WHEN RECORDED MAIL TO: COUNTRYNIDE FUNDING CORPORATION P.O. BOX 7024 PASADENA, CALIFORNIA 91109-8974

LOAN #

6333332

ESCHOW/CLOSING # DTC-008276

EDMONDS

92165044

SPACE ABOVE FOR RECORDERS USE

MORTGAGE

THIS MORTGAC (('Security Instrument") is given on February 19, 1992 TERRANCE J LAWRIN

AND DANA M MECHIEL LAWRIN HUSBAND AND WIFE AS JOINT TENANTS

("Borrower"). This Security Instrument is given to COUNTRYWIDE FUNDING CORPORATION

0EFT-01 RECORDING 158686 TRAN 0228 03/16/92 11:06:00 42122 4 H #-92-168244 COOK COUNTY RECORDER

. The mortgagor is

, and whose

which is organized and existing under the laws c. NEW YORK PASADENA, CA 91109 address is 155 NORTH LAKE AVENUE

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

SEVENTY TWO THOUSAND and 00/100

-6R(IL) (9105)

Dollars (U.S. \$

This debt is evidenced by Borrower's note dated the same are as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable onMarch 1, 1999 . This Security's Instrument secures to Lender: (a) the repayment of the debt evid need by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of J this Security Instrument; and (c) the performance of Borrower's coving its and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois: COOK

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART PERSOF:

which has the address of 1283 WEST INVERRARY LANE , PALATINE 60067 -("Property Address"); Illinois

(Zin Code)

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

VMP MORTGAGE FORMS - (313)293-8100 - (800)521, 7291

(Street, t...
Parm 3014 9/90
Initials: 7 1/4

PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME. RECORDED OCTOBER 25, 1983, AS DOCUMENT NO. 26834625, TOGETHER WITH ITS UNDIVIDED TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1983, AND KNOWN AS TRUST NO. 67568, OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS WHICH SURVEY IS ATTACHED AS EXHIBIT "8" TO THE DECLARATION OF CONDOMINIUM NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DELINEATED ON A SURVEY OF PLATS OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 PARCEL 1: UNIT 'A" IN BUILDING 30 IN INVERRARY WEST PHASE II CONDOMINIUM AS

RECORDED AS DOCUMENT NO. 25880238 FOR INGRESS AND EGRESS. EASEMENT RECORDED AS DOCUMENT 24746034 AND AS AMENDED BY DOCUMENT AND PARCEL 2: EASEMENT FOR BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF

AND EGREGS. TRUST A SPEEMENT DATED APRIL 11, 1983, KNOWN AS TRUST NUMBER SPESS FOR INGRESS AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER 1983, AS DOCUMENT 26834626 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK IN THE DECLARATION OF EASEMENT DATED OCTOBER 20, 1983, AND RECORDED OCTOBER 25, PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH

PERMANENT INDICK TUMBER: 02-01-400-1117

Acopt Contract Clert?

UNOFFICIAL COPY

TOGETHER WITH all the Lasements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in fieu 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 toan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seg. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lenger may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of bands due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance vata 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 at Sastitution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge No. ower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall (of be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that in erest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts per nitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender it may time is not sufficient to pay the Escrow Items when thie, Lender and two 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 had annual, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell as Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Nove, second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under me 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 rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts / be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrumer Unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) co design 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 sub-containing the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attacoriority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender

may make proof of loss if not made promptly by Borrower.

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

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

prior to the acquisition.

6. Occupancy, Presi vizition, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, esablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and their continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lei de. Otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is become that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragram 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes for fature 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 inactor ate 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 acoules fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to entered laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's jobts 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 bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Perrower 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 insurance previously in effect, from an alternate mortgage insurance previously in effect, 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 insurance coverage in these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/90

In the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is chandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

by this Security Instrumera, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly people ats referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Release h Verbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrum int by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security I sarument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge, 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 exc. et'ed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

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 his paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by tederal naw 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 C 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 Nove are declared to

be severable.

Form 3014 9/90 Initials: J.J.L., JAC

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sole of transferroe to a schooling Lender's prior written consent, Lender may, at de option a square immediate payment in full of all some shall not be exercised by Lender's exercise in payment in full of all sams secured and secured

If Lender exercises this option, Lender shall give Borrower notice of a telegration. The their federal law as of the than 30 days from the date the notice is delivered or mailed within which Borrower must pay affect that as of the instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any sum 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 descontinued at any time prior to the earlier of: (a) 5 days on such other personal as applicable law times and the conditions are such times personal as applicable his 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 New 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, bar not limited to, reasonable attorneys, fees, and (d) takes such action as Lender may reasonably require to assure that the hen of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as it 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 θ c change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Lean Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substance: Borrower shall not 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 the zar jous Substances that are generally recognized to be appropriate to nonual residential uses and to maintenance of the Property.

Borrower shall promptly give Localer written notice of any investigation, 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 Berrower 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 defined as toxic or hazardous substances by Environmental Law and the following substances are those substances are those paragraphs or toxic paragraphs.

Environmental Law and the following substances gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials commanded or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federa 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 Morrower 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 Berrywer, 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 pay out 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.

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Property of Cook County Clerk's Office

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shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender date specified in the notice, Lender, at its option, may require immedia e payment in full of all sums secured by this of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence that failure to cure the default on or before the date specified in the hotice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and (alt of the Property. The nutice shall further inform a date, not less than 30 days from the date the notice is given to Bytrower, by which the default must be cured; and (d) applicable law provides otherwise). The notice shall specify: (a) (t)e default; (b) the action required to cure the default; (c) any covenant or agreement in this Security Instrument (5m not prior to acceleration under paragraph 17 unless 21. Acceleration; Remedies, Lender shall give notice to Everower prior to acceleration following Burrower's breach of

NON-UNIFORM COVENANTS. Borrower and Lendor reather coveriant and agree as follows:

to bealth, safety or environmental protection.

as the "Loan Services") has collects monthly payments due under the Note and this Security has been an entire than the change in the change of the Loan Services. Borrower will be given written notice 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 national and the service of the change in accordance with paragraph 14 above and applicable law.

20. Havardous Substances of the loans service with paragraph 14 above and applicable law. The notice will also contain any other information required by applicable law.

21. Havardous Substances of the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property and to maintenance of the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property and to maintenance of the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property and any thandous Substance of the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property and any thandous substance of the Property and any thandous substance of the Property of which thorrower hall promptly give 1 the property and any Harardous Substance of Environmental Law.

As used in this paragraph 20, "Havardous Substance affecting the Property is necessary, Borrower shall promptly take all promptly give 1 thorrower teams, or as under the anyther substance of the property and any thandous substance of the property and any thandous substance of Environmental Law and the following substances affecting the Property is necessary, that any any thandous substances and her flammable or toxic peutoleum products, toxic toxic peutoleum products, toxic all the any thandous substances and the following substances are accordance, or a flammable of the substances of Environmental Law.

As used in this paragraph 20, "Havardous substances," are those subs 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Insurance) 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 as the "Loan Servicer" has collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer. Borrower will be more changes of the Loan Servicer.

acceleration under paragraph 17. Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument and the obligations secured factories are fitted from the continue unchanged. Upon remstatement by Borrower, this Security Instrument and the obligations secured factories as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of by this occurry martinition without intuite notice or definition to from the certain borrower. Bright to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have observed applicable law may specify for temstatement 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 ensurancement or (b) entry of a judgment enforcing this Security Instrument, in acceleration had occurred; (b) cures any 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 agreement; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not infinited to, reasonable attorneys. Ieees, and (d) takes such action as Lender may reasonably require to assure that the Borrower's obtained to, reasonable attorneys. In the Property and Borrower's obligation to pay the sums secured by this Security Instrument. Lender's rights in the Property and Borrower's objection by the sums secured by this Security Instrument.

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

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 for the expiration of this period, Lender may invoke any remedies permitted.

16. Borrower's Copy. Borrower shall be given one conformed topy of the Nois and/of the Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower.

18 all or any part of the Property or a Beneficial Interest in Borrower.

19 all or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural persons without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Distriment. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this focurity Distriment.

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ined in this Security Instrument and in	o terms and coverants conti		BY SIGNING BELOW, Borrower and Witnesses:
	th rider shall be incorporated from Rider of this num Rider nit Development Rider overment Rider	agreements of each suc The surity Instrument as if t [X] Condomir Planned U	24. Riders to this Security Instrum Security Instrument, the covenants and the covenants and agreements of this Sec [Check applicable box(es)] [Adjustable Rider [Adjustable Rider [X] Balloon Rider [X] W.A. Rider

WHEN ALCORDED MAIL TO: COUNTRYWIDE FUND ING CORPORATION P.C. BOX 7024 PASADENA, CAUTORNIA 91109-8974

GFC LOAN # 6333332

ESCROW/CLOSING # DTC UP3276

PARCEL I.D. #

Prepared by: U. CDMORDS 3150 WEST HIGGINS ROAD #145 HOFFMAN ESTATES, IL. 60195

BALLOON RIDER

(Conditional Right to Refinance)

THIS BALLOON RIDER is made this 19 day of February , 19 92 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed 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

COUNTRYWIDE FUNDING CORPORATION, A NEW YORK LORPORATION

(the "Lender") of the same date and covering the property described v. t'e Security Instrument and located at: 1283 WEST INVERRARY LAME PALATIME, IL 60057.

(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 Ride. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receiv, 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 constant contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT 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 Maturity Date of March 1 , 20.22 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay 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 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 monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding 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 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

MULTISTATE BALLOON RIDER - Single Family - Fannie Mae Uniform Instrument

Form 3180 12/89

5,7,10 Year Balloon Mongage Ridor 2C1441US S:91

Page 1 of 2

initials: DL Sm

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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 not yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required not yield shall be the applicable not 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

Provided 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 Holder 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 (assuming 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 referst payment every month until the New Note is fully paid.

5. EXERCISE G THE CONDITIONAL REFINANCING OPTION

The Note Holter will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued by urpaid 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 Pader will provide my payment record information, together with the name, title and address of the person represerting 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 fact 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 ance of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property fee status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new proofthy 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 reasonable fees and the costs associated with exercising the refinance option.

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

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WHEN RECORDED MAIL TO: COUNTRYWIDE FUNDING CORPORATION P.D. BOX 7024 PASADENA, CALIFORNIA 91109-8974

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OAN #: 6333332

ESCROW/CLOSING # DTC 01 1276

PARCEL I.D #: 02-01-400-102-1107

Prepared by: L. EDMONDS 3150 WEST HIGGINS ROAD #145 HOFFMAN ESTATES, LL. 60195

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made wit. 19 day of February 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

COUNTRYWIDE FUNDING CORPORATION, A NEW YORK CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 1283 WEST INVERRARY LANE PALATINE, IL 60067

[Property Address]

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

INVERRARY WEST

[Name of Condominium Project]

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

CONDOMINIUM COVENANTS.In addition to the covenants and agreements nade in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

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

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

Page 1 of 2

Form 3140 9/90

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VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

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- 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.
- 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, whether of the unit or of the common elements, 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 Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owiers Association unacceptable to Lender.
- F. Remedies If For ower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts displayed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Onless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disblays ment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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TERRANCE J LAWRIN	- Borrower
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DANA M M.CHTEL-LAWRIN	- Horrower
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