UNOFFICIAL TOOPY !

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\$17.25 DEPT-01 RECORDING TH2222 THAN 2067 G4/05/98 15:55:00 16218 # # #--90-155161 COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

MORTGAGE 20-05-0000000157 THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY. THIS MORTGAGE ("Security Instrument") is given on MARCH 30 The moglagor is SANDRA L. MUSIL, DIVORCED NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to SUBURBAN METRO MORTGAGE CORP. ITS SUCCESSORS AND/OR ASSIGNS
which is organized and called under the laws of THE STATE OF ILLINOIS , and whose address is 1375 EAST WOODFILD ROAD ("Lender"). SCHAUMBURG, ILLINOIS 60173-4931 Borrower owes Lender the principal sum of SEVENTY NINE THOUSAND AND NO/100

Dollars (U.S. \$ 79,000.00). 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 Dollars (U.S. \$). This debt is evidenced by Borrower's note paid earlier, due and payable on APRIL 1997 . This Security Instrument secures to Lender: (a) the repayment of the deby evidenced by the Note, with interest, and all renewals, extensions and . This Security Instrument modifications; (b) the payment of all other sums, vit) literest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borro ver's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgap, arant and convey to Lender the following described property located in COOK

PARCEL 1: LOT 108 IN CHERRY BROOK V) LLAGE UNIT 2, BEING A PLANNED UNIT DEVELOPMENT IN THE NORTHEAST 1/ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT OF PLANNED UNIT DEVELOPMENT RECORDED ON APRIL 19, 1984, AS DOCUMENT NUMBER 27052210, IN COOK

COUNTY, ILLINOIS. PARCEL 2: EASEME PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER AND THROUGH PARCELS 304 THROUGH 310, BOTH INCLUSIVE, IN CHERRY BROOK VILLAGE UNIT 2, APPURTENANT TO PARCEL 1 AS SET FORTH IN THE CHERRY BROOK VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTYONS RECORDED APRIL 19, 1984 AS DOCUMENT NUMBER 27052209 AND AS AMENDED BY DOCUMENT NUMBER 27212432.

90155161

02-10-216-007

which has the address of 229 CHERRYWOOD DRIVE

PALATINE (City)

Illinois

60067

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the properly, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - FAMAIFHLMC UNIFORM INSTRUMENT

Form 3014 12/83

Amended 5/87

reducsting payment.

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

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

and fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

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

Instrument immediately prior to the acquisition. tronge to the Property prior to the acquisition shall or eader to the extent of the kunsecurior by this Security If under puragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting or posipone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. Uniess Lender and Borrower otherwise agree in writing, any application of proceeds to principal roll extend

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

of paid premiums and renewal notices. In the event of loss, Borrower shall c.v. p ompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipls All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance loss by fire, hazards included within the term "exter art coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts (or for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to [ender's approval which shall not be unreasonably carrier providing the insurance shall be chosen by Borrower subject to [ender's approval which shall not be unreasonably carrier providing the insurance shall be chosen by Borrower subject to [ender's approval which shall not be unreasonably

a notice identifying the lien. Borrower shall satisfy the lien or rake one or more of the actions set forth above within 10

part of the Property is subject to a lien which may attain ark rity over this Security instrument, Lender may give Borrower to prevent the enforcement of the fien or forfeiture of the Property, or (c) secures from the holder of the fien an agreement satisfactory to Lender subordinating for for this Security instrument. If Lender determines that any Borrower shall promptly discharge any in 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 enforceine of the lien in, legal proceedings which in the Lender's opinion operate synamyaq adi garanabiya

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

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

Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under time of application as a credit against the sums secured by this Security Instrument.

later than interects all prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the Lender any on a promine 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. It under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no

If the unioung of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to he, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall

ammail 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 minount of the Funds held by Lender, together with the future monthly payments of Funds payable prior be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in witing that interest by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting Londer pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or state agency (including Lender if Lender is such an institution), Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

current data and reasonable estimates of future escrow itensa,

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 equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) yearly

principal of and inferest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and finaurance. 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") Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the

UNIFORM COVENAITS. Bostower 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 sims 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 de.e. if the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Polessed; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the same 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 Assigns Boluvi: folint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a gree nents 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; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with research to the terms of this Security Instrument or the Note without

that Borrower's consent.

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

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

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

15. Governing Law: Severability. This Security Instrument shall be governed by federal blw 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 Instrument

and the Note are declared to be severable.

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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	DIVORCED NOT SINCE REMARRIED		do hereby certify tha		
	, a Notary Public in and 101 said county and state.	מיצמט קושה	> '		
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	this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as it the rider(s) were a part of this Security Instrument.				
ì	e or more riders are executed by Borrower and recorded together with	rromesicua , Bottower warves his Security Instrument, if on	10 194m 47 , 42.		
}	зув) рау воу гесоганіоп сомь.	nurge to Borrower, Borrower	lo modiiw momuried -		
5	cured by this Security Instrument, Lender shall release this Security	por grans (in to memys see	J. Release. ∪		
•	ection of rents, including, but not limited to, receiver's fees, premiunts, and then to the sums secured by this Security Instrument.	ment of the Property and coll nd reasonable attorory's fees	ngnanam to sisop odi to -		
	s collected by Lender or the receiver shall be appured that to payment	ling those past due. Any rent	suloni yrraqori9 odi jo -		
	n following judicial safe, Lender (in person, by agent or by judicially take possession of and manage the Property and to collect the rents	all be entitled to enter upon,	fig (naviauar bairtiodda -		
	under paragraph 19 or abandonment of the Property and at any time	Ромиениюя. Проп ассетапоп	ni vəbnə. 1 -02		

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 must be cured; and (d) that tailoure 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 to any other defense of Borrower to acceleration and foreclosure. If the default is not cured on the base of the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured or before the date specified in the notice, Lender at its option may foreclosure. If the default is not cuted in the date specified in the paragraph 19, including, by 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 immediate to, reasonable attorneys feed could could could could could be required in the Property and the paragraph 19, including, but on the innited to, reasonable altorneys feed could could could could be required by required in the Property and the paragraph 19.

56. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

90155161

PLANTED FURTHER THE BENT HE BE

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30TH day of MARCH , 1990, 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

SUBURBAN METRO MORTGAGE CORP.

(the "Lender")

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

229 CHERRYWOOD DRIVE, PALATINE, ILLINOIS 60067

(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 COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as CHERRY BROOK VILLAGE

(Name of Planned Unit Development)

(the "PLID"). The Preparty also includes Sorrower's interest in the homeowners association or equivalent entity owning or managing the sommen course and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PLID 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. Surrower 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 Owner Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. HAZARO INSURANCE. So long as the Owners Association maintains, with a generally assepted insurance carrier, a "master" of "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazirds Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant o 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 regulard hazard insurance soverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in life of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds pay the Borrower are hereby assigned and shall be paid to Lander. Lender shall apply the proceeds to the sums secured by the security instrument, with any excess paid to Borrower.

- C. PUBLIC LIABILITY INSURANCE. Borrower shell take such actions as inc. the reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, but bytent of coverage to Lander.
- D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in sonnection 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 haid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform, Covenant 8.
- E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Londer's prior written, concent, 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 assualty or in the case of a taking by condemnation or evaluent 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 Recurity Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the dete 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 agree	to the terms and provision	s contained in this PUD Rider
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Sandre J. Musel (Seal) SANDRA L. MUSIL -Regresser	-Borrewar
(Seal)	- Sections - Company - Com

90155161

Property of Cook County Clark's Office

CONDITIONAL RIGHT TO REPHANCES **60-**∮5-00000000157

THIS BALLOON RIDER is made this 30TE day of MARCH 1990, 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 the Borrower's Note to SUBURBAN METRO MORTGAGE CORP.

(the "Lender") of the same date and sovering the property described in the Security instrument and located at: 229 CHERRYWOOD DRIVE PALATINE, ILLINOIS 60067

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note. Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maty ty late of the Note and Security instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of APRIL 1 , 2020, and with an interest rate equal to the "New Note Rate" determined in accresions with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Catton"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Nate or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lander willing to land ms to money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must will be the owner and occupant of the property subject to the Security instrument (the "property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12. scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) of ier than that of the Security Instrument may exist; (4) the New Note Fiste eannot be more than 5 percentage points above the Note Rete; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest agual to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mondatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required not yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not will be Note Holder will determine the New Note Rate by using comparable information.

CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not griater then 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Notic Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) ser use but unpaid interest, plus (c) all other sums i will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month with the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. 164 Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment resord information, together with the name, title and address of the person representing the Note Holder that itemust notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 ab ... 1 may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Metasity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association Lagnicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy 🥂 and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the C required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

	the terms and covenants contained in this Balloon Rider.
Sandra L. newal (800)	Committee and the second of the second secon
IANDRA L. MUSIL Borrower	Borrower
(Seal)	(Seal)
	(SIGN ORIGINAL UNLY)

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