16 Dismit

92110230

ISB # 0280925	MORTGAGE	
THIS MORTGAGE ("Security Instrume	nent'') is given onFEBRUARY13.,	
19 92 The mongagor is Callein MAP	RILYN. FERCH. SINGLE, WOMAN, NEVER, MARKERO	**********
INVESTORS SAVINGS BANK, F. 3.3.	Borrower"). This Security Instrument is given to, which is organized	and existing
under the laws of the United States of		
200. East, Lake, Street, Wayzata, Mil	N 55391 PAR HUNDRED TWELVE THOUSAND AND 00/100	("Lender").
Dollars ((U.S. \$1.1.2ΩΩΟΩΩ****). This debt is evidenced by Bor	rower's note
dated the same date as this Security Instrument	("Note") which provides for monthly payments, with the ful	l debt, if not
paid earlier, due and payable on	ill.11.92	y Instrument
modifications of the Note: (b) the payment of all c	other sums, with interest, advanced under paragraph 7 to protec	tensions and t the security
of this Security Instrument; and (c) the performan	ince of Borrower's covenants and agreements under this Securit	y Instrument
and the Note. For this purpose, Borrower does h	hereby mortgage, scapt and convey to Lender the following des	cribed prop-
eny localed in	Cou	my, minois:
	9	
LOT 266 IN CASTLEFORD UNIT NUMBE	ER 3, BEING A SUBDIVISION OF PART OF HOWIE I	N 92110230
19. TOWNSHIP 42 NORTH, RANGE 10.	IE HILLS UNIT 2 IN THE NORTHWEST 1/4 OF SECT, EAST OF THE THIRD PRINCIPAL MERIDIAN,	NOI
ACCORDING TO THE PLAT OF RESUBDI	IVISION RECORDED JULY 15, 1957 AS DOCUMENT	
NUMBER 87391306, IN COOK COUNTY,	ILLINOIS.	
	DEPT-01 RECORDING	\$35.5
DTM: 00 10 1/1 010	DET 1 ST SOURCE	
PIN: 02-19-141-012	T\$3333 TRAN 9833	02/21/92 11:37:00
PIN: 02-19-141-012	. T\$3333 TRAN 9833 . \$7744 \$ € \$=	92/21/92 11:37:00 92-110230
PIN: 02-19-141-012	T\$3333 TRAN 9833	92/21/92 11:37:00 92-110230
	. T\$3333 TRAN 9833 . \$7744 \$ € \$=	02/21/92 11:37:00 92-110230 CORDER

and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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 encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

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the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance 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?.

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. Bottower shall keep the improvements now existing or hereafter erected on

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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall assiste the lien of the priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall be also over the lien of the priority over this Security Instrument, Lender may give Borrower a notice identifying the lien.

the payments.

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. Perfower shall promptly furnish to Lender all notices of amounts to be paid 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

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

3. Application of Payments. Unless applicable law provides otherwis,, all payments received by Lender under under the Note; second, to amounts payable under the Note; second the No

secured by this Security Instrument.

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

no more than twelve monthly payments, at Lender's sole discretion

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 dust. Lander may so notify Borrower shall make up the deficiency in Borrower shall make up the deficiency in another the amount necessary to make up the deficiency. Borrower shall make up the deficiency in an another the amount necessary to make up the deficiency.

If the Funds held by Lender exceed the amounts per, pined to be held by applicable law, Lender shall account to Borrower

Instrument.

The Funds shift or 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 Lean Bunk. Lender analyzing the Eacrow Items. Lender may not charge bottower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Bottower interest on the Funds and applicable law permits Lender to nake such a charge. However, Lender may require Bottower to pay a one-time charge for an independent real estate tax reporting service used by Lender in 30 interest on with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to paid, Lender shall not be required to pay Bottower any interest or estaining on the Funds. Bottower and Lender in 30 inection with this loan, unless applicable law provides otherwise. Unless and the purpose on the Funds and Lender in 31 age to in writing, however, that interest shall be paid on the Funds and the purpose on the Funds and 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 for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security for which each debit to the Funds was made.

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) seatly taxes and assessments which may attain priority over this Security Instrument as a lien on the Propenty; (b) yearly lastrument as a lien on the Propenty; (c) yearly hazard or propenty 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 escrow account under the federal Real Estain Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless and the last sum that last under the federal Borrower's estremance with class to the formation of color of exact the founds in an amount of Funds of current data and among of occast the lesser amount. It so, Lender may imper, collect und hold Funds in an amount of exact the basis of current data and amount not to exceed the basis of current Estender in accordance with applicable law.

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

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

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

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Burrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whe her civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise ma cridly impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and constate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good tan't 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 loss 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 leavehold and the fee tine shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a egal proceeding that may significantly aftest Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce levis or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be injectest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower equesting 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, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note 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 Note

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

in this paragraph.

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 stall be given by by mailing it by first class mail unless applicable law requires use of another method. The notice shart be directed to the

14. Notices. Any notice to Bortower provided for in this Security Instrument shall be given by delivering it or

any prepayment charge under the Mote. a cirect payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without be refunded to Burrower. Lender may choose to make this refund by reducing the principal owed under the Note 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 reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other loan charges tol sected or to be collected in connection

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Bottower's sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's interest in the Property under the terms of this Security incirument; (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 shall be finit and several. Any Borrower who co-signs this Security

this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions 12. Successors and Assigns Bound; Joint 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 forbearance by Lender in exercising any right or remedy shall not be Innigiro of the norman of any definition of the secured of the secured of the original part of the original original of the original of the original original original origina shall ne : * *equired to commence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender

modification of amortization of the sures secured by this Security Instrument granted by Lender to any successor in interest

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or or postpone the due date of the morthly payments referred to in paragraphs. I and 2 or change the amount of such payments. Unless Lender and Bortower otherwise agree in writing, any application of proceeds to principal shall not extend

or to the sums secured by his Security Instrument, whether or not then due. is given, Lender is autherized to collect and apply the proceeds, at its option, cities to restoration or repair of the Property

rrake an award or seule a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice

If the Preperty is abundaned by Botrower, 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 otherwise 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 air 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 Borrower. 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 damager, direct or consequential, in connection with give Borrower notice at the tinic 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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have 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 reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation, secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan. Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall no cause or permit the presence, use, disposal, storage, or release 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 Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any in regulation, claim, demand, lawsuit or other action by 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 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 Substances" are those substances defred as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable of toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, 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 environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not 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; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

and su	24. Riders to this Security Insti- his Security Instrument, the covenar pplement the covenants and agreement k applicable box(es)]	nts and agreeme	ints of each such rider shall b	e incorpor	ated into and shall amend
	Adjustable Rate Rider	Condo	minium Rider		1-4 Family Rider
	Graduated Payment Rider	X Planne	d Unit Development Rider		Biweekly Payment Rider
	X Balloon Rider	Rate I	mprovement Rider		Second Home Rider
	Other(s) [specify]				
and in	BY SIGNING BELOW, Borrower act any rider(s) executed by Borrower	ccepts and agree r and recorded	s to the terms and covenants with it.	contained i	n this Security Instrument
	sses:			21° 10°	- j
******			Villen M		Lack (See)
	0		EILEEN MARILYN FER Social Security Number	RCH	-Borrower
	O/X		•		
******					(Seal).
	Ox		Social Security Number		-Borrower
		Supple Relow This	Line For Acknowledgment]		
state, do	thereby certify that EILE	EEN MARILYN	FERCH, A. NO. C. E.	and for	said county and
Marke	, personal	ly known to	me to be the same p	person(s) whose name(s)
subscribed	l to the foregoing instru	ment, appea	red before me this	day in p	erson, and
acknowledg	ed that <u>She</u> s	igned and d	delivered the said in	nstrumen	t as
HER				•	C
			or the uses and purpo		
Given	under my hand and offici	al seal, th			,
My Commiss	ion Expires:	200		ry.	(SEAL)
INVESTORS 200 EAST	tument was prepared by: S SAVINGS BANK F.S.B. LAKE STREET MINNESOTA, 5539	JI Nota	"OFFICIAL SEAL" ENNIFER J. JOHNSON ry Public, State of Illinois ommission Expires 8/8/95	Form 301	4 9/90 (page 6 of 6 ,rages)

PILANDER DEVALOPMENT RIVER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this
of the same date and covering the Property described in the Security Instrument and located at 4650 N. SAPPHIRE DRIVE, HOFFMAN ESTATES, ILLINOIS, 60195 [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 inCASTLEEORD
(the "Declaration") The Property is a part of a planned unit development known as CASTLEFORD
(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities 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
Lender further covenant and agree as follows
A. PUD Obligations Porrower shall perform all of Horrower'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 p(y), 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 "Ganket" policy insuring the P ope ty which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the largerds Lender requires, including fire and hazards included within the term "extended coverage." then.
(i) Lender waives the provision in Uniferra 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 Co enact 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 equired hazard insurance coverage provided by the master
or blanket policy.
In the event of a distribution of bazard insurance proceeds in it a of restoration or repair following a loss 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, amoving and extent of coverage to Lender.
D. Condemnation. The proceeds of any award or claim for damages, direct of consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas 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 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 liability insurance coverage maintained by the Owners Association unacceptable to Lender.
F. Remedies. It Borrower does not pay PUD 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, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.
Cellen MARILYN FERCH (Scal)
EILEEN MARILIN FERCH (Scal)
-Borrower

Property of Coot County Clert's Office

RALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)
THIS BALLOON RIDER is made this
4650 N. SAPPHIRE DRIVE, HOFFMAN ESTATES, ILLINOIS, 60195 [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 covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):
1. CONDITIONAL VIGHT TO REFINANCE. At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new of sturity Date of
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 conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my morthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately proceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percent up prints 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 wine Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandator, felivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage 20 at (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required not yield is not available, the Note Holder will determine the New Note Rate by using comparable information.
4. CALCULATING THE NEW PAYMENT AMOUNT Provide: the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note header 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 Date (companing my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest in ment every month until the New Note is fully paid.
5. EXERCISING THE CONDITIONAL REFINANCING OPTION The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise ne of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder 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 Note 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 a 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.
EILEEN MARILYN FERCH (Seal) Borrower Borrower

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