BOX 333 -

OFFICIAL GOPS TO GRISTARS

This Instrument Was Prepared By: CARNUE N. BADAN

When Recorded Mail To

FIRST NATIONWIDE BADE. A FEDERAL SAVINGS BATE DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834 8450

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#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on -JANUARY 29, 1992 The mortgagor is SIMART SHAPING AND SHARON SHAPIRO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THRST

A FUDURAL SAVINOS BANK MATIONWINE BANK, A FEDERAL UNITED SERAMOISCO, CA CHIDE 1817 , which is organized and existing STATES OF AMERICA , and whose address is 135 MAIN SIREEL, SAN

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

THE SAND ONE HUNDRED AND BOX 100

Dollars (U.S. \$ \*\*\*\*\* 173, 100, (10). 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 # £3341A37 () 2022 This Security Instrument secures to Londer: (a) the all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's cevenants and agreements under this Security Instrum at a d the Note. For this purposa, Borrower does hereby mortgage, grant and convey to Lender the following described property focated in County, Illinois.

ALD MADE A PART HEREOF BY AS PER LEGAL 14 S.A. P.C.O. A. C.A. HED HERE TO HET ERENCE.

Lot 16 in Picardy Place, being a Subdivision in the Northeast Quarter of Section 1, and the Northwest Quarter of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded July 10, 1991 as Document No. 91342748, in Cook County, Illinois

92068185

PIN NO.

03-02-100-00**a-0**00 AFFECTS PIQ AND OP

which has the address of

.....

125 MEYERSON WAY WHEELING, IL 60090-0000

("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." HORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant

and convoy 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.

CLOSER ID 19378

FNMA/FHEMC Uniform instrument 3014, 3/30 ALUI Page 1 of 5 L0950 (R05) 4/91 IL - Single Family

Loan # 0002496859

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3 of 3 - file

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UNIFORM COVENANTS Docrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Propayment and Lute 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 duounder 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 ficu 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 occow account under the foderal Roal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Londer 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 Home, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the eserow account, or verifying the Escrow Items, unless Lander pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Londor may require Borrower to pay a one aim; 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. Londor shall give to decrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit for the Funds was made. The Funds are pledged as additional security for all sums secured by this Security

Instrument.

If the Funds held by Lendon's ced the amounts permitted to be held by applicable law, Lendor shall account to Borrower for the excess Funds in accordance with the regar ements 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. Dorrower shall make up the deficiency in no more than twelve monthly payments, at Lender's solo discretion.

Upon payment in full of all sums secured) y this Security Instrument, Londer shall promptly refund to Borrower any Funds hold by Lender. II, under paragraph 21, Lender shall acquire a so I the Property, Lender, prior to the acquisition or sale of the Property, shall apply

any Funds hold 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 lay provides otherwise, all payments received by Londer under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due unuo 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, asses ments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold pryme its or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, I prower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be said under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts ovidencing in psymonts.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to 1.5 ader; (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) socures from the holder of the lieu an agreement satisfactory to Londer subord acting the lieu to this Security Instrument, If Londer determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Baccower 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, Berrower 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 bazards, 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 Dorrower subject to Londer's approval which shall not be unreasonably withhold. 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 of use, Londor shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receives of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender of 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 resolved 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 Londer 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 Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Londer 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 Lean Application; Leasehold. 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 socurity 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 occupancy, and the property of the Prope 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 judgement 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

**CLOSER 10:** 10376 FNIMA/FHEMC Uniform distrument 3014 g all Page 2 of 5 A \ M2

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Loan # 0002496859

paragraph 18, by causing the action of proceeding to be dismissed with a ruling that, in 1 ender's good faith determination, procludes for loilure 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 London'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 London's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then London may do and pay for whatever is necessary to protect the value of the Property and London's rights in the Property. London's actions may include paying any sums secured by a lient which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' less and entering on the

Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement

at the Note rate and shall be payable, with interest, upon notice from Lender to Berrower 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 lapse; or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insured approved by Lender. If substantially equivalent mortgage insurance coverage is not as a lost reason when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a lost reserve in the of mortgage insurance. Lost reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the mount and for the period that Lender requires) provided by an insurance in effect, or to provide a lost reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or annitiable 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 conjoyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property 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 Lendor otherwise agree to 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 be one he 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 Lei dei 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 it, after notice by Lendov a 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, whother or not then due

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpono 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 Londer 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 Soveral Liability; Co-signers. The covenants india greements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of pragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who consigns this Security Instrument but does not execute the Note: (a) is consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property ancient the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) and os that Londor 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 foan 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. It 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 Tederal 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. Burrower'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 writton consent, Lender may, at its option, require immediate payment in full of all sums secured by this Socurity Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security

Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) S 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 judgement 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 occured; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Londer'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 obligation asceured hereby shall remain fully effective as if no accoleration had occured. However, this right to reinstate shall not apply in the core 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 time without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments lue under the Note and this Security Instrument. There also may be one or more changes of the Luan Servicer unrelated to a sale of the Note II there is a change of the Luan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above und applicable law. The notice will state the name and address of the new Luan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Bo to ver shall not cause or permit the presence, uso, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrowe's mall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sectiones shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognize to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Proporty and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Norrower learns, only outlied by any governmental or regulatory authority, that any removal or other remediation of any Hazardous 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, "Hazardous Substance of are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, ker isone, other flammable or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or forcaldchyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or

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

21, Acceleration; Remedies, Lender shall give notice to Borrov or prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior 1500 celevation under paragraph 47 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the extien required to cure the default; (c) a date, not loss than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in account ion of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The active shall further inform Borrower of the right to roinstate after acceleration and the right to assert in the foreclosure process'ing the non-existence of a default or any other defense of Berrower to acceleration and foreclosure, If the default is not cured exer 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. Leader shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, all not limited to, reasonable attorneys' fees and costs of title evidence,

22, Roleaso, Upon payment of all sums secured by this Security Instrument, Lendor shall release this Security Instrument without

charge to Borrower, Borrower shall pay any recordation costs,

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

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

Adjustable Rate Rider Graduated Payment Rider Balloon Rider	Condominium Rider Planned Unit Development Rider Convertible Rider	1:4 Family Rider Diweekly Payment Ride Second Home Rider
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BY SIGNING BELOW, B rider(s) executed by Borrower and		the terms and covenants contain	ed in this Security Instrument and i	n an
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SHARON SHAPING	napiro		1-29-92	[]ate
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STATE OF ILLINOIS	0.5			
COUNTY OF LAKE	{ ss.			
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PERSONS WHOSE NAMES ARE . IN PERSON, AND ACKNOWLED FREE AND VOLUNTARY ACT, CIVEN UNDER MY HAN	GED THAT THEY SIGNED	REGING INSTRUMENT, AL AND DELIVERED THE SA POSES THEREIN SET FORTI	VID INSTRUMENT AS THEIR	ΗE AY
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् <sup>*O</sup> Notary F स्वयु Cammi	FRICIAL SEAL* Cheryl Mohr Public, State of Illinois Ission Expires 12/20/94		T'S Opposition of the second o	
22-12-13-23-31-31-00	на постанува на Постанува на постанува на постан		0,50.	
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#### PLANNED UNIT DEVELOPMENT RIDER

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THIS 病法抗压的 1977 bit VELSMATTH BIGGR is made this - 20IH - day of - JANUARY, - 1992 and a imperposable to act and be deemed to amend and supplement the Mortgage, Deed of Trust or Security Level the incoming in mencents of the same date, given by the undersigned (the "Bornover") to become Bornover's Note to Elevis NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in

the Se unity increment and instated at

125 MeYERSON WAY WHITELETO A - 60,000 HUDO

The Property indicates but is not broatest to, a parcel of land improved with a dwelling, together with other such parcels and  $\epsilon$  with a solution are an interesting, as described in fine Property include: 200/2

this Doctarations's The Property is a park of a planned unit development known as (the PDED), The Property also includes Borrower's interest in the homeowners association or achisatest entity clanning or managing the common areas and facilities of the PDD (the "Owners Association")

and the uses, benefits and proceeds of Barrower's interest.

PUD COVENANTS. It additions to the coverants and agreements made in the Security Instrument, Barrower and Lender to the coverants and agreements made in the Security Instrument, A. PUD Obligations. Sometiment of the part of all of Borrower's obligations under the PUD's Constituent Comments. The Constituent forces of the Constituent forces and agreement decreased where the constituent for any adjuvation decreased where these to Owners A population; and till any by these or other rules or regulations of the Carriers Association. Borrower shall promptly pay, when due, all dues and assessments

regularions of the first the Constituent constituents are more as a promise, pay, the state of the Constituent constituents.

B. Hazard Insurance. The first place the first party carbon maintains, with a generally accepted insurance carbon, a "muster" or purset policy according too first party carbon as satisfactory to London and which provides are rational converge, too the party carbon and appress documents for decimal including fire and the provides are required.

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the Bhroswer's cotigation under Conform Covenant 5 to maintain hazard incurance coverage on the Property to decreating test to the extent that the required poverage in polytided by the expect Association

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- D. Condemnation. The present and any argument or claims for damages, direct or conggodatal, payable to Bod over in consenter, will any condemnation of other taking of all or any part of the Property or the corrects weak and finish at the ESEs, or for any conveyance in bed of condemnation, are hereby alonged and shall be past to the some from proceeds shall be applied by Lender to the sums secured by the Security Instructional discount of the area referred expenses 10.
- E. Lender's Prior Consent, companies shall not, ascept after realisa to funder and with Lender's prior written opinions, office partition or subdivide the Property or consent to:
- -0 the appropriet or termination of the PSD, except for abandominent or termination required by law in the case of substantial technistion by the or other debualty or in the case of a taking by condemnation or ammight domas;

(6) any promptiment to any provision of the "Constituent Documents" if the provision is for the express benefit of termer,

two terminates. If Control can a management and assumption of self-coanagement of the Owners

Government of the common which was the offect of condering the public liability insurance coverage maintained by the coviers Almobiation unacceptable to Lender.

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Loan # 0002496859 Copies: Fol 3 Lender

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100 022

F. Remedies. It is we was least too pay 1910 quest and assessments when due, then Lender may pay them. Any presents they are too, it into a solar that paragraph B shall become additional debt of Borrower apparent by the Century hermanisms. Hence, Borrower and Lender agree to other terms of payment, them amounts shall begin are rest. Seen the date of disbursement at the Note rate and shall be payable, with interest, agions regride from the fee to the crosser conjugating payment.

BC SIGNARIG BELOW: their was accept, and increasing the terms and provingers contained in this PUD rider.

1/19/92 The Or Cook County Clark's Office Date

Date

# Fixed/Adjustable Rate Rider (10 Year Treasury Index-Rate Cap)

600. 022

γ	THS FIXED	adiustable	RATE RID	ER is ma	ade this	2911	day of	TANDARY	1992	, and is
incorp	orated into and	Lshall be deemi	ed to amend a	ind supplet	ment the	Mortgage,	Deed of	Trust or Securit	y Deed (tho	"Security
lastru	ment") of the s	ame date given	by the under:	agned (the	r <sup>a</sup> Horro:	wor") to sec	ure Bor	rower's Fixed/Aa	ljustable Rate	Note (the
"Note	9 to 15 15 15 15	LATE CHAT	OF SAUE.	A £11	4-1374	SAVING	S BAL	iř.		

(the "Leader") of the same date and covering the property described in the Security Instrument

and located at: 10% ME /FHSON WAY

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THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS, in addition to the covenants and agreements made in the Security Instrument, Borrower and Lender by their covenant and agree as follows:

A. ADDAT ABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 3, 5000%. The Note provides for a change in the fixed interest rate as follows:

- 4. ADJUSTALUE INTEREST RATE AND MONTHLY PAYMENT CHANGES
  - (A) Chang D tes

The initial liver outerestrate I will pay will change on the first day of \$\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\f

(B) The Index

At the Change Date Lay interest rate will be based on an Index. The "Index" is the weekly average yield on United States. Treasury securities adjusted to a constant maturity of 10 years, as published by the Federal Reserve Board. The most recent Index ligare available of oil the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, in Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice

(C) Calculation of Changes

Before the Change Date, the Note Universal will calculate my new interest rate by adding 2.35(0) percentage point(s) (-2.35(0) to the Curver Undex. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4 (D) below, this rounded amount will be my new interest rate until the Metalty Date.

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

(D) Limits on Interest Rate Changes

The interest cate I am required to pay at the Change Date will not be greater than 14,500 %, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on the Change Date. I aid pay the amount of my new monthly payment beginning on the liest monthly payment date after the Change Date.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my blorest rate and the amount of my monthly payment before the effective date of the change. The notice will include into molden required by law to be given me and also the title and telephone number of a person who will answer any question has y have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Fixe Adjustable Bate Rider.	id/
STUART SHAPIRO 1/3/9/9/	Date
Mann Majors 1-39-92 SHARON SHAPTRO	Date
	Dato
	Date

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