COOK COUNTY, HI THOUS

1991 MAY 13 AM 11: 18 9 1 2 2 4 2 4 6

in the first of the analysis of the state of

the control of the process with the control of the

This instrument was prepared by: MARGARETTEN & COMPANY INC 625 NORTH CT. PALATINE, IL 60067

MORTGAGE 60105481

This Line For Recording Delai

ZAIA PARCHEM, BACHELOR
WRIA PARCHEM, SPINSTER
EVELINE PARCHEM THIS MORTGAGE ("Security Instrument") is given on The mortgagor is EVELINE PARCHEM, SPINSTER

("Borrower").

This Security Instrument in given to

INC. MARGARETTEN & COMPANY,

which is organized and existing
, and whose address is

("Lender").

under the laws of the State of New Jersey , and whose address is
One Ronson Road, Iselin, New Jersey 08830
Borrower owes Lender the principal and of One Hundred Seventy- Six Thousand,

("Lender").

Two Hundred Fifty and 00/100 Dollars (U.S. \$ 176,280.00). I's 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 1st, 1998. This Security Instrument secures to Lender: (a) the repayment of the debt on June evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to project the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Se ur to Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

Contract that will also have appropriate to contract the conof our first transfer which which the plant of the

COOK
LOT 22 IN COLBY MICHAELSON SUBDIVISION, BEING A RESUBDIVISION
OF PART OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 16,
TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #10-16-404-029-0000

over set it is the set of a congress of the set of the on go in gale on the casa destruction and assert on each ordinate of the extrement of the end of th

which has the address of

9137 N LAWLER

60076 SKOKIE, IL

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 selsed 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.

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

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

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT e di el regioni de la circi de la compania de la c

MAR-1205 Page 2 of 5 (Rev. 5/91)

Form 3014 9/90

ITTINOIS—SINCTE EVMITA—ENMY/EHTMC UNIFORM INSTRUMENT

of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year Botrower shall occupy, establish, and use the Property as Botrower's principal residence within sixty days after the execution 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Instrument immediately prior to the acquisition.

Replaces MAR-1203 (Rev. 7/87)

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 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Ly 10 pay some secured by this Sechrity frest unient, whether or not then due. The 30-day period will begin when the notice is given. MA is ciant the Property of dee no saver within 30 days and the proceeds to repair or restore the Property or to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied the Property damaged, it the restoration or repair is economically feasible and Lender's security is not lessened. If the

shall have the right to hold the policies and renewals. If Lender Borrower shall promptly give to the invitance carrier and of paid premiums and renewal policies. In the event of loss, Borrower shall give prompt notice to the invitance carrier and Lender may make blood of loss in not a prompt notice to the invitance carrier and Lender may make blood of loss in writing, insurance proceeds shall be applied to restoration or repair of the prompt of All insurance policies and renewals shall be acceptable to Lender and shall include a standard (100) tgage clause. Lender

S. Hazard of Property Insurance. Borrower all keep the improvements tow existing or hereafter erected on the Property insurance against loss by fire, hazards meluded within the term "extended coverage" and any other passade, including floods of flooding, for which Lender requires insurance. This insurance shall be enous by Borrows audient to Lender's approval which Lender and the periods with Paragraphy withheld if Borrower and coverage described a 10%. Lender may, at Lender's opposit not be unreasonably withheld if Borrower and coverage described a 10%. Lender may, at Lender's opposit to be unreasonably withheld if Borrower and coverage described a 10%. Lender may, at Lender's opposit not be unreasonably withheld in the Property in accordance with Paragraph of the content of the property in a coordance with Paragraph of the content of the property in a coordance with Paragraph of the content of the periods of the property in the Property in a coordance with Paragraphs.

one or more of the actions set forth above within 10 days of the giving of notice. lien to this Security Instrument, II Lender determines that any part of the Propert) is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying 11.e lien. Borrower shall satisfy the lien or take the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the the lien by, or defends against enforcement of the lien in, legal proceed now which in the Lender's opinion operate to prevent in writing to the payment of the obligation secured by the lien in a marring to the payment of the obligation secured by the lien in a marring to the payment of the obligation secured by the lien in a marring to the payment of the obligation secured by the lien in a marring to the obligation secured by the lien in a marring to the obligation secured by the lien in a marring to the obligation secured by the lien in a marring to the lien in a m Borrower shall promptly discharge any lien which has priority or er this Security Instrument unless Borrower: (a) agrees

4. Charges: Liens. Bortower shall pay all taxes a sessments, charges, fines and impositions attributable to the Property whiteh may attain briotity over this Security Institute of the payments or ground rents, it any. Borrower shall pay whiteh may attain priority over this Security Institute of the payments of the payment of the payments. It is not the payment of the payments of the payments. It is not the payments of the payments.

2; third, to interest due; fourth, to principal due, and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepay mont charges due under the Mote; second, to amounts payable under Paragraph 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs

by this Security Instrument.

sale of the Property, shall apply any Funct I eld by Lender at the time of acquisition or sale as a credit against the sums secured Funds field by Lender, If, under Par. gr., ph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or Upon payment in full of all sur is secured by this Security Instrument, Lender shall promptly refund to Borrower any

more than twelve monthly pay a vits, at Lender's sole discretion.

expenditures of future Escow Items or otherwise in accordance with applicable law.

Borrower shall pay to Lend. the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no any time is not sufficient to p by the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case for the excess Funds in coordance with the requirements of applicable law. If the amount of the Funds held by Lender at If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or yerifying the Escrow liems, unless Lender pays Borrower to pay a one-time charge for an independent real estate tax reporting the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, (including Lender, it Lender is such an institution) of in any redetal Home Loan Bank, Lender shall apply the Funds to pay The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

lesser amount. Lender may estimate the amount of Punds due on the basis of current data and reasonable estimates of to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the Procedures Act of 1974 as amended from time to time, it U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies premiums, it any; (e) yearly mortgage insurance premiums, it any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly leasehold assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

after the date of occupancy, anless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

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.

8. Mortgage Insurance of 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage in quired by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and maintain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at me option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award o 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 s'all 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument wheth it is not the sums are then due.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to r inc pal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs I and 2 or change the arresult of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for ray nent or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or inherwise 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.

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

13. 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 loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this 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.

Property of Coot County Clert's Office

14. Notices. Any notice to Born we provided for in this security instruments by libe 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 designates 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 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 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 shalling be exercised by Lender if exercise is prohibited by sederal law as of 3 I 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 falls 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. Borrowe is Light Helistrite. all Borrower meets certain conditions, Borrower shall have the right to have enforcement diffhis S curity Instrumentialistonlinued 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 (6) er try of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which in in yould be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other evenants 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 Instrum intitlender'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 hely effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the ad aress to which payments should be made. The notice will also

contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or per mit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, for allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two servences shall not apply to the presence, use, or storage. on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normalresidential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any? governmental or regulatory agency or private party-involving the Property and Hazardous Substance or Environmental, Law of which Borrower has actual knowledge. H. Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Profer is necessary, Borrower shall promptly

take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances Cate those substances define the toxic of hazardous substances by Environmental Law and the following substances: ignsolines: kescaphe Fother flammable or coxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspestos or formaldehyde, and radicactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located (4) that relate to health, safety or environmental protection SCARILL NAMBER 340-28-674

NON-UNIFORM COVENANTS. Boxrower and London-further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following porrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 in ess applicable law provides otherwise). The notice shall specify: (v) the default; (b) the action required to Eure 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. 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 .- 4 Eurija Ejget
 - 23. Waiver of Homestead: Borrower-waives all right of homestead exemption in the Property.

policia de la compagnida de la compagnid the contract and a graph programmer and rate and their product and ार कहा हार १ कुरू र अन्य दानवर्षान<mark>्यम् द्वारे द्वारात्राक स्तर</mark> प्रदान कर सहस्तान् हुन्दु करो प्रदानन अपने १ जुरू

максакеттей & сомраих, пис. Replaces MAR-1205 (Rev. 7/87) MAR-1205 Page 5 of 5 (Rev. 5/91) MAIL 10:

supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

Balloon Rider 1-4 Family Rider The following Riders are attached:

and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

SOCIAL SECURITY NUMBER 330-62-1728 ZAIA PARCHEM-BOTTOWET

SOCIAL SECURITY-NUMBER 340-58-9439 MARIA : PARCHEM-BOTTOWer

SOCIAL SECURITY NUMBER 340-58-9439 EVELINE PARCHEM-BOTFOWER

SOCIAL SECURITY NUMBER BOTTOWEY.

STATE OF ILLINOIS,

COOK

I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that

EVELINE PARCHEM, SPINSTER **SPINSTER** MARIA PARCHEM,

free and voluntary act, for the uses and purposes therein set forth. before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their perconally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared

My Commission Expires 3/6/93

Given under my hand and official seal, this **4**79

My Commission expires:

Notary Public, State of Illinois Spoom ulibut "OFFICIAL SEAL"

to yab

May

ITTINOIS-SINCTE EVWITK-ENWY/EHTWC DNIEOEW INSTRUMENT

Form 3014 9/90

Motory Public

T66T

2200

رُور (29009<u>)</u> إلى ال T, 3RD FLOOR

UNOFFICIAL² COPY⁶

BALLOON RIDER

(Conditional Right to Refinance)

60105481

THIS BALLOON RIDER is made this

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 Margaretten & Company, Inc., organized and existing under the laws of the state of New Jersey,

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

9137 N LAWLER SKOKIE, IL 60076

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 Ask er."

ADDITION AI. 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 maturity date 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 June 1st, 2021, and with an interest rate equal to the "New Note Rate" determined in secondance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refin nee or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources of find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinateing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current it 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) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Fee eral National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory 'ellvery 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 net yield shall be the applicable net yield in effect on the date and "me of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percenting points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will element the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accound that 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 until the New Note is fully paid.

FORM 3180 12/89

MARK-1019 PHE 2 of 2 (3/90)
MULTISTATE BALLOON RIDER—Single Family—Famile MAE UNIFORM INSTRUMENT

PARCHEN PARCHE

The Note Holder will provide my payment record information, together with the name, title and advise me the holder will provide my payment record information, together with the name, title and adverse of the person representing the Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder my payment record information, together with the name, title and address of the person representing the Note Holder my payment received by the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated 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 notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days mortification is received by the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, the Note Holder will charge me of the new interest rate (the New Note Rate), new monthly payment refinancing. I understand the Note Holder will charge me of the new interest rate (the New Note Rate), new monthly payment refinancing. I understand the Note Holder will charge me of the new interest rate (the Coste associated with updating required will advise me of the new interest rate (the Coste associated with updating required will advise me of the new interest rate (the Coste associated with updating required will advise me the Holder will charge me of the new interest rate (the Coste associated with updating the required with updating the required with updating the required with updating th

darw betaincese attoo and bns seet



60105481

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 6th day of May 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 data given by the undersigned (the "Borrower") to secure Borrower's Note to MARGARET FEN & COMPANY, a corporation organized and existing under the laws of the state of New Jersey

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

Property Address

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADDITIONAL PROPERTY (UBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or interaced to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached minors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Security instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in viting to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written per mission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this Paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Paragraph 21 of the Security the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect absolutely and unconditionally assigns and transfers to Londer all the rents and revenues ("Rents") of the Property, H. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER; LENDER IN POSSESSION, BOTTOWER

receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver Property, and then to the sum's secured by the Security instrument; (v) Lender, Lender's agents or any judicially appointed on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the of and managing the Property and collecting Rents, including, but not limited to, attorney's fees, receiver's fees, premiums law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control la! Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable to collect and receive all of the Rents of the Property, (iii) Borrower agrees that each tenant of the Property shall pay for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled 11 Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Borrower as trustee This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

without any showing as to the inadequacy of the Property as security. appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property

and of collecting the Lents any funds expended by Lender for such purposes shall become indebtedness of Borrower If the Rente of the Property are not sufficient to cover the costs of taking control of and managing the Property

to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not

or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of

I. CROSS-DEFAULT PROVISION. Bortower's default or breach under any note or agreement in which Lender terminate when all the sums secured by the Security Instrument are paid in full.

has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted

by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the ms and provisions contained in this 1-4 Family Rider.

Porm 3170 9/90

MAR-6015 Page 2 of 2 (Rev. 5/91) MULTISTATE 1-4 FAMILY RIDER—FUMA/FHLMC

Replaces 51AR-6015 Page 2 of 2 (Rev. 5/87)