen Given under my hand and official equalities. S7th February 68 61 day of set forth. signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before methis day in person, and acknowledged that betsonally known to me to be the same person(s) whose n me's) DAVID ALVA and ARCELIA ALVA, HIS WIFE, do hereby certify that a Notary Public in and los said county and state, STATE OF ILLINOIS County sa: [Space Below This Line For Acknowledgment] BOITOWEL (Seal) BOLLOWER (Scal) ARCELIA ALVA, HIS WIFE (Seal). AVJA GIVAG (Seal) Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrow gorrows and agrees to the terms and covenants contained in this Security Other(s) [specify] Planned Unit Development Rider Graduated Pavetent Rider Condominium Rider 2-4 Family Rider Adjustable Kare Rider Instrument, [Cheel, ar plicable box(es)]

supplement, the or venants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security In trument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Riders to this Security Instrument. If one or more riders are, executed by Borrower and recorded together with

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

Instrument 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 the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the receiver's bonds and reasonable attorneys, fees, and then to the sums secured by this Security Instrument. 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

but not limited to, reasonable attorneys' fees and costs of title evidence.

before the date specified in the notice, Lender at its option may require mineract payment, by Judicial proceeding, this Security Instrument, by Judicial proceeding, the feder shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, existence of a default or any other defense of Borrower to acceleration and foreclosure. It 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 inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-NON-DAIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower, prior to acceleration following Borrower's unites 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 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 secured by this Security in the original proceeding and the right to represent the proceeding the non-process of the right to represent a street secured by indicial proceeding and the right to represent the proceeding the right to represent the date of the right to represent the account the right to represent the account the right to represent the account to the right to represent the results and the results and the results are proceeding the results and the results and the results are accounted to the results and the results are results and the results are results and the results are results and results and results are results and results and results are results and results are

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requesting payment.

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

Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Lender's rights in the Property (such as a proceeding in bankruptey, 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect fee title shall not merge unless the Rights in the Property; Mortgage Insurance.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of he payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies, and 17 occods resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security lastrument impredictely prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security lastrument impredictely refer to the acquisition shall pass to Lender to the extent of the sums secured by this Security. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. Borrower abandons the Property, or does not answer within 30 days a notice from Lender 1121 the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the price as so repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 20 day period will begin 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, 'ne 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

carrier and Lender. Lender may make proof of loss if not made promptly by Borrow er.
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender recuir, s, Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrovier subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The 5. Hazard Insurance. Borrower shall keep the im, rov ements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extent ed coverage" and any other hazards for which Lender insured against loss by fire, hazards for which Lender for the continued against loss by fire, hazards for which Lender for the continued against loss by fire, hazards for which Lender for the continued against loss by fire, hazards for which Lender for the continued against loss by fire, hazards for which Lender for the continued against loss by fire, hazards for which Lender for the continued against loss by fire, hazards for which Lender for the continued against loss by fire, hazards for which hazards for the continued against loss by fire, hazards for which hazards for the continued against loss by fire, hazards for which hazards for the continued against loss by fire, hazards for which hazards for the continued against loss by fire, hazards for which hazards for the continued against loss by fire the continued again

of the giving of notice. 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 of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation, scured 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 of the secures from the holder of the lien an agreement of the lien or forfeiture of any part of the frequency or (c) secures from the holder of the lien an agreement of the lien or forfeiture of any part of the frequency or (c) secures from the holder of the lien an agreement of the lien and the secures from the holder of the lien and the secures from the holder of the lien and the secures from the holder of the lien and the secures from the holder of the lien and the secures from the holder of the lien and the secures from the holder of the lien and the secures from the holder of the lien and the secures from the holder of the lien and the secures from the holder of the lien and the lien and the secure of the lien and the lien and the secure of the lien and the li Borrower shall promptly discharge at y lien which has priority over this Security Instrument unless Borrower: (a)

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

paragraphs I and 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts payab e under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. 3) rrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prior if over this Security Instrument, and leasthold payments or ground rents, if any.

3. Application of 1 syments. Unless applicable law provides otherwise, all payments received by Lender under

application as a creed reainst the sums secured by this Security Instrument. any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately trier to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

Upon osyment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amount necessary to make up the deficiency in one or more payments as required by Lender.

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 Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any the due dates of the eserow items, shall exceed the amount required to pay the eserow items when due, the excess shall be, if the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, reporting service shall not be a charge for purposes of the preceding sentence. 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 Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

basis of current data and reasonable estimates of future escrow items. 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 passes of insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the one-twelfth of; (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly the principal of and inferest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote.

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 Mote, until the Mote is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due

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

UNOFFICIAL COPY

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the 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.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amo station of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a reements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) it co signing this Security Instrument only to mortgage, grant and convey that Borrover's interest in the Property under the turn's of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and Courses that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any ears already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to noke this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refuno reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, 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

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Inst. ument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrume it or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

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

If Lender exercises this option, Lender shall give 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

THIS CONDOMINIUM RIDER is made this 27th day of February, 19 89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the , 19 "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK

(the "Lender")

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

1838 STOCKTON DRIVE, UNIT 3313, HOFFMAN ESTATES, ILLINOIS

[Property Address]

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

BARRINGTON SQUARE I

[Name of Condominium Project]

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

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender furthe, co enant 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) 1/2-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and accessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazarr 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 insurance, proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds anable 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 ections 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 camages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pirt of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby ass gred 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, extent 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 receision 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 coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Len er 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 interes 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.

David alva	(Scal)
DAVID ALVA C. Q.	-Borrower
ARCELIA ALVA, HIS WIFE	(Seal)
	(Seal)
	-Borrower
	(Scal)
	-Borrower

(Sign Original Only)

or

Concluded to being

ECKETTERE STORE FEB., A. PEDEIME SAVINGS BANK

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PARA SECTION DRIVER, CHITCHILL HORFERN ESERVES, THIRDIE SOISS

Proglatic (margo:41)

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THE RELATION CONTRACTOR

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day of THIS CONDOMINIUM RIDER is made this February 27th 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

HOUSEHOLD BANK feb, A FEDERAL SAVINGS BANK

(the "Lender")

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

1838 STOCKTON DRIVE, UNIT 3313, HOFFMAN ESTATES, ILLINOIS 60195

[Property Address]

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

BARRINGTON SQUARE I

[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.

CONDOMINUAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further or venant and agree as follows:

- A. Condomini in Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Document. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (11' b) -laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and sessments 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 in 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 pro is or 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 Uni orm 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 insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceed payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, 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 Instrum in 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 (1, 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 or erage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Le. c., 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 intere t 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.

DAVID ALVA a. a.	(Seal
DAVID ALVA Q. Q.	-Borrowe
ARCELIA ALVA, HIS WIFE	-Borrowe
	(Seal)
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(Sign Original Only)

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CONDINITION OF OVENAMES, in audition to the covename and agreements made in the Security like, ment, Barrawer and lender techoe devenant and agree as followin

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- h. divend insurence. So tour in the Owners Aisounded maintains, while graceally are opted insurance carrier, a or "blacker" policy on the condominion Project which is satisfactory to Length which provides insurance to be answered for the period, and against the barards Louder required, included barards included within the tenn "leavended common," thous
- (i) sender waives the province in Unit on Coverain 2 torstoe may the agreent to Lender of one exclifting f the racey incoming incomfuncies for backed become one the Proposity and
- ed). Bosnines 's oblige non under Engloyn Covangne to main ain hazard insurance coverage on the Property is decided and dold to the extent that the response coverage is provided by the Averagiation policy;

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- 11. Public Labitity hoursmen. I prown shall take rack within as may as reasonable to inside that the Owners Association maintains a public handle, in uncrear policy weapraine in Paris, amount, and overit of coverage to Lender.
- D. Combinisation, The processes of the award or elementary direct or consequential, playably to Biggiower in counsetion with an condemnation or one taking of the easy part of the Property, whether of the inition of the commen cluments, or for any course an mea or condens after ne believe assigned and shall be paid to Lander. Such proceeds shall be applied by Lender to the occur secured by the Security Insuranting as proyided in Uniform Covenant R.
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- (iv) any a present the cortain been the effect of sourdering the positic liability insurance deverage maintained by the Owner. Associatio, processible to I ender
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