NON-UNIFORM COVERANTS Borrower and Lende further covenant and spece as follows:

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to a celeration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender tin person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable bo. (e<sup>c</sup>)]

Adjustable Rate sider Condominium Rider	1-4 Family Rider
Graduated Payment Fider Planned Unit Development Rider	
Other(s) [specify]	
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained and in any rider(s) executed by Borrower and recorded with it.  FRANCIS I. CONDON  Kathleen M. Co	(Seal) -Borrower
KITHLEEN M. CONDON	-Borrower
4	(Seal)
	Borrower
	(Seal)
	Borrowet
[Space Below This Line For Acknowledgment]	
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STATE OF HELINOIS, Selection County ss:	S COME
	for spla county and state,
	· C
KATHLEEN M. CONDON, HUSBAND AND WIFE	-0
, personally known to me to be the same person(s) whose	name(s) ARE
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledges and acknowledges and acknowledges are the foregoing instrument, appeared before me this day in person, and acknowledges are the foregoing instrument.	owledged that The Y
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge and delivered the said instrument as THEIR free and voluntary act, for the unit of the control of the cont	
signed and delivered the said instrument as  THEIR free and voluntary act, for the case forth.  Given under my hand and official seal, this 28 day of 2000.	
signed and delivered the said instrument as  THEIR free and voluntary act, for the case forth.  Given under my hand and official seal, this 28 day of 2000.	ises and purposes therein
signed and delivered the said instrument as  THEIR free and voluntary act, for the case forth.  Given under my hand and official seal, this all day of PREPARED BY:  GALE LUKAT  NORTHBROOK, IL 60062  RECORD AND RETURN TO:	ises and purposes therein
signed and delivered the said instrument as  THEIR free and voluntary act, for the user forth.  Given under my hand and official seal, this 28 day of PREPARED BY:  GALE LUKAT  NORTHBROOK, IL 60062  THEIR free and voluntary act, for the user forth.  ONER FOR SONER FO	ises and purposes therein

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1991 MAR 8 PM 3- 14

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91106795

ISpace Above This Line For Recording Data! ~~

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on PEBRUARY 28 FRANCIS I. CONDON AND 19 91 The more gargor is KATHLEEN M. CONDON, HUSBAND AND WIFE

("Borrower"). This See rity Instrument is given to CORLEY FINANCIAL CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS

. and whose address is

3400 DUNDEE ROAD-SUITE 240 NORTHBROOK, ILLINGIS 60062

("Lender").

Borrower owes Lender the principal sum of

TWO HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED TWENTY AND NO/100

Dollars (U.S.: 279,920.00). 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 ). This debt is evidenced by Borrower's note paid earlier, due and payable on APRIL 1 2021 . This Security Instrument secures to Lender: (a) the repayment of the detail remembers and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrov er's covenants and agreements under this Security Instrument and int.

Olympia

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Olympia

Olympia the Note. For this purpose, Borrower does hereby mortgag a grant and convey to Lender the following described property County, İllinois: located in COOK

SEE ATTACHED RIDER

FIN 27-08-212-003

14631 GOLF ROAD which has the address of

ORLAND PARK

Illinois

60462

("Property Address");

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

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

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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

-6F(IL) 1000s

VMP MORTGAGE FORMS + (313)293 8100 + (800)5 :1 7291

Form 3014 12/83 Amended 5/87

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reducting 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 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

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, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations). and agreements comained in this Security Instrument, or there is a legal proceeding that may significantly affect Londer's

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

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.

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

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

and Lender. Lender may make proof of loss if not made promptly by Borrower of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier shall have the right to hold the policies and tenewals. It Lender requires, Borrower shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shal, include a standard mortgage clause. 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 Horrower subject to Lender's approval which shall not be unreasonably insured against loss by fire, hazards included within the term "extences, coverage", and any other hazards for which Lender Hazard insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property

days of the giving of notice.

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

evidencing the payments.

paid under this paragraph. If Borrower makes 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 Property which may attain priority over this Security Instrument, and leasehold payments or ground tents, if any. Borrower shall pay them shall pay them shall pay them

3. Application of layments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be a spiled; first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts prople under paragraph 2; fourth, to interest due; and last, to principal due.
4. Charges, Liens, Borrot et shall pay all taxes, assessments, charges, lines and impositions attributable to the Bronzell and a strain priority, see this Security and leached garments of around tents it sup. Borrown

later than immedial y prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as certain against the sums secured by this Security Instrument. any bunds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no

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 almount of the Funds held by Lender is not sufficiently in one or more payments as required by Lender. Lender any almount in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower the following the first of the Lender shall promptly refund to Borrower the following the first of the first to the due dates of the eserow items, shall exceed the amount required to pay the eserow items when due, the excess shall If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior

annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds ans made. The Funds are pledged as additional security for the sums secured by this Security Instrument. 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 writing that interest 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent as reporting by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent as reporting 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

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. leasehold payments or ground rems on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly morrgage ednaj to one-tweltth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall prompily pay when due the IMILORM COVENAUTS. Bottower and Lender covenant and agree as follows:

## **UNOFFICIAL COPY**

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

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 in mediately 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 respend 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 t'm sixts secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Paleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the syans 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 successor 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 exerciting any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bo ind; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lander and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a greenents 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 card 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 n charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums an exact collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make in sefund 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 laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps spec field in the second paragraph of paragraph 17.

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

15. Governing Law; Severability. This Security Instrument shall be noverned 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 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 er d 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.

PARCEL 1: PARCEL 373 IN CRYSTAL TREE FOURTH ADDITION, BEING A SUB-DIVISION OF PARTS OF LOTS 103, 105 AND 213 IN CRYSTAL TREE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 215, FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 28, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATED JULY 1, 1997 AS DOCUMENT AND RECORDED 91106794 IN COOK COUNTY, ILLINOIS. NUMBER PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT PARCEL 3: OF PARCEL 1, OVER LOT 475 FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 25, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATED JULY 1, COOL AS RECORDED DOCUMENT NUMBER 9/106794 IN COOK COUNTY, ILLINOIS. PRIVATE ROADWAY EASEAUNT APPURTENANT TO AND FOR THE BENEFIT PARCEL 4: 1 OVER LUI TION RECORDED MARCA FORDED APRIL 28, 1988 AS DOCUMENT STED JULY 1, 1990 NT NUMBER 9/106794. IN COOK CO.... OF PARCEL 1 OVER LOT 477, FOR INGRESS AND EGRESS, AS SET FORTH IN DECLARATION RECORDED MARCH 24, 1938 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 28, 1988 AS COCUMENT NUMBER 88178671 AND CREATED AND RECORDED BY DEED DATED . JULY AS DOCUMENT NUMBER ILLINOIS.



THIS ADJUSTABLE RATE RIDER is made this 28TH day of FEBRUARY , 19 91 , 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 Adjustable Rate Note (the "Note") to CORLEY FINANCIAL CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

14631 GOLF ROAD, ORLAND PARK, ILLINOIS 60462

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.000 %. The Note provides for changes in the interest rate and the monthly payments, an it clows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of APRIL , 18 91 , and on that day every 12th month thereafter. Each date in 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 date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note holds 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 my now or arest rate by adding TWO

AND THREE FOURTHS percentage points ( 2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one—eighth of one percentage point (0.125%). Subject to the limits stated (C in Section 4(D) below, this rounded amount will be my new interest rate antil the next Change Date.

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

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than \$10.000 % or less than \$6.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will rever be greater than \$14.000 %.

#### (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 deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective dute 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 I may have regarding the notice.

#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

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 for 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferse as if a new loan were being made to the transferse; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferse to sign an assumption agreement that is acceptable to Lender and that obligates the transferse to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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BY SIGNING BELOW, Borrower spee sts and agra	es to the terms and covenants contained in this Adju	støble Rate Rider.
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I, Golwans Singh

for said county and state, do hereby certify that FRANCIS I. CONDON AND KATHLEEM M. CONDON, HUSBAND AND WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before he this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this all day of Fellowy, 1991

My Commission expires:

31-10 1992

Notary Public

GULHART SINCH

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PHOPERICENAL PROPERTY SEE

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28TH day of FEBRUARY , 1991, 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

CORLEY FINANCIAL CORPORATION

(the "Lander")

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

14631 GOLF ROAD, ORLAND PARK, ILLINOIS 60462

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

#### (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 Forrower 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 Gwrers 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. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted 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 hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hezard insurance of the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage (, 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 notice.

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, any proceeds plyable 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 actions as his be reasonable to insure that the Owners (C) Association maintains a public liability insurance policy acceptable in form, 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 chall be paid to Lender. Such proceeds shall be applied by Lender to the sums accured by the Security Instrument as provided in Uniform Covenant 9.
- E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender in 3 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 or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemn-circum 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.

### UNOFFICIAL COPY

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# UNOFFICIAL COPY, , 5

State of solonger County ss: Molayara

Gulward Swigh

a Hotary Public in and

for said county and state, do hereby certify that FRANCIS I. CONDON AND KATHLEEF M. CONDON, HUSBAND AND WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument. appeared before in this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this H day of Ahmay, 1991

My Commission expires: