UNOFFICIAL CC

AFTER RECORDING RETURN TO: TEMPLE-INLAND MORTGAGE CORPORATION 2500 SOUTH HIGHLAND #110 601 LOMBARD, IL

928880011

92888011

DEFT-01 RECORDING T\$6566 TRAN 0783 11/25/92 10:33:00 926 * *- 92-8 COOK COUNTY RECORDER 2-888011

Line For Recording Data)

593075

or 5/328084

MORTGAGE OCTOBER 30, 1992,

92888011

THIS MORTCAGE (*) 'Security Instrument') is given on S GLASS, A SINGLE MAN The mortgagor is

("Borrower"). This Security Instrument is given to TEMPLE-INLAND MORTGAGE CORPORATION , which is organized and existing , and whose address is PO BOX 40,

under the laws of THE STATE OF TEXAS AUSTIN, TEXAS 78767

NORTHBROCK

(City)

Borrower owes Lender the principal so of NINETY SIX THOUSAND AND 00/100 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 . This Security Instrument paid earlier, due and payable on NOVEMBER 01, 1997. This Security Instrument secures to Lender: (a) the repayment of the debt explanded by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other stims, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Bor ower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby morigage, grant and convey to Lender the following described prop-COOK erty located in

PARCEL 1: UNIT 105 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PHEASANT CREEK CONDOMINIUM ASSOCIATION NUMBER 4 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24738005, AS AMENDED FROM TIME TO TIME IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PHEASANT CREEK ASSOCIATION DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 22648909, AS SUPPLEMENTED FROM TIME TO TIME, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

TAX ID #04-08-200-031-1005

CREEK DRIVE

which has the address of

PHEASANT CRK #105

Iliinois

60062 (Zip Code)

3085

("Property Address");

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

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

ILLINOIS - Single Family - Fanale Mae/Fredule Muc UNIFORM INSTRUMENT

(page 1 of 6 pages

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		Commission expires:
		With eas my hand and official seal.
Defore me, the undersigned,	(Xhallotha	On this and for said/County, person
L	COUNTY SEE	-SIONITTI 40 32
Social Security Number	Dinomplet's Sold with white son	41
(Seal) Borrower		• • • • • • • • • • • • • • • • • • • •
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Social Security Number (1923)		C/2/4/
(las2)		
-Borrower	DANIEL S GLASS	nonde the service in the
—Borrower Social Security Number —Borrower Social Security Number Social Security Number	The state of the s	month of the property of the p
Social Security Number (Seal)	The state of the s	BY SIGNING BELOW, Borrower and in any rider(s) executed by Borrower and
Social Security Number Social Security Number Borrower Social Security Number Social Security Number	i recorded with it.	in/any rider(s) executed by Horrower and
ntained in this Security Instrument (Seal) —Borrower Social Security Number —Borrower Social Security Number (Seal)	s and agrees to the terms and covenants co	Other(s) [specify] By SIGNING BELOW, Borrower acceping any rider(s) executed by Borrower and

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 paymenta 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 (l) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, 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 Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount, promitted 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 $v\rho$ 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 insurment, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire o, 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 energy, due under the Note.

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

Borrower shall promptly discharge any 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 fleoding, 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.

Form 3014 \$490 (page 5 of 6 pages)

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration; Remedics. Lender shall give notice to Borrower prior to acceleration; under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default inust 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 re obly the secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default to the notice. Londer 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 by judicial proceeding. Lender shall be entitled to, reasonable attorneys' fees and costs of title evidence.

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

that relate to health, safety or environmental protection.

by Environmental Law and the following substances: gasoline, kerosene, other lammable or toxic perfoleum products, toxic periolides, volatile solvents, materials containing asbestos or formal chyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or bazardous substances

any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Parandous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by

to normal residential uses and to maintenance of the Property.

of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of fuzzordous Substances that are generally recognized to be appropriate.

20. Hazardous Substances. Eurewer shall not cause or permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by applicable law.

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 Servicat") 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 unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Borre and applicable law. Servicer, Borrower will be given writen notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and addition not the new Loan Servicer and the address to which payments should be made.

19. Sale of Arce: Thange of Loan Servicer. The Note or a partial interest in the Note (together with this Security

as applicable law may specify for reinstatement 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. 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 coverants or agreement; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured her lien of this Security Instrument, Lender's rights in the Property and Borrower, this Security Instrument and the call gations secured hereby shall remain fully effective as if no acceleration had occurred. However, this strument and the call apply in the case of acceleration under paragraph 13.

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 of demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

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

law as of the date of this Security Instrument.

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal

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, Bortower 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 acc 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 eccupy, 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 disc of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extending 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 fuith 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 Leader'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. For ower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the restitite shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower faits 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 an ore 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 Birrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts spirit bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to 30 prower 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 well 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.

(traged of the Pages) DRIE

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

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

are declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Mote

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shalt or gren by delivering it or

any prepayment charge under the Note a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment withour be refunded to Borrower. Lender may choose to make this refund by reducing the principal swed under the Mote or by making the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will with the loan exceed the permitted limits, then, (a) any such loan charge shall be conneed by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection

13. Loun Charges. If the loan secured by this Security Instrumench, subject to a law which sets maximum loan

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torbear or make any accommodations with regard to the terms of this Scentity Instrument or the Note without that Borrower's sums secured by this Security Instrument; and (c) agrees that Lendel any other Bottower may agree to extend, modify, Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that of paragraph 17. Borrower's covenants and agreements chair be joint and several. Any Borrower who co-signs this Security this Security instrument shall bind and benefit the successive and assigns of Lender and Borrower, subject to the provisions

12. Successors and Assigns Bound; John and Several Liability; Co-signers. The covenants and agreements of

a waiver of or preclude the exercise of any right or remedy.

Borrower or Borrower's successors in interest. Any forbestance by Lender in exercising any right or remedy shall not be otherwise modify amortization of the sums see fred by this Security Instrument by reason of any demand made by the original shall not be required to commence precedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to religion the hability of the original Borrower or Borrower's successors in inferest. Lender modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest

 Borrower Not Bleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or or posipone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

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

is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property make an awaru or lettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice

If the Experty is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to vides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due. mediately before the taking, unless Borrower and Lender - berwise agree in writing or unless applicable law otherwise prowhich the fair market value of the Property immediately before the taking is less than the amount of the sums secured imimmediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums lair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured whether or not then due, with any excess paid to Borrewer. In the event of a partial taking of the Property in which the In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall



THIS CONDOMINIUM RIDER is made this 30TH day of OCTOBER, 1992

and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

TEMPLE-INLAND MORTGAGE CORPORATION

M.

ass

(the "Lender")

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

3085 PHEASANT CRE*#105 NORTHBROOK, ILLINOIS 60062

*CREEK DRIVE (Property Address)

The Property includes a unit in, tegether with an undivided interest in the common elements of, a condominium project known as:

*REEK CONDOMINIUM**

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project, (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Coadi minium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any laps, in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions is may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, di ect or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be raid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Sniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public hability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, if Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By Signing Below, Bo	orrower accepts and	agrees to the terms and	provisions contained	in this Condominium Rider
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DANIEL S GLASS	Scal) rower	·Bostowa
(S	Scal)	(Sca)

Property of Cook County Clerk's Office

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

(CONDITIONAL RIGHT TO REFINANCE)
THIS BALLOON RIDER is made this30TH day ofOCTOBER
3085 PHEASANT CRK ##105 NORTHBROOK, ILLINOIS 60062
*CREEK DRIVE (Property Address)
The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understathe Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Securitariment and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder
ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lend further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note.)
1. CONDITION/L RIGHT TO REFINANCE At the maturity da'e of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new lot ("New Loan") with a few Maturity Date of NOVEMBER 0.1
2. CONDITIONS TO OPTION If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturi Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrume (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any othe 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except feaxes 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 percent to points above the Note Rate; and (5) I must make a written reque 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 Federal National Mortgage Association's required to yield for 30-year fixed rate mortgages subject to a 60-day mando ory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The requirement yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of melection to exercise the Conditional Refinancing Option. If this require to a 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 percentage points above the Not Rate and all other conditions required in Section 2 above are satisfied, the Not Moder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Or c (assuming my monthly payment 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.
5. EXERCISING THE CONDITIONAL REFINANCING OPTION
The Note Holder will notify me at least 60 caiendar days in advance of the Maturity Date and advisome of the principal accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note ricider also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Not Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to 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 in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.
DANIEL S GLASS Borrower Borrower

Property of Coot County Clark's Office