

UNOFFICIAL COPY

A.T.G.F.
Box 370

92878974

92687964

DEPT-11, RECORDED 9/16/92 \$33.00
TRAN 3175 09/16/92 14:46:00
#68777 # 6-52-687964
(CITY, CO., STATE: IL, ZIP CODE: 60618)

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 15th, 1992
The grantor is TIMOTHY LEE BABB, A BACHELOR

MAJESTIC MORTGAGE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS ("Borrower"). This Security Instrument is given to
under the laws of **THE STATE OF ILLINOIS** which is organized and existing
309 NORTH SEYMOUR, MUNDELEIN, ILLINOIS 60060 and whose address is
("Lender").

Borrower owes Lender the principal sum of
One Hundred Twenty Six Thousand Nine Hundred and 00/100

Dollars (U.S. \$ 126,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument
("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1st, 1998.
This Security Instrument secures to Lender: (a) the repayment of the debt 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 protect the security of this
Security Instrument; and (c), the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this
purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following
described property located in COOK County, Illinois:

LOT SIXTY ONE (61) IN PLAT OF PLANNED UNIT DEVELOPMENT OF FOREST KNOLL TOWNHOMES
IN THE SOUTHWEST QUARTER (1/4) OF THE SECTION, TOWNSHIP 42 NORTH, RANGE 10, EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE
OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ON SEPTEMBER 13, 1978 AS
DOCUMENT NUMBER 3045755 AND BY PLAT OF CORRECTION REGISTERED ON SEPTEMBER 18,
1979 AS DOCUMENT NUMBER 3116313.

PIN: 02-02-301-068

MAIL TO: MORTGAGE CAPITAL CORPORATION
111 E. KELLOGG BOULEVARD, SUITE 216
ST. PAUL, MN 55101

DEPT-11 \$33.00
T#7777 TRAN 3175 09/16/92 14:46:00
#68777 # 6-52-687964
COOK COUNTY RECORDER

**THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT MATURITY DATE ON THE BALLOON RIDER
AND FOR VESTING IN NOTARY SECTION TO MATCH FIRST PAGE ON MORTGAGE**

which has the address of 265 FOREST KNOLL DRIVE PALATINE
(Street) (City)
Illinois 60074 (Property Address):
(Zip Code)

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, 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 seized 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 late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on
the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which
may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if
any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums,
if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 6, 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 Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to
the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.
Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items
or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender,
if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not
charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender
pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to
pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law
provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay
Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 2014 8/90 (page 1 of 4 pages)
Initials: TLB

A.T.G.F.
Box 370

33 330

92878974
TLB

UNOFFICIAL COPY

Property of Cook County Clerk's Office

422978974

UNOFFICIAL COPY

Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds will made. The Funds may be used as collateral security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless 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 file 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, those 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. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required 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 retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the 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 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 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 whether or not the sums are then due.

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 sums 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.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment 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 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.

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.

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 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 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 reinstate 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 as if no acceleration had 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 law 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 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 a 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 address to which payments should be made. The notice will also contain any other information required by applicable law.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MUNICIPALITY OF ILLINOIS #00069
309 NORTH BREVARD
MAJESTIC MORTGAGE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNEES CHARTERED
BY THE STATE OF ILLINOIS
THIS INSTRUMENT WAS PREPARED BY: GALLAGHER FINANCIAL
NOTARY PUBLIC
"OFFICIAL SEAL"

GIVEN under my hand and official seal, this
day of Sept. 1992.
Signed and delivered to the foregoing instrument in
writing and voluntarily acq., for his use and purposes herein set forth
subscribed to the foregoing instrument, prepared below me this day in person, and acknowledged that
herein known to be the same person(s) without name(s).

Solemnly known to me to be the same person(s) without name(s).
I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS SET FORTH IN THIS SECURITY AGREEMENT.
STATE OF ILLINOIS
COUNTY OF COOK
I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS SET FORTH IN THIS SECURITY AGREEMENT.

Social Security Number _____

Social Security Number _____
(Social) _____ - Borrower

Signed, sealed and delivered in the presence of:

- BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
- Adjustable Rate Rider Biweekly Payment Rider
 Biweekly Payment Rider Graduated Payment Rider
 Condominium Rider Fixed Term Investment Rider
 1-4 Family Rider Second Home Rider
 Other(s) (specify) _____

Riders to this Security Instrument as in the manner(s) set forth in this Security Instrument.

Instrument, the covenants and agreements of each such rider to incorporate into and shall be incorporated into and recorded together with this Security

Instrument.

23. Waiver. Borrower waives all rights of homestead exemption in this Property and relinquishes all rights of equity and power in

the property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

without charge to Borrower.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any

covenant or agreement, the notice shall apply to accelerate the principal amount due on the date of acceleration.

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

Environmental Law, including Substances Substances, are those substances defined as hazardous substances by federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, volatile organic compounds, materials containing asbestos or formaldehyde, and radionuclides. As used in this Paragraph 2d, Environmental Law includes any agency or private party involving the Property or its surroundings that has authority to regulate the Property or its surroundings, or to permit the use of any hazardous substance or toxic products, to take any necessary remedial action in accordance with any Environmental Law.

Hazardous Substance affecting the Property is necessarily taken into account in the maintenance of the Property, but not to the extent that it would interfere with the use of the Property.

Environmental Law, including Substances Substances, are those substances defined as hazardous substances by federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, volatile organic compounds, materials containing asbestos or formaldehyde, and radionuclides. As used in this Paragraph 2d, Environmental Law includes any agency or private party involving the Property or its surroundings that has authority to regulate the Property or its surroundings, or to permit the use of any hazardous substance or toxic products, to take any necessary remedial action in accordance with any Environmental Law.

Hazardous Substance affecting the Property is necessarily taken into account in the maintenance of the Property, but not to the extent that it would interfere with the use of the Property.

Environmental Law, including Substances Substances, are those substances defined as hazardous substances by federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, volatile organic compounds, materials containing asbestos or formaldehyde, and radionuclides. As used in this Paragraph 2d, Environmental Law includes any agency or private party involving the Property or its surroundings that has authority to regulate the Property or its surroundings, or to permit the use of any hazardous substance or toxic products, to take any necessary remedial action in accordance with any Environmental Law.

Hazardous Substance affecting the Property is necessarily taken into account in the maintenance of the Property, but not to the extent that it would interfere with the use of the Property.

Environmental Law, including Substances Substances, are those substances defined as hazardous substances by federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, volatile organic compounds, materials containing asbestos or formaldehyde, and radionuclides. As used in this Paragraph 2d, Environmental Law includes any agency or private party involving the Property or its surroundings that has authority to regulate the Property or its surroundings, or to permit the use of any hazardous substance or toxic products, to take any necessary remedial action in accordance with any Environmental Law.

Hazardous Substance affecting the Property is necessarily taken into account in the maintenance of the Property, but not to the extent that it would interfere with the use of the Property.

Environmental Law, including Substances Substances, are those substances defined as hazardous substances by federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, volatile organic compounds, materials containing asbestos or formaldehyde, and radionuclides. As used in this Paragraph 2d, Environmental Law includes any agency or private party involving the Property or its surroundings that has authority to regulate the Property or its surroundings, or to permit the use of any hazardous substance or toxic products, to take any necessary remedial action in accordance with any Environmental Law.

Hazardous Substance affecting the Property is necessarily taken into account in the maintenance of the Property, but not to the extent that it would interfere with the use of the Property.

Environmental Law, including Substances Substances, are those substances defined as hazardous substances by federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, volatile organic compounds, materials containing asbestos or formaldehyde, and radionuclides. As used in this Paragraph 2d, Environmental Law includes any agency or private party involving the Property or its surroundings that has authority to regulate the Property or its surroundings, or to permit the use of any hazardous substance or toxic products, to take any necessary remedial action in accordance with any Environmental Law.

Hazardous Substance affecting the Property is necessarily taken into account in the maintenance of the Property, but not to the extent that it would interfere with the use of the Property.

Environmental Law, including Substances Substances, are those substances defined as hazardous substances by federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, volatile organic compounds, materials containing asbestos or formaldehyde, and radionuclides. As used in this Paragraph 2d, Environmental Law includes any agency or private party involving the Property or its surroundings that has authority to regulate the Property or its surroundings, or to permit the use of any hazardous substance or toxic products, to take any necessary remedial action in accordance with any Environmental Law.

Hazardous Substance affecting the Property is necessarily taken into account in the maintenance of the Property, but not to the extent that it would interfere with the use of the Property.

Environmental Law, including Substances Substances, are those substances defined as hazardous substances by federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, volatile organic compounds, materials containing asbestos or formaldehyde, and radionuclides. As used in this Paragraph 2d, Environmental Law includes any agency or private party involving the Property or its surroundings that has authority to regulate the Property or its surroundings, or to permit the use of any hazardous substance or toxic products, to take any necessary remedial action in accordance with any Environmental Law.

Hazardous Substance affecting the Property is necessarily taken into account in the maintenance of the Property, but not to the extent that it would interfere with the use of the Property.

Environmental Law, including Substances Substances, are those substances defined as hazardous substances by federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, volatile organic compounds, materials containing asbestos or formaldehyde, and radionuclides. As used in this Paragraph 2d, Environmental Law includes any agency or private party involving the Property or its surroundings that has authority to regulate the Property or its surroundings, or to permit the use of any hazardous substance or toxic products, to take any necessary remedial action in accordance with any Environmental Law.

Hazardous Substance affecting the Property is necessarily taken into account in the maintenance of the Property, but not to the extent that it would interfere with the use of the Property.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MULTISTATE BALLOON RIDER - Original Formally - Freddie Mac UNIFORM INSTRUMENT Form 3190-10480 (page 1 of 1 pages)
(Sign original document)

(Sign) *[Signature]* Borrower
(Sign) *[Signature]*
 (Sign) *[Signature]* Survey, recording fees etc.
(Sign) *[Signature]*
 (Sign) *[Signature]* Timely Lien Dated
(Sign) *[Signature]*

By signing below, Borrower accepts to the terms and conditions contained in the Note and accompanying Addendum.

Noted with the exception of the Conditional Modification and Extension Option, including but not limited to updating the Note Rate modification and Note Maturity Date extension, I understand and the Note Holder will charge me a \$20 processing fee and the amounts now initially planned unless and until a date, time and place at which I may appear to sign any documents required to complete the required Note modification and Note Maturity Date extension and a date, time and place at which I may appear to sign any documents required to receive a copy of my modified Note Rate and Note Maturity Date.

Please furnish me with a copy of the Note Modification Note Rate before it receives 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 requested awarnesship, accompanied by signed original Note Rate and Note Maturity Date, both in full and I will also furnish the Note Holder with a copy of the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of my modified Note Rate and Note Maturity Date.

The Note Holder will calculate the fixed Modified Note Rate based upon the Note Holder's copy prior to the Note Modification Option by noting the Note Holder's name to the original Note Rate and Note Maturity Date and Extension Option, or such other date and time of day as may be specified in the Note Modification Note Rate and Note Maturity Date.

Please furnish me with a copy of the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of my modified Note Rate and Note Maturity Date, and if necessary furnish the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of day as may be specified in the Note Modification Note Rate and Note Maturity Date.

The Note Modification Note Rate and Note Maturity Date, the Note Modification Note Rate and Note Maturity Date and Extension Option to a new Note Maturity Date, the Note Modification Note Rate and Note Maturity Date and Extension Option to a new Note Maturity Date, and all other amounts, and expenses of the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of my modified Note Rate and Note Maturity Date.

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

Now providing and information necessary which the Note is fully paid.

Upon receipt of a demand from the Note Holder for payment of my ordinary payments (assuming my ordinary Note Rate is quoted or ordinary payment), and receipt of this calculation will be the amount of my principal and interest accrued from the Note Modification and Extension Option, it is agreed the calculation of section 2 above, if my exercise the Conditional Modification Note Rate and Note Maturity Date, the Note Holder shall have authority to accept a copy of this calculation and the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of day as may be specified in the Note Modification Note Rate and Note Maturity Date.

Section 2 heretofore recited in Section 2 above is hereby ratified and re-executed by Note Holder that the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of day as may be specified in the Note Modification Note Rate and Note Maturity Date, and all other amounts, and expenses of the Note Modification Note Rate and Note Maturity Date.

Provided the Modified Note Rate as calculated in Section 3 above is less than 5 percentage points above the Note Rate and all other conditions recited in Section 3 above are satisfied, the Note Holder will be entitled to the principal amount of the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of day as may be specified in the Note Modification Note Rate and Note Maturity Date.

The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation rate required for 30-year fixed rate mortgages subject to a 60-day mandatory early cancellation plus one-half of one percent (0.5%), rounded to the nearest one-half of one percent (0.125%) (the "Modified Note Rate"). The required principal payment shall be the principal amount of the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of day as may be specified in the Note Modification Note Rate and Note Maturity Date, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security instrument on the Note Modification Note Rate and Note Maturity Date (assuming my ordinary Note Rate is quoted or ordinary payment), over and including any additional term of the Note Modification Note Rate and Note Maturity Date.

The Note Modification Note Rate and Extension Option will be made available to the Note Holder at the amount of the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of day as may be specified in the Note Modification Note Rate and Note Maturity Date, plus 2 additional months interest at the rate of 1% per month, plus 1% additional interest at the rate of 1% per month.

3. CALCULATING THE MODIFIED NOTE RATE

Modifying except for leases and special access rights not yet due and payable) arising after the Security instrument was recorded, (4) the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of day as may be specified in the Note Modification Note Rate and Note Maturity Date; (5) the modified Note Rate and Note Maturity Date, to affect on the due date and time of day as may be specified in the Note Modification Note Rate and Note Maturity Date, and (6) I must make a written request to the Note Holder to pay the Note in full (a) the unpaid principal balance, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security instrument on the Note Modification Note Rate and Note Maturity Date, to affect on the due date and time of day as may be specified in the Note Modification Note Rate and Note Maturity Date.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

I will not be liable for any delay in making payment of my ordinary Note Rate if the Note Holder fails to provide a written request to the Note Holder to pay the Note in full.

BALLOON RIDER

CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

2. CONDITIONS TO OPTION

3. CALCULATING THE NEW PAYMENT

4. CALCULATING THE NEW PAYMENT AMOUNT

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

MULTISTATE BALLOON RIDER - Original Formally - Freddie Mac UNIFORM INSTRUMENT Form 3190-10480 (page 1 of 1 pages)

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

9298924

MULTISTATE HUD RIDER - Single Family - Family Max/Fairdale Max UNIFORM INSTRUMENT

Form 3150-9/90

125

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 policy. Borrower shall give Landor prompt notice of any loss in regard to hazard insurance coverage provided by the master or blanketed areas and liability insurance. Borrower shall take such action as may be necessary to insure that the Owners Association maintains a public liability insurance.

D. Condemnation or other taking of any award or claim for damage, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the portion areas shall be applied by Landor to the sums secured by the Security instrument as provided in Uniform Convention.

(ii) Borrower under a single insurance policy in form, amount, and extent of coverage to Landor.

(iii) Borrower under a uniform coverage to maintain hazard insurance coverage on the Property as detailed satisfied to the extent that required by the Owners Association policy.

(iv) Landor wishes the property including tree and hazards included within the term "excluded coverage," then: and agrees the hazard insurance on the Property which is subject to Landor and which provides insurance coverage in the amounts, "blanket" policy insuring the Property as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "associate" insurance, so that a single document maintains, with a generally accepted insurance carrier, a "master" or "associate" insurance imposed pursuant to the General Document.

B. Hazard Insurance, So far as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "associate" insurance, and (iv) any other rules or regulations of the Owners Association, trust instrument of any entity which creates the Owners Association, the "trustee," "administrator," "attalaire," or "successor" of the association, and (v) articles of incorporation ("the "Corporation"), shall promptly pay, when due, all dues and assessments imposed pursuant to the General Document.

A. PUD Obligation. Borrower shall perform all of Borrower's obligation under the PUD's Constitution Document, The "Constitution" and agrees as follows:

FORREST KNOBL TOWNHOMES
 (Name of Planned Unit Development)
 (Property Address)
 The Property is a part of a planned unit development known as
 (the "Development"). The Property is located in addition to the common areas and improvements made in the Security instrument. Borrower and Landor further covenant areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

(The "PUD"). The Property also includes Borrower's interest in the hazard insurance association or equivalent entity managing the common areas and facilities of the PUD (the "Owners Association"), together with other such parcels and certain common areas and facilities in the PUD (the "Development"). The PUD is described in detail in the Declaration of Trust Number 54263 AND FOREST KNOBL HOMES, INC., SUBJECTING FOREGOING PERMISES AND OTHER PROPERTY TO THE COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

255 FOREST KNOBL DRIVE, PLATINE, ILLINOIS 60074
 of the same date and covering the Property described in the Security instrument and located at:
 MAJESTIC MORTGAGE CORPORATION
 (Name of Mortgagor)
 and is incorporated into and shall be demand to the Mortgagor, Deed of Trust or Security Deed (the "Security instrument") of the same date and covering the Property described in the Security instrument to secure Borrower's Note to

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of September, 1992
 and is incorporated into and shall be demand to the Mortgagor, Deed of Trust or Security Deed (the "Security instrument") of the same date and covering the Property described in the Security instrument to secure Borrower's Note to

PLANNED UNIT DEVELOPMENT RIDER

Loan No. 0792103EC

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

000078971

MULTISTATE PUD RIDER - Single Family - Family Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 9/90

000078971

Property of Cook County Clerk's Office

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
THOMAS LEE BAER
(Seal)

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

F. Remedies. If Borrower does not pay PUD dues and assessments when due, the Landlord may pay them. Any amounts disbursed by Landlord under this paragraph shall become additional debt of Borrower under this Rider. Note rate and interest shall be payable to other terms of payment, those amounts shall bear interest from the date secured by the Security instrument. Unless Borrower and Landlord agree to otherwise, upon notice from Landlord to Borrower requesting payment,

- (i) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owner inaccessible incapable to Landlord;
- (ii) abandonment of professional management and assumption of sole management of the Owners Association; or
- (iii) termination of provision of the "Condominium Document" if the provision is for the express benefit of Landlord;
- (iv) any requirement to any provision of the "Condominium Document" in the case of a breach by condominium owner;
- (v) denial of entry or other cause of a breach by condominium owner;
- (vi) abandonment or termination of the PUD, except for abandonment of terminable required by law in the case of subdivision or subdivision the Property or corporation to:
- E. Landlord's Prior Consent. Borrower shall not, accept after notice to Landlord and Landlord's prior written consent, either partition or subdivide the PUD.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

4561876