RECORDING REQUESTED BY WORLD SAVINGS AND LOAN ASSOCIATION

89372395

WALTON C. GREEN AND JEANNE R.

WHEN RECORDED MAIL TO: WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION

2420 West 26th Avenue Denver, Colorado 80211

GREEN, HIS WIF

ATTENTION: DOCUMENTATION DEPARTMENT (Space Above This Line for Recording Data) LOAN NO. 59-11421-5 MORTGAGE MORTGAGE THIS IS A FIRST THIS MOP' GAGE ("Security Instrument") is given on JULY 26, 1989

("Borrower"). This Security Instrument is given to WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION AND/OR ASSIGNS, which is organized and existing under the laws of the United 

The mortgagor is

\$100,800.00 Dollars (U.S.

This debt is evidenced by Borrower's note dated the same different his Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 01, 2019 . Instrument secures to Lender: (a) the repayment of the debt evidence by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, allyanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenant, and regreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located COOK County, Illinois:

SEE EXHIBIT "A" ATTACHED, INCORPORATED HEREIN BY REFERENCE

REAL ESTATE INDEX NUMBER:

18-19-300-020 18-19-300-035 18-19-307-003 18-19-307-004

which has the address commonly known as:

124 CARRIAGEWAY DRIVE, #8110 BURR RIDGE, IL 60521

("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. Horrower 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.

Form 3014 12/83

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OT BEM GRONDER WAILTON WORLD SAYINGS AND LOAD ASSOCIATION. A PEDERAL SAYENGS AND LOAN ASSOCIATION

> 2420 West 26th Avenue Denver, Colorado 80214

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WORLD SAVINGS AND LOAN ASSOCIATION a Federal Savings and Loan Association

LOAN	NO	59-11421-5
COMM	1101	

Unit Number B-110 and Parking Spaces Numbers B-9 and B-10 in the Carriage Way of Burr Ridge Condominium, as delineated on the survey of a portion of the following property:

#### Parcel 1:

Part of Lot "B" in Carriage Way, being a Subdivision of part of the Southwest 1/4 of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southwest 1/4 of said Section 19 in Cook County, Illinois, which survey 13 attached as Exhibit "C" to the Declaration of Condominium recorded as document runbar 87607850, as amended from time to time, together with their undivided perconcage elements.

#### Parcel 2:

SCOOK COUNTY CARTS OFFICE Easement for ingress in agress for the benefit of Parcel 1, as created by the Declaration of Easement recorded as document numbers 20132354 and 20158531.

प्रभावत्त्व । प्रभावत्त्रप्रणात्राच्याः । सम्बद्धाः स्थापितः स्थापितः स्थापितः । स्थापितः स्थापितः । स्थापितः । प्रभावत्त्रम् । प्रभावत्त्रम् । स्थापितः स्थापितः स्थापितः । स्थापितः स्थापितः । स्थापितः स्थापितः स्थापितः

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reducering payment

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

end) and other states of the paragraph of the state of the

Lender may take action under this paragraph 7. Lender does not have to do so. інзілитені, арреалид ін соигі, раўнад геазонаріс айотвеуу бесь анд епістів он ійс Ріоретіу іс піяке гераих. Айбоцді in the Property. Lender's actions may include paying any sums secured by a fien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right covernants 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

and the section of Lender's Rights in the Property; Mortgage insurance. aft michael of elial iswerioff H tee title shall not merge unless Lender agrees to the merger in writing.

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 fille to the Property, the leasehold and

6. Preservation and Muntenance of Property: Leascholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition under paragraph 19 the Property is acquired by Lender. Borrower's right to any insurance policies and priceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums seem id by this Security positione the date of the monthly payments referred to in paragraphs. Land 2 or change the amount of the payments. It

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

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use they occeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. He of day period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If of the Property damaged, if the restoration or repair is economically sessible and Lender's security is not lessened. If the

Unless Lender and Bortower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borro wer

Lender shall have the right to hold the policies and renewals. It Lender requires, Borrower shall prompily give to Lender all receipts of paid premiums and tenewal notices. In the event of lass, Borroy et shall give prompt notice to the insurance All meutance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause

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insurance carrier providing the insurance shall be chosen by Borlower subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the anicunits and for the periods that Lender requires. The

5. Havard Insurance. Borrower shall keep the uppro ements now existing or hereafter erected on the Property manner loss by fire, hazards included within the tern. "Atended coverage" and any other hazards for which Lender

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evendentifying their from the fight of any state of the leaf of the section of the senting and the first of the prevent the enforcement of the lien of forfeiture, if my part of the Property; or (c) secures from the holder of the hear any part of the may part of the satisficatory to I ender subordinating the lien to this Security Instrument. It Lender determines that any part of the Property is subject to a hen which may altain profits over this Security Instrument, Lender may give Horrower a faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good

Borrower shall prompily discharge a 15 hen which has priority over this Scourity Instrument unless Borrower (n) receipts evidencing the payments. to be paid under this paragraph. If her ower makes these payments directly, Borrower shall promptly furnish to Lender

pay them on time directly to the he same owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligation is in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs I and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amount playing under paragraph 2; fourth, to interest due; and last, to principal due 4. Charges; Liens. Software shall pay all taxes, assessments, charges, fines and impositions attributable to the principal due.

application as a credit grainst the sums secured by this Security Instrument

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

any Funds held of Lender Wunder paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later Upor a ginent in full of all sams secured by this Security Instrument, Lender shall promptly refund to Borrower

annount mecessary to make up the deficiency in one or more psymens as required by Lender.

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Horrower's option, either prompily repaid to Horrower or credited to Borrower on monthly payments of Funds. If the 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

this Security Instrument

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to florrower, without charge, in annual accounting of the Funds showing credits and debus to the Funds and the requires interest to be paid. Lender shall not be required to pay florrower any interest or earnings on the Funds. Lender Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may agree in writing that 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. sinte agency (including Lender if Lender is such an institution). Lender shall apply the burder of pay the eserow nems The Funds shall be held in an institution the deposits of accounts of which are insured or guaranteed by a federal or

emais of current data and reasonable estimates of future eserow items.

one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly insaminance premiums; and (d) yearly insaminate insurance premiums; and (d) yearly insurance premiums; and (d) yearly insurance premiums; and (d) yearly mortgage insurance premiums; it any Those items are called "escrow items." Lender may estimate the Funds due on the to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note 1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due

LANDRAI COSTANTS Borrower and Lender covenant and agree as follows:

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 settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due drie 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 amor izr tion of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy

11. Successors and Assign Bould; 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 agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; at a 'c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with egard 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 (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may che to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a requel reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

paragraph 17

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

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

NON-UNIFORM 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 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 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 juducial 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 sures secured by this Security Instrument.

21. Refeas. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower Shall pay any recordation costs.

22. Walver of Hamestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the or equats and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the cider(s) were a part of this Security Instrument. [Check applicable box(es)]

X Adjustable Rate Rider		erX Owner Occupancy Rider
Graduated Payment Rider	Fixed Rate Rider	Quick Qualifying Rider
Condominium Rider	2-1 Vamily Rider	
Other(s) [specify]	TC	
DV SIGNING RELOW Borrower to	courts and surges to the to make of covertants	contained in this Security Instrument and in
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NOTARY ACKNOWLEDGEMENT ATTACHED AS EXHIBIT "B"

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JEANNE P. CREEN

124 CARPIAGEWAY DRIVE, #B110 MAILING ADDRESS

PURR RESGE, T. (CCC) CLTY, STATE, 218

STATE OF ILLINOIS COUNTY OF JSS.	
	fore me, the undersigned, a Notary Public in and I
personally appeared Logiton C GR	EEN AND CLEANNE
GREEN, his wife	/)
TRUENT, IN WOOD	
personally known to me, or proved to me on the basis of satisfactor	y evidence, to be the person(s) whose name(s). $\mathcal{L}$
subscribed to the within instrument and	Hiell acknowledged that 12
executed the same.	
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Notary Public in and for Said County and State	MY GOMMISSION FIRST 9/1/92
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(INDIVIDUAL) STATE OF ILLINOIS	
COUNTY OF]ss.	
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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

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# RECORDING REQUESTED BY AN FFICIAL COPY ( )

WORLD SAVINGS AND LOAN ASSOCIATION.
A FEDERAL SAVINGS AND LOAN ASSOCIATION

2420 WEST 26TH AVENUE DENVER, COLORADO 80211

ATTENTION: Documentation Department

LOAN NO. 59-11421-5

#### ADJUSTABLE RATE RIDER TO SECURITY INSTRUMENT

ILLINOIS

\$100,800,00

DATE: JULY 26, 1989

ADJUSTABLE TATE MORTGAGE LOAN. The Note secured by the Security Instrument, as hereinafter defined, to which this Rider is attached contains provisions which may result in adjustments in the interest rate, in the monthly payment amount, and in the unpaid principal balance of the Note.

FOR VALUE RECEIVED, the undersigned ("Borrower") agrees that the following provisions shall be incorporated into the Mortgage ("Security Instrument") of even date which was executed by Borrower and which creates a lien in favor of World Savings and Loan Association, A Federal Savings and Loan Association ("Lender") to which Security Instrument this Rider is attached. To the extent that the provisions of this Rider are inconsistent with the provisions of the Security Instrument, the provisions of this Rider shall prevail and shall supersede any such inconsistent or visions of the Security Instrument. Except to the extent modified by this Ride, and other rider(s), if any, the provisions of the Security Instrument shall remain in full force and effect,

- 1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Paragraph 1 of the Security Instrument is amended to read in its entirety as follows:
  - "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 rote, and the principal and interest on any Future Payances (as hereinafter defined) secured by this Security Intrument."
- 2. APPLICATION OF PAYMENTS. Paragraph 3 of the Security Instrument is amended to read in its entirety as follows:
  - "3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to interest which became due during the month for which payment is being made; second, to amounts payable under Paragraph 2; third, to any unpaid interest which became due previously and was added to the principal balance of the Note ("Deferred Interest"), and finally, to the principal of the Note. Payment shall be made in lawful currency of the United States of America."
- 3. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Paragraph 6 of the Security Instrument is amended to read in its entirety as follows:
  - "6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall not destroy, damage or substantially change the Property or 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

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with specific reference to PUD's or Condominiums, in addition to Paragraph 5 ("Hazard Insurance") of this Security Instrument, so

#### (3) Hazard Insurance

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

(c) termination of professional management and assumption of professional management and

Documents if the provision is for the express benefit of Lender; (b) any amendment to any provision of the Constituent

(a) the abandonment or termination of the PUD or 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;

The Borrower shall not, except after rocice to Lender partition or subdivide the Property or consent to:

#### (S) render's Prior Consent

The Borrower shall take such action 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.

#### (1) Public Liability Insurance

#### Common PUB and Condominium Orligations .3

Borrower shall perform all or Borrower's obligations under the Condominium, project's Constituent Bocrower's obligations under the Condominium project's Constituent Bocuments. The "Constituent Documents" are the Condominium project; (ii) beclaration or any other document which creates the Condominium project; (ii) by-laws; (iii) code of regulations; (iv) other equivalent documents; (v) articles of incorporation; and (vi) covenants, conditions and restrictions. Articles of incorporation; and (vi) covenants, conditions and restrictions. Borrower shall promptly pay, when due, if dues and assessments imposed pursuant to the Constituent Bocuments.

("Condominium"), the Property includes, but is not limited to, such unit in a condominium ("Condominium"), the Property includes, but is not limited to, such unit in the Condominium project, together with an undivided interest in the common elements of the Condominium project. If the Owners Association or other entity which acts for the Condominium project ("Owners Association") holds title to Property for the Donners or shareholders, the Property also for the Donners or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

#### B, Condominium Obligations

shall perform all of Borrower's obligations under the PUD's coverants, codes, restrictions and Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any hy-laws or other rules or regulations of the Owners Association, Borrower shall promptly pay meen away all dues and assessments imposed pursuant to the Constituent Documents.

development ("PUD"), the Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities as described in the PUD Agreement or any other document which creates the PUD ("Declaration"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD ("Jwners Association") and the uses, proceeds and benefits of Borrower's interest.

#### A. Planned Unit Development Obligations

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fee title to the Property, there will be no merger of the fee title and leasehold without Lender's prior written

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long as the Owners Association maintains, with an insurance carrier reasonably

long as the Owners Association maintains, with an insurance carrier reasonably acceptable to Lender, a "master" or "blanket" policy on the PUD 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:

(a) Lender waives the provision in Paragraph 2 ("Funds for Taxes and Insurance") of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property;

(b) Borrower's obligation under Paragraph 5 ("Hazard Insurance") of this Security Instrument, 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;

(c) Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage;

(d) 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 Condominium unit or to common elements thereof, or whether to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to Borrower.

#### (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 the common elements of the Condominium, or the common areas and facilities of the PUD, 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 this Security Instrument as provided in Paragraph 9 ("Condemnation").

#### (5) Remedies

If Borrower does not pay all Condominium or PUD dues and assessments in full when due, Lender may then or thereafter exercise all remedies provided under this Security Instrument or Lender, at its sole option, may elect to pay such dues and assessments. As amounts paid by Lender under this paragraph shall become the Borrower's additional debt 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 then applicable Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment."

- 4. LEGISLATION AFFECTING LENDER'S RIGHTS. Paragraph 13 of the Security Instrument is amended to read in its entirety as follows:
  - "13. Legislation Affecting Lender's Rights. If enactmers 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."
- 5. GOVERNING LAW; SEVERABILITY. Paragraph 15 of the Security Instrument is amended to read in its entirety as follows:
  - "15, Governing Law; Severability. The loan secured by this Security Instrument is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Security Instrument or the Note or any other notes or obligations secured by this Security Instrument is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs,

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clauses or provisions of this security instrument of the Note or other notes or obligations secured by this Security Instrument."

- 6. DEFAULT AND ACCELERATION. Time is of the essence hereof. Upon failure to pay any payment when due or to perform any obligation, covenant, or agreement in the Note, in the Security Instrument, in other security instruments which secure the Note, or in any other document executed by Borrower to induce Lender to make the loan evidenced by the Note, or if any statement made by Borrower in any such document is false or misleading, then Borrower shall be in default under the Note and all principal and accrued interest shall, at Lender's option and without notice, become immediately due and payable in full. Reference is made to the Security Instrument for rights as to the acceleration of the indebtedness evidenced by the Note, including Paragraph 17 which is amended in its entirety as follows:
  - "17. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. If all or any part of the Property or an interest therein is sold or transferred (or if a teneficial interest in Borrower is sold or transferred and Porrower 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. If Borrower fails to pay such sums immediately upon the demand of Lender, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 19 hereof. However, this option shall not be exercised by Lender if exercise is prohibited by federal law 20 of the date of this Security Instrument. Lender shall nove waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Security Instrument shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Security Instrument and the Note."

NOTWITHSTANDING ANYTHING CONTAINED IN THE SECURITY INSTRUMENT TO THE CONTRARY, LENDER SHALL NOT EXERCISE ITS RIGHTS TO DECLARE ALL SUMS DUE IN THE EVENT OF SALE OR TRANSFER OF THE PROPERTY WHICH FIRST OCCURS (AND ONLY SUCP FIRST OCCURRING SALE OR TRANSFER) FOLLOWING THE DATE OF THE NOTE, PROVIDED: (1) 50CH SALE IS TO A BUYER WHOSE CREDITWORTHINESS HAS BEEN APPROVED IN WRITING BY LENDER; (2) LENDER RESERVES THE RIGHT TO REQUIRE THE BORROWER'S SUCCESSOR IN INTEREST TO PAY THE MAXIMUM ASSUMPTION FEE ALLOWED BY APPLICABLE LAW AT THE TIME OF SUCH SALE OR TRANSFER, BUT IN NO EVENT SHALL SUCH FEE BE GREATER THAN ONE PERCENT OF THE OUTSTANDING FRINCIPAL BALANCE OF THE LOAN AS OF THE DATE OF THE SALE OR TRANSFER; (3) NO PREVIOUS SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST THEREIN (OR OF A BENE' ICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL PERSON) HAS OCCURRED FOLLOWING THE DATE OF THE NOTE; (4) THE BUYER HAS EXECUTED A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY LENDER, WHICH SHALL PROVIDE THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THE SECURITY INSTRUMENT SHALL BE AT THE THEN CURRENT ADJUSTED RATE AS SET FORTH IN THE NOTE; (5) THE INTEREST RATE CAP OF THE NOTE SHALL BE CHANGED TO AN INTEREST RATE CAP WHICH IS THE SUM OF THE EXISTING INTEREST RATE AS ADJUSTED PLUS FIVE PERCENT (5%) OR THE INTEREST RATE CAP AS SET FORTH IN THE NOTE, WHICHEVER IS GREATER.

7. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's sole option prior to the release of the Security Instrument may make future advances ("Future Advances") to Borrower. Such Future Advances, with interest thereon, shall be secured by the Security Instrument when evidenced by promissory notes stating that said notes are secured thereby. SUCH FUTURE ADVANCEMENT SHOULD NOT EXCEED 125% OF THE ORIGINAL PRINCIPAL AMOUNT.

ADVANCEMENT SHOULD NOT EXCEED 125% OF THE ORIGINAL PRINCIPAL AMOUNT.

8. INJURY TO PROPERTY. All of Borrower's causes of action, whether accrued before or after the date of the Security Instrument, for damage or injury to the Property or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with or affecting said Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to

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Failure to pay any negroes when an any agreement in the hote, in the house and any agreement in the hote, in the house and any which secure the hote, or in any its attender to make the loan evidence; and the hotelesses in the animal hotelesses in the decrease and all plant and opposite the first bound of the house and without notice, here and without the house and security and all the first each to the house and of the endanced by the language of the endances and collows:

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STATEMENT OF OBLIGATION. Lender may collect a fee of fifty dollars Lender shall request. any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as appear in and prosecute in Lender's own name any action or proceeding to enforce Lender; and the proceeds thereof shall be paid to Lender, who, after deducting therefrom all of Lender's expenses, including reasonable attorney's fees, may apply such proceeds to the sums secured by the Security Instrument or to any moneys so received deficiency under the Security Instrument or may release any moneys so received by Lender or any part thereof, as Lender may elect. Lender may, at its option, any leader or any part thereof, as Lender may elect.

obilgation secured by the Security Instrument. (\$5.00) or such other maximum amount as from time to time is allowed by law for furnishing any statement of obligation, tender's demand or any other statement regarding the condition of or bisince owing under the Note or any other note or regarding the condition of or bisince owing under the Note or any other statement.

action is thereafter commenced by one such person, the other person may assert in an answer the ordense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting a claim fould at the time of filing an answer be barred by the applicable statute of timitations. any applicable law, regulation or procedure which substantially provides that, where cross-demands for money have existed between persons at any point in time when neither denand was barred by the applicable statute of limitations, and an another neither denand was barred by the applicable statute of limitations, and an another and so the statute of limitations. agains: Lender; and in respect to the indebtedness now or hereafter secured hereby, borrower waives, to the fullest extent permitted by law, the benefits of 10. OFFSET. No indebtedness secured by the Security Instrument shall be deemed to have been offset or to be offset or compensated by all or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have unliquidated, which

right, at Lender's option and without prior notice, to declare the indebtedness secured by the Security instrument, irrespective of the maturity date specified in the Note or in this Rise, immediately due and payable. representations and disclosures in order to induce Lender to make the loan evidenced by the Mote; and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender shall have the MISREPRESENTATIONS OR NONDISCLOSURE. Borrower has made certain written

12, PARAGRAPH HEADINGS. Peragreph neadings are for the convenience of the parties only and are not to be used in interpreting or construing this Rider.

IN WITNESS WHEREOF, the undersigned has executed this Rider on the

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(1005) DEANNE R. GREEN ((Pac)

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BURR RIDGE, IL 60521

124 CARRIAGEWAY DRIVE, #B110

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City, State, Zip Code

**MOTARY ATTACHED** 

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Notary Public in and for said County and State

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Accordingly, in the event the secured property is not occupied, within the time period set forth above, as the primary residence of the Owner(s), the holder of the Note may, at its option, (a) declare all sums secured by the Security Instrument to be immediately due and payable, or (b) effective upon Security Instrument to be immediately due and payable, or (b) effective upon

,zəitməqomq property is not occupied as the primary residence of the Owner(s); and, if and when Lender makes a loan on non-owner-occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied typically require that properties securing loans be owner-occupied; Lender's ability to sell a loan (which it often does in the ordinary course of business) will be impaired because the risks involved and the costs of holding and administering a loan are often higher in the case of a loan where the secured would be owner-occupied, Borrower further acknowledges that, along other things, purchasers of loans (including agencies, associations and corporations things, purchasers of loans (state governments for the purchase of loans) created by the federal and state Borrower acknowledges that Lender would not have agreed to make the loan unless the secured property was to be owner-occupied and that the interest rate set forth on the face of the Mote and other terms of the loan were determined as a result of Borrower's representation that the secured property

("Owner"). recordation of the Security Instrument, as the primary residence of the person or persons holding title to the secured property or owning the property. As an inducement for Lender to make the loan socured by the Security Instrument, Borrower has represented to Lender that the secured property will be occupied, within thirty (30) days following securation of the Security instrument and during the twelve (12) month ported immediately following instrument and during the twelve (12) month ported immediately following

#### 1. Owner-Occinancy

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into the MORTGAGE ("Security Instrument") of even date to which this Rider is attached as well as the note ("Note") which said sccurity Instrument secures. To the extent the provisions of the Security provisions of the Security provisions of the Security instrument or Note, the provisions of this Rider and inconsistent with the provisions of the Security such inconsistent provisions.

DATE: JULY 26, 1989

LOAN NO. 55-11421-5

OWNER-OCCUPANCY MODIFICATION TO NOTE AND RIDER TO SECURITY INSTRUMENT

DENNER' CO 80311 SAZO WEST ZETH AVENUE

WORLD SAVINGS AND LOAN ASSOCIATION

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DATE: 311. V 26: 1989

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written notice to the owner(s) within twelve (12) months after recordation of the Security Instrument Increase the Initial Interest rate then applicable PURSUANT TO THE TERMS OF THE NOTE AND SECURITY INSTRUMENT, ON ANY SUMS OWING UNDER THE NOTE, TO AN INTEREST RATE WHICH IS THREE PERCENT(3,000) GREATER THAN THE AFORESAID THEN APPLICABLE INTEREST RATE, FOR THE REMAINING TERM OF THE NOTE, AND THEREAFTER MODIFY THE MONTHLY INSTALLMENTS PURSUANT TO THE TERMS OF THE NOTE AND SECURITY INSTRUMENT TO PERMIT AMORTIZATION OF THE LOAN AT SUCH NEW RATES BY THE END OF THE ORIGINAL TERM.

The rights of Lender hereunder shall be in addition to any other rights of Lender under the Note and Security Instrument or allowed by law.

rights of Lender under the Note and Security Instrument or allowed by law.	
2. Misrepresentation or Nondisclosure	
Borrower has made certain written representations and disclosures order to induce Lender to make the loan evidenced by the Note or notes which to Security instrument secures, and in the event that Borrower has made a material misrepresentation or failed to disclose any material fact, Lender, its option and without prior notice, shall have the right to declare to indebtedness secured by the Security Instrument, irrespective of the maturical date specifies in the Note or notes, immediately due and payable. ************************************	he ny at he
IN WITNESS WHEREOF, THE BORKOWER HAS EXECUTED THIS RIDER ON THE	
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Jallan C. Freen 18 115 T. 1866 1	
LTON C. GREEN (See1) JEANNE P. GREEN	Seal)
(Seal)	Seal)
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124 CARRIAGEWAY DRIVE, #B110

Mailing Address

BURR RIDGE, IL 60521

City, State, Zip Code

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)

INDIVIDUAL

NOTARY ATTACHED.

PURSUANT TO THE TERMS OF THE NOTE AND SECRETT FATT IN A PROPERTY OF THE PUBLIC TO AN INTERPRETATION OF THE NOTE AND SECRETTY OFFICERITY OF THE PUBLIC TO AN INTERPRETATION OF THE AFORESATO THEN APPLICABLE INTERPRETATION OF THE AFORESATO THERESAFTER MODIFY THE MONIMALY INSTALLARMY OF AND THERESAFTER MODIFY THE MONIMALY INSTALLARMY OF AN INTERPRETATION OF THE ORIGINAL TERM.

NEW FATES BY THE SUD OF THE ORIGINAL TERM.

The Committee of the Co IN WITHESS WHEREOF, THE BORROWER HAS EXECUTED THE TO YAG County WALTON C. GREEN DEANNE 9. OFFISH 124 CARRIAGENAY DRIVE, #8110 ्रतान्त्र । सा , सम्पान गर्ना INDIVIDUAL

# UN: HIMFHENDIRY LORNOWLEGE (FOR P)

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Jones R. Green	-, Committee
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personally known to me, or proved to me on the basis of satisfact	tory evidence, to be the person(s) whose name(s)
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