PIRST FEDERAL OF ELGIN, F.S.A. 28 NORTH GROVE AVENUE ELGIN, ILLINOIS 60120

A T.G.F. BOX 370

LN # 209236-9

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#6441 # #-92-938550

COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

DECEMBER 8 1992

at togagorean will .

PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1992 AND KNOWN AS TRUST NUMBER 10477

("Borrower"). This Security Intervious is given to PIRST FEDERAL OF ELGIN, F. J.A.

which is organized and existing under the laws of UNITED STATES OF AMERICA address in 28 NORTH GROVE AVENUE, ELGIN, ILLINOIS 60120

, and whose

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTY TWO THOUSAND APD 60/100

Dollars (U.S. \$ 132,000.00

This debt is evalenced by Borrower's note dated the same late as this Security Instrument ("Note"), which provides for morably payments, with the full debt, if not paid earlier, due and payable on JANUARY 1 2000. This Security Instrument secures to Lender: (a) the repayment of the debt evalenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with inferest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and concept to Lender the following described property located in COOK.

PARCEL 1:

THAT PART OF LOTS 1 THROUGH 10 BOTH INCLUSIVE IN BLOCK 4 IN A. A. LEWIS' EVANSTON GOLF MANOR, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NOBTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE ABOVE DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND, IN COOK COUNTY, ILLINOIS; THE SOUTH 52.97 PEF. OF THE TRACT DESCRIBED ABOVE, AS MEASURED PERENDICULAR TO THI SOUTH LINE THEREOF (EXCEPT THE WEST 216.49 FEET THEREOF AS NEASURED ALONG THE SOUTH LINE OF SAID TRACT), AND

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED PEBPUARY 25, 1976 AND RECORDED FEBRUARY 26, 1976 AS DOCUMENT 23400403 AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 8, 1975 KNOWN AS TRUST NUMBER 1066872 TO ASHER J. BEEDERMAN AND CHERI A. BEEDERMAN, HIS WIFE, DATED JULY 3, 1976 AND RECORDED SEPTEMBER 15, 1976 AS DOCUMENT 23536906 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

FERMANENT INDEX NUMBER: 10-22-201-057-0000

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BEINGIS . SINGLE FEMAN . FEMAN Mee/Freddie Mac UNIFORM INSTRUMENT

SEE ATTACHED

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

will deferal generally the title to the Property against all claims and demands, subject to any uncombrances of record.

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 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time of one, 12 U.S.C. Section 2001 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the 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 if an institution whose deposits are insured by a reiteral agency, instrumentality, or entity (including Lender, if Lender is such an addition) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Dornover for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender play 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 into est 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 or all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts primitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of a phonoid law. It 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 Intropent, Lender shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 21. Lender shall acquire or selvible Property. Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquire not or sale as a credit against the sums secured by this Security Institution.

3. Application of Phyments. 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; econd, to ansaunts 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 leasehold payments or ground repts, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not past in that manner, Borrower hall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be past under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evic heing the payments.

Berrower 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 detends against enforcement of the hen in, legal proceedings which in the Lender's opinior, character 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 aftain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take one or more of the actions set torsh above within 10 days of the giving of notice.

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5. Hazard or Property insurance. Burrower shall keep the improvements now existing of herealter created on the Property insured against loss by tire, hazards included within the term "extended coverage" and any other hazards, including thousas or flooding, for which Lender requires insurance. This insurance shall be maintimed in the amounts and for the periods that Lender requires. The insurance carrier providing the maintaine 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 peragraph 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 nonces. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

may make proof of less it not made promptly by Berrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property dansaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically teasible 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 countred by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the adjustion shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservision, 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 Institution and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lende obserwise agrees in writing, which consent shall not be unreasonably withheld, or unless extensiting circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or unpair the Property. allow the Property to deteriorate, commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is legin that in Lender's good both 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 reinstite, as provided in paragraph 18, by causing the action or proceeding to be districted with a rilling that, in Lender's good faith determination, precludes for entire 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 macor rate information or statements to Lender for 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 a quites 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 ails 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 tsuch as a proceeding in bank rapely, probate, for condemnation or forfeiture or to endorce 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 ben which has priority over this Security for numers, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender my, 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 Jets of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to B arrower 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 insure. Spirituded by Lender, if substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each in onth a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage an ed 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

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payments may no longer be required, at the option of Lender, a morrgage increase overage on 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 mointain 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.

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 pail to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property instrument unmodulately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument unmodulately 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 belance 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 of Abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a train, for damages, Borrower tails 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 accured by this Security Instrument, whether or not then due.

Unless Lender and Bor ower 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. Burrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured of this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to referois 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 tenheranice by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall bird and benefit the successive and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverante and agreements of all be joint and several. Any Borrower who co-signs this Security Instrument but sloes 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 Lende, and any other Borrower may agree to extend, modify, forbear or make any accommissions 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 Institution is subject to a law which sets maximum loan charges, and that law is trially 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 limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may change to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It is refund reduces principal, the reduction will be treated as a part all plenayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall by given by delivering it or by mailing it by first class intol indees 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 borrow or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall by deemed to have been given to Borrower or Lender when given as provided in this prograph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal lay; and the law of the purisdiction 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. Fo this end the provisions of this Security Instrument and the Note are declared to be severable.

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for and of this Security Instrument. 16. Borrower's Copy.

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 for it 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. It Borrower fails to pay these sums prior to the expiration of this period, Lersler may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

If Borrower moets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Reinstate. enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for rematatement) 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 nor limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lieu 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 Berrower, 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 itogether with this Security as the "Lian Service" that collects monthly payments the Note It there is a change of the Loan Servicer melated to a sale of the Note It there is a change of the Loan Servicer melated to a sale of the Note It there is a change of the Loan Servicer melated to a sale of the Note It there is a change of the Loan Servicer melated to a sale of the Note It there is a change of the Loan Servicer, Borrover 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 to most be serviced.

information required by applicable law.

20. Hazardous Substances on or to the Property. Berrower shall not do, nor allow anyone else to do, anything affecting the Property. that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Haza dous Substances that are generally recognized to be appropriate to normal residential uses to maintenance of the Property

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or prove party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has a timi knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remainstion of any Hazardon Substance affecting the Property is necessary. Borrower shall promptly take all

necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardons Spostances" are those sub-tances defined as toxic or hazardons substances by Environmental face and the following substances, peoline, kerosene, other flammable or toxic petroleum products, toxic petroleus volatile solvents, materials fordraining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "hinvironmental Law" means federal lays and laws of the purisdiction where the Property is located that relate to health, safety or environmental projection.

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

21. Acceleration: Remedies, Lender shall give notice to Borrwer prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but no) prior to acceleration under paragraph 17 unless applicable has provides otherwise). The notice shall specify: (a) the aef ails: (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borry over, by which the default must be cured; and (d) that failure to core the default on or before the date specified in the notify may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Barrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. Whice default is not cured on or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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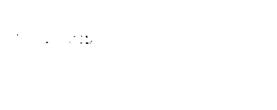
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BY SIGNING BELOY	N, Borrower ac	ce at said agrees to the terms and covenants i	contained in this Security Instrumen	n kea n
any rider(s) executed by B			TRUST COMPANY AS TRUSTE	E
Witnesses:	UNDER TE	RUST AGRZEMENT DATED NOVEMBER MBER 10477	12, 1992 AND KNOWN AS	45 5
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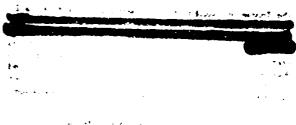
all reservoices to any environmental condition of the premises whether under the fittings ENVIPONMENTAL PROTECTION ACT or otherwise. The Benaticiany of this Trust, as management and control of the premises and as such, has the enforcing on defision own before to execute as environmental representative but not as against

for or on behalf of the Trustee.

PARKWAY BANK AND TRUST COMPANY, as Trustee.

Property of Cook County Clerk's Office





LN # 209236-9

BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this day of 8th DECEMBER 92 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Doed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to FIRST FEDERAL OF ELGIN. F.S.A.,

(the 'Loader')

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

8746 KEDVALE SKOKIE, IL 60076

[Property Address]

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

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

1. CONDITIONAL AIGHT TO REFINANCE

At the maturity was of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of JANUARY lat , 20 23 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in , and with an Sections 7 and 5 below are mer tible "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no object in to refinance or modify the Note, or to extend the Maturity Date, and that I will have to reper the Note from my own resources or find a lender willing to lend me the money to repay the Note. 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These consistions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the Date. These condutions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my into shy exyments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately providing the Maturity Date; (3) no lien against the Property (except for taxes and special examination of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mind story delivery commitment, plus one-balf of one percentage rount (0.5%), rounded to the nearest one eighth of one percentage point (0.125%) (the "New Note Rate"). The required not yield shall be the applicable net yield in effect on the date and bias of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this equived net yield is not available, the Note Holder will determine the New Note Rate by using comparable information 4. CALCULATING THE NEW PAYMENT AMOUNT

Provuled the New Note Rate as calculated in Section 3 above is 1 of greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the line Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid princips, y us (b) accrued but unpaid interest, whis (c) all other curs I will one under the Note and Security Instrument on the Masor's Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New No. at the New Note Rate in equal monthly payments. The court of this calculation will be the amount of my new principal and interest payment every mouth until the New York is fully paid.

5. ENERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Marinty Date and advise me of the principal, account but impost interest, and all other sums I am expected to owe on the Materity late. The Note Holder also will selvice me that I may exercise the Conditional Refinancing Option if the conditions in Sucroin 2 above are met. The Note limiter will provide my payment record information, together with the name, title and eddress of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Oction. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Cola Holder no later than 45 consider days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Kets based upon the Federal National Morigage Association's applicable published required net yield in effect se the date and time of day performent 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 Noterity 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 refinencing. I understand the Note Holder will charge me a \$250,00 processing fee and the costs associated with updating the title missicance policy, if any,

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ovenants contained in this Balloon Rider. AGREEMENT DATED NOVEMBER	the terms and co	BBELOW, Burrower accepts and agrees to D TRUST COMPANY AS TRUSTEE U OWN AS TRUST NUMBER 10427	BY SIGN PARKWAY BANK 12. 1992 AND
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Proportion of Collings. This more is executed by PARKWAY BANK AND TRUST COMPANY. not personally but as Trustee as aforessing in the exercise of the power and authority conferred upon and vested in it at such Trustee, and is payable only out of the property specifically described in said Trust Deed securing the payment he so', by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforcible against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trut Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because of in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed to the guaranter hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Trust Deed, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the dayment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

This is to certify that this is the instalment note described in the within mentioned Trust Deed.

Identification No.

Trustee

PARKWAY BANK AND TRUST COMPANY, As Trustee as aforesaid and not personally. Asst. Vice President & Trust
ATTEST Officer

Colon-officer

LN # 209236-9

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 8th day of DECEMBER ... 1992 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust of Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST FEDERAL OF ELGIN, F.S.A.,

(the "Lender")

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

8746 KEUVALE SKOKIE, IL 60076

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDIT ONS AND RESTRICTIONS

(the "Declaration").

The Property is a part of a plan sed unit development known as

[N me of Planned Unit Development]

(the "PUD"). The Property also incliner porrower's interest in the homeowners association or equivalent entity owning or managing the common areas and 'aculities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Leisler further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all al Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when our 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 insuring the Property which is satisficitory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards herder 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 the yearly premium installments for hazard insurance on the Property; and

rii: 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 lapse in required bazard insurance coverage provided by the master or blanker policy.

In the evert of a distribution of hazard insurance proceeds in heir of restoration or repair following a less to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender, Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as 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.

MULTISTATE PUD RIDER - Single Family - Fannie Mee/Freddie Mac UNIFORM INSTRUMENT

Form 3150 9/90



D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common creas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform 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 PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or emissent demain.
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lewier;
- (iii) termination of professional management and assumption of self-management of the Owners Association, if
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lorder.
- F. Remedies. If Porrower does not pay PUD dues and assessments when this, then Londer may pay them. Any amounts distinized by Londer under this paragraph F shall become additional data of Borrower secured by the Security Institution. Unless Borrower and Londer agree to other terms of payment, those amounts shall bear it from the data of distinizement at the Note rate and shall be payable, with interest, upon notice from Lend and Borrower requesting payment.

BY . NG BELOW, Borrower accepts of a spress to the terms and provisions co. seined in this PUD Rider.
PAI CWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 12, 1992 AND KNOWN AS TRUST CUMBER 10477

This best lifexecoled by PARKWAY BANK AND TRUST COMPANY. not personally but as Trustee as aforesaided in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Trust Deed securing the payment level, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be entouchie against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, became or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed or the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Trust Deed, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by toreclosure of the said Trust Deed given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

This is to certify that this is the instalment note described in the within mentioned Trust Deed.

Identification No._____

Trustee

PARKWAY BANK AND TRUST COMPANY.

As Trustee as aforesaid and not personally

Asst. Vice President & Trust Offic

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Asst. Asst Officer