90571907

L#21-603717-0

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 13 The mortga of is MICHAEL M. BARLOW and RUTH E. BARLOW, HUSBAND AND WIFE 1990 ("Borrower"). This Security Instrument is given to

PERTY FEDERAL SAVINGS BANK which is organized and existing

under the laws of

The United States of America and whose address is 7707 N. Lincoln Avenue. Chicago. Illinois 60659

("Lender").

Borrower owes Lender the principal sum of one Hundred Thousand and 00/100
Dollars (U.S. \$ 100,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2005

This Security Instrument secures to Lender: (a) the repayment of the deb evidenced by the Note, with interest, and all renewals, extensions and This Security Instrument modifications; (b) the payment of all other sams, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby portgage, grant and convey to Lender the following described property County, Illinois: located in COOK

LOT TWENTY-SEVEN (27) IN THE WOODS OF BAR! LETT FINAL PLANNED UNIT DEVELOPMENT PLAN AND PLAT OF SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-SEVEN (27) AND PART OF THE NORTHWEST QUARTER (1/4) OF SECTION THIRTY-FOUR (3/1), ALL IN TOWNSHIP FORTY-ONE (41) NORTH, RANGE NINE (9), EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1989 AS DOCULENT NUMBER 89508616 IN COOK COUNTY, ILLINOIS.

PERMANENT UNDEX TAX NUMBER: 06-27-302-001, 06-27-302,003, 06-27-302-006, 06-27-302-007, 06-27-302,011, 06-27-302,012, 06-34-100,004, 06-34-100-005, 06-34-100-006, 06-34-100-007, 06-34-100-008

00071307

which has the address of 641 TIMBER RIDGE 150000

BARTLETTICAN

Illinois 60103 (Ziptiski

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

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.

ney for Liberty Federal Savings Benk, 5700 M. Lincola Ave., Chicago, IL 60659	Lesignment was prepared by Thomas J. Garvey, Atton
of the first of the second	Me Distriment was prepared by
CAND & CANDISCO	MY COMMISSION EXPIRES 10/24/93
A CHANGE OF 10 Keb	Vieness my hand and official seal this
	(pet spet rpey)
W. : 祖语品AND AND WIFE personally appeared person(s) who, being informed of the cov.cen's of the foregoing instrument, still SBAND AND WIFE free and voluntary act and deed and that (his, her, their) (his, her, their)	*FGHAEL •M. • BARLOW • end • RUTH • B. • BARLOI before me and is (are) known or proved to me to be the nave executed same, and acknowledged said instrumen
a Notary Public in and for said county and state, do hereby certify that	the implicit end
·ss	COUNTY OF COOK
0/	STATE OF TLLLINGIS
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	spece gap
HUH E. BARLOW	~
WICHVEL M. BARLOW	C
and marilian	
and agrees to the terms and covenants contained in this Security	☐ Other(s) [specify] BY SIGNING BELOW, Borrower accepts Instrument and in any rider(s) executed by Borrow
lanned Unit Development Rider	
ondominium Rider	O 🗀 radjustsolv Rate Rider
all right of homestead exemption in the Property. no or more riders are executed by Borrower and recorded together with nents of each such rider shall be incorporated into and shall amend am nents of each such rider shall be incorporated into and shall amend am security Instrument as if the rider(s) were a part of this Security	23. Riders to this Security Instrument. If or this Security Instrument, the covenants and agreen
n under paragraph 19 or abandonment of the Property and at any time on following judicial sale, Lender (in person, by agent or by judicially, take possession of and manage the Property and to collect the rents of the opposite of the spanient of the opposite of the opposite of the opposite of the opposite of the fine of the sums secured by this Security Instrument. I then to the sums secured by this Security Instrument. I then to the sums secured by this Security Instrument.	20. Lender in Possession. Upon acceleration prior to the expiration of any period of redemption appointed receiver) shall be entitled to enter upon, the Property including those past due. Any rents co costs of management of the Property and collectin receiver's bonds and reasonable attorneys' fees, and receiver's bonds and reasonable attorneys' fees, and
ate the notice is given to Borrower, by which the default mand the sum of the sum of the sum of the sum of the date specified in the notice may result in acceleration of the sum y judicial proceeding and sale of the Property. The notice notice shall further relevation and the right to succet in the foreclosure proceeding the now rower to acceleration and foreclosure. If the default is not cured on a te option may require immediate payment in full of all sums secured by and may require immediate proceeding to may require the Security Instrument by judicial proceeding and my pursuing the remedies provided in this paragraph 19, including arrections.	default; (c) a date, not less than 30 days from the dags (d) that failure to cure the default on or before and (d) that failure to cure the default or or before by this Security Instrument, foreclosers inform Borrower of the right to reinstate after ac existence of a default or any other defense of Borre existence of a default or any other defense of Borre before the date specified in the notice, Lender at it before the date specified in the notice, Lender at itself Security Instrument without further demand
otice spell esectly; (a) the default; (b) the action required to enrewart the society for the performance of the secoleration independent portrower is increment of the secoleration independent portrower is increment that in increment of the secoleration in increment of the secoleration is increment.	19. Acceleration; Remedies, Lender shall breach a this Socuri

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

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

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

3. Application of Forments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lie I which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Horrower shall keep the improve artists now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Perrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened. The insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any access paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

Instrument immediately prior to the acquisition.

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

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Lender may take action under this paragraph 7, Lender does not have to do so.

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

requesting payment.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by occurred; (h) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this focurred; in 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: 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 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period federal law as of the date of this Security Instrument.

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 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 and Borrower is not a natural

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

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

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

14. Notices. Any nonce to Borrower provided for in this Security Instrument shall be given by delivering it or by paragraph 17

may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19, If Lender exercises this option, Lender shall take he steps specified in the second paragraph of rendering any provision of the Note of this Security Instrument uneable according to its terms, Lender, at its option, It enacing a privation of applicable laws has the effect of 13. Legislation Affecting Lender's Rights.

partial prepayment without any prepayment charge under the Not: permitted limits will be refunded to Borrower. Lender may eloose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a under the Note or by making a direct payment to Borrower. necessary to reduce the charge to the permitted limit; and (h) any sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits, from: (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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

shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Eo rower's successors in interest. Any forbeatance by Lender in exercising any right or remedy payment or otherwise and if y amortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Berry et Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amountained by this Security Instrument granted by Lender to any successor in instrument granted by Lender to any successor in instance of Borrower or Borrower's successors in interest of Borrower or Borrower's successors in interest of Borrower or Borrower's successors in interest.

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

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

paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 Botrower. In the event of a partial taking of the Property, unless florrower 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 because the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately because the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately because the total amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately because the proceeds multiplied by the following fraction: (b) the total amount of the sums secured immediately because the total amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately because the total amount of the proceeds multiplied by the following fraction: (b) the sum total amount of the sum as a secured immediately because the proceeds multiplied by the following fraction: (c) the sum as a secured immediately and the following fraction:

assigned and shall be paid to Lender.

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

8. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance (erminates in accordance with Borrower's and Lender's written agreement or applicable law Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

Loan No. 21-603717-0

ADJUSTABLE RATE RIDER

(Interest Rate Limits)

THIS ADJUSTABLE RATE RIDER is made this 13th day of November , 19 90 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to LIBERTY FEDERAL SAVINGS BANK (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

641 TIMBER RIDGE , BARTLETT, ILLINOIS 60103

Property Address

The Note contains provisions allowing for changes in the interest rate every year—subject to the linits stated in the Note. If the interest rate increses, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December 1 . 19 91 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year as made available by the Federal Reserve Board. The most recent Index figure available as of the state 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate any new interest rate by adding Two percentage points (2.00 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one quarter of one percentage point (0.25%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly partition that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limit on Interest Rate Changes

The rate of interest I am required to pay shall never be increased or decreased on ary single Change Date by more than X. one percentage point (1.0%) is two percentage points (2.0%) [Check only one box] from the rate of interest I have been paying for the preceding 12 months. My interest rate also shall never be greater than 12.25 %, or less than 8.25 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question 1 may have regarding the notice."

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 first class 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of 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. 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 Instrument or the Note conflicts with applicable lar, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein 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 Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. 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 such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrowe fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, hwoke any remedies permitted by paragraph 18 hereof. Notwithstanding a sale or transfer, Borrower will continue to be congreted under the Note and this Security Instrument unless Lender has released Borrower in writing.

F. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a if w which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected on the collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Rate Rider.

1 Michael m Saclan	(Seal)
MICHAEL M. BARLOW	-Borrower
X Queth E. Barlow	(Seal) -Borrower
	(Seal) -Borrower

[Sign Original Only]

. THIS PLANNED UNIT DEVELOPMENT RIDER is made this
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
of the same date and covering the Property described in the Security Instrument and located at: 641 Timber Ridge, Bartlett, IL 60103 [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 Woods of Bartlett Final Planned Unit Development Plan
(the "Deployment). The Property is a part of a planned unit development known as
(the "Declaration"). The Property is a part of a planned unit development known as The Woods of Bartlett [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 Digations. Borrower 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 w'ic) creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners
Association. Borrower small promptly pay, when due, all dues and assessments imposed pursuant to the Constituent
Documents.
B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanker" policy insurance coverage.

"extended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of

in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term

the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Granorm 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 a ly 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 restoration or repair following a loss to the Property or to common areas and facilities of the PUD, at y proceeds payable to Borrower 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 crions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in for 1, 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 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 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 PUD, except for abandonment of 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 prevision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- OI (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 buy 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.

X Mulwel In Barlow (Seal)
MICHAEL M. BARLOW

10252003

Property of County Clerk's Office