This instrument was prepared by: JENNIFER DEMIRO

[Name]

, whose address is

MIDWEST MORTGAGE SERVICES, INC.
[Address]

1901 SOUTH MEYERS ROAD, SUITE 300 OAKBROOK TERRAGE, IL 60181

THIS MORTGAGE is made this 26th day of OCTOBER ,1990 , between the Mortgagor,
MANUFACTURERS AFFILIATED TRUST COMPANY SUCCESSORS TO AFFILIATED BANK/WESTERN NATIONAL, FURTHER
KNOWN AS FSB, FIRST STATE BANK OF FRANKLIN PARK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED SEPTEMBER
24, 1985, AND KNOWN AS TRUST NUMBER 1108.

(herein "Borrower"), and the Mortgages,

FIRST CHICAGO BANK OF OAK PARK

, a corporation organized and

cxisting under the law of THE STATE OF ILLINOIS
1048 WEST LAKE TREET OAK PARK, IL 60301

(herein "Londer").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 75,000.00 , which indebtedness is evidenced by Be rrower's note dated OCTOBER 26, 1990 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on NOVEMBER 1, 2005 ;

TO SECURE to Lender the repartment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK.

State of Illinois:

LOT 5 IN BURR OAKS GLEN UNIT 3, LEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 31, NOWEHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS A SECOND MORTGAGE

TOADTHOM GNOODE A BECKINY

90555582

TAX ID #: 18-31-105-005-0000

which has the address of

11775 BRIARWOOD COURT

[Street]

BUFR RIDGE

Illinois

60525

(herein "Property Address");

[City]

[XIP Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rightle, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the Gregoing, together with said property (or the teaschold extate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Londer on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Page 1 of 4 VMP MORTGAGE FORMS - (212)292-8100 - (800)921-7291 Porm t

-78(IL) (8812)

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provisions or pungraph; to nector, our covenients and agreements or porrower situ or joint and several. Any Borrower who co-signing this Mortgage, only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, (b) is not personally liable on the Note or under this Mortgage, on the Mortgage on the Property, forbest, or make any other and (c) agrees that Lender and any other Borrower's foreigned to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. or preclude the exercise of any such right or remedy.

It. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs are all the forms of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several.

commence proceedings against such successor or refuse to extend time for payments and Borrower's successors in interest. Any formation of any degrade to extend time for payments and Borrower's successors in interest. Any fortended by this Mortgage by reason of any degrade herounder, or otherwise afforded by applicable law, shall not be a waiver of corbestrate by concising or pay right or remedy herounder, or otherwise afforded by applicable law, shall not be a waiver of or otherwise by concising of any right or remedy herounder, or otherwise afforded by applicable law, shall not be a waiver of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the itability of the original Borrower and Borrower's successors in interest. Lender shall not be required to

10. Borrower Not Released; Forbearance By Leader Not a Walver. Extension of the time for payment or modification of over this Mortgage.

condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority

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

Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the 8, Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that

Lender to incur any expense or take any action hereunder. shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing containst in this paragraph 7 shall require

indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to the terms of payment, such amounts Any amounts disbursed by Londer pursuant to this paragraph 7, with interest thereon, it "is Note rate, shall become additional

insurance terminates in accordance with Borrower's and Lender's written agreement or applicative law.

Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option,

7. Protection of Lender's Security. If Borrower fails to perform the covarants and agreements contained in this Mortgage, or constituent documents. condominium or planned unit development, the by-laws and regulature of the condominium or planned unit development, and

with the provisions of any lease if this Mortgage is on a leasely id. It this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations unider the declaration or covenants creating or governing the keep the Property in good repair and shall not commit waste or partiit impairment or deterioration of the Property and shall comply

6. Preservation and Maintenance of Property; Leaseholds) Condominiums; Planned Unit Developments. Borrower shall apply the insurance proceeds at Lender's option either to reach a claim for insurance property or to the sums secured by this Mortgage.

If the Property is abandoned by Borrower, or if Universells to respond to Lender within 30 days from the date notice is mailed

made promptly by Borrower. In the event of loss, Borrower shall give ore input notice to the insurance carrier and Lender, Lender may make proof of loss if not

over this Mortgage.

and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a tien which has priority shall include a standard mortgage clause in myor of and in a form acceptable to Lender, Lender shall have the right to hold the policies

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably which All insurance policies and renewals thereof shall be in a form acceptable to Lender and and for such periods as Lender may require.

loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts

attributable to the Propersy which may attain a priority over this Mortgage, and lesseshold payments or ground rents, if any, 5. Hazard Insurance Berrower shall keep the improvements now existing or hereafter erected on the Property insured against to make payments when this. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions mortgage, deed of trust or other security agreement with a tien which has priority over this Mortgage, including Borrower's covenants

4. Prior Morgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any hereof, then to interest payable on the Note, and then to the principal of the Note,

paragraphs 1 and 2 horoof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and

credit against the sums secured by this Mortgage.

If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

make up the deficiency in one or more payments as Lender may require.

taxes, assessments, insurance promiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either premptly repaid to Borrower insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either premptly repaid to Borrower

The Funds are pledged as additional security for the sums secured by this Mortgage.
If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. Lender shall not be required to pay Borrower any interest or earnings on the Punds. Lender shall give to Borrower, without charge, an interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing guaranteed by a Federal or state agency (including Lender is such an institution). Lender shall apply the Funds to pay said If Borrower pays Funds to Lender, the Funds shall be beld in an institution the deposits or accounts of which are insured or

12. Notice. Except for any notice requires under an licable tay to be liven in shather granger, (a) any notice to Borrower provided for in this Mortgage shart be given by delivering it or by mailing duch solice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not

prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution

or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which

Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However,

this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COY ENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedia. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this fortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall (1)2 notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breigh; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice. Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in aven proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary twiarace, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any p occadings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage f: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and continue to by Borrower's obligations secured hereby

shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional accurity herounder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property.

have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect to rants of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to

Borrower, Borrower shall pay all costs of recordation, if any

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

This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hureby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thursunder, except that no duty shall rest upon the Manufacturers Affiliated Trust Company pursonally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any pursonally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any pursonally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any cold estaid trust of any of the terms and conditions of this Document or for the validity or condition of the cities of said property or for any agreement with respect. Any and all personal cities of said property or for any agreement with respect. Any and all personal cities of said property or for any agreement with respect. Any and all personal cities of the Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's indemnities and representations of each and every kind are those of the Trustee's only and shall not in any way be considered the responsibility and liability of the Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by the controlling in the event of a conflict of terms created by the documents executed by the following the controlling in the event of a conflict of terms created by the documents executed by

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THE TERMS AND CONDITIONS OF THE TRUSTER'S EXCHIPATION CLAUSE ON BEYERSE SIDE ARE MADE A PART NETEOF - TO GO OF THE TRUSTER'S EXCHIPATION CLAUSE ON BEYERSE

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of OCTOBER , 19 90 , 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

FIRST CHICAGO BANK OF OAK PARK

(the "Lender")

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

11775 BRIARWOOD COURT BURR RIDGE, ILLINOIS 60525

[Property Address]

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 "Declargion"). The Property is a part of a planned unit development known as BURP OAKS GLEN

[Name of Planned Unit Development]

(the "PUD"). 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 (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. in addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. PUD Obligations. Benower shall perform all of Borrower's obligations under the PUD's 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 by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and are associated imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as he Gwners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Propert' which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Laria- requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Coverant 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 provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of real ration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borro ver are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as mr/ be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and satent 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 or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid a Londer. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant ?.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Leider's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the Owners Association: or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

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UNOFFICIAL COPY

This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hureby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thursunder, except that no duty shall rest upon the Manufacturers Affiliated Trust Company personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any rual estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the citle of said property or for any agreement with respect thereto. Any and all personal liability of the Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

Property or Cook County is Office