C232521

FIIA Case No.

131:6676182:734

CONDOMINIUM RIDER

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

THE FIRST MORTGAGE CORPORATION

("Lender") of the state date and covering the Property described in the Security Instrument and located at:

1315 KINGSBURY LEIVE UNIT D. HANOVER PARK, ILLINGIS 60103
[Property Address]

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

HANOVER SQUARE CONDOMINIUMS

No. no of Condominium Project

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

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the conformium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the mazards Lender requires, including fire and other hazards included within the term, 'extended reverage,' and loss by flood, to the extent required by the Secretary, then: (i) Lender waites the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of co-stwelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrover's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage of the Property is deemed satisfied to the extent that the required coverage is provided by the Owners association policy. Burrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lies of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.

FHA Multistate Condomislum Rider - 2/91



C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C 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 Condominium Rider.

Deanne Schneider	sinta_ (Scal)	(Seal
DEMNAS SCHIETER	-Barrower	-Bornwe
	(Seal)	(Scal
700.	-Borrower	-Borrowc
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(Nip Code) ("Property Address"); 1312 KINCEBORY DR. UNIT D. HANOVER PARK **E0109** sionillI Yourself has the address of

TAX 1.D. #07-30-302-002-1124

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. VE VHENDED' IN SECTION 30, TOWNSHIP AT NORTH, RANGE 10, EAST OF THE THIRD DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 21916568, INTEREST IN THE COMMON ELEMENTS IN HANOVER SQUARE CONDOMINIUM NO. AS ONIT D AND GARAGE D IN BUILDING 21 TOGETHER WITH ITS UNDIVIDED PERCENTAGE

aescribed property focated in Count, Illinois: Instrument and the Note, For this purpose, Borrower does hereby mortgage, grant and the Note, For this purpose, security of this Security instruncnt; and (c) the performance of Borrower's covenant and agreements under this Security extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the This Security Instrument secures to Londor: (a) the repayment of the debt evidence. In the Note, with interest, and all renewals, MAY I, 2022 monthly payments, with the full debt, if not paid earlier, due and payable of This debt is evidenced by Borrower's note dated the same date as tors Security Instrument ("Note"), which provides for

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SIXIA SEAEN LHORSVND SEAEN HONDKED VND MON OO

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

address is 19831 COVERNORS HICHWAY, FLOSSMOOR, 1, 60422 STONITI

asonw bmi.

THE FIRST MORTCAGE CORPORATION

To awal off roburt guilaixo bua basinagro at dolfw

("Borrower"), This Security Instrument is given to

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DEVNUE E. SCHUEIDER, A SPINSTER THIS MORTGAGE ("Security Instrument") is made on May L. 1992.

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92,326,275

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments heid by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borroyer. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in, an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Lorrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any morrgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

.First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other bazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note:

Fifth, to late charges due under the Note.



131:6676182:734

ADJUSTABLE RATE RIDER

the Mortgage. Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned mornaleque de bronne of bereach of their bre of the correction and supplement 7661 THIS ADDITIONAL STATES SHIP IS SHIP A SHIP TABLE AND SHIP to yab

THE FIRST MORTGAGE CORPORATION

("Borrower") to secure Borrower's Mote ("Mote") to

(the "Ender") of the same date and covering the property described in the Security Instrument and located at:

1312 KUKCEBUKA DRIAE' GULL D' BYNOAER BYRK' ILLINOIS 60103

(Property Address)

MAXIMUM RATE THE PORROWER MUST PAY. BORROWER'S INTEREST RATE CAN CHANGE AT ANY OUR TIME AND THE BYLE VAD LHE PEDALHUA BYAVIERL' LHE ROLE LIMILS LHE VRODAL LHE THE HOTE COSTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST

Instrument, Borrower and Lender further cover an and agree as follows: ADDITIONAL COVENANTS. Eccudition to the covenants and agreements made in the Security

INLEBERT RATE AND MONTHLY PAYMENT OF AUGES

(A) Change Date

The interest rate may change on the first day of £661 ' ABROTOL Arp tern no pur '

of each succeeding year. "Change Date" means each date on Adde interest rate could change.

prescribed by the Secretary. As used in this Rider, "Secretary means the Secretary of Housing and Urban Change Date, If the Index (as defined above) is no longer available, Leader will use as a new Index any index by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the average yield on United States Treasury Securities adjusted to a constant natural of one year, as made available Beginning with the first Change Date, the interest rate will be based on an index. "Index" means the weekly

Sevelopment or his or her designee." Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes.

Before each Change Date, Lender will calculute a new interest rate by adding a margin of

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limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the

Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the olguiz yan na (20.1) ming oyumoxoog ono mah orom ya osnoroob to osnoroni rovon War ohn teoromi off (D) Limits on Interest Rate Changes

initial interest rate.

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APIL MORTGAGE LORMS (210)293-0100 (490)651-7291



(E) Calculation of Payment Change

if the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lendes will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the rolice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount. (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the nonthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have oven stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assigned even if the Note is otherwise assigned before the demand for return is made.

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

Camp	Camp	(Seal)	(Seal)
DEANNE E. SCHNEIDER	Borrower	Borrower	
(Seal)	(Seal)		
Borrower	Borrower		
Borrower	Borrower		
Space Relow This Line Reserved for Acknowledgment			

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THE FIRST MORTGAGE CORPORATION

19831 GOVERNORS HIGHWAY, FLOSSMOOR, II. 60422

8 10 13	OWNER SWEENEY PLANT SWEENEY
No to the standard motors of the standard of t	My Commission Expires: (This Instrument was prepared by:
free and voluntary act, for the ears and purposes therein set forth.	subscribed to the foregoing instrument, appeared beform the this signed and delivered the said instrument as $- \ln c \tau$
County set COOK Notary Public in and for said county and state do hereby certify	STATE OF HAINOIS, 1, THE UNDERSIGNED 1, THE
BATTIMET	доменто [-
(Imag)	(luos)
(ha2)	
DEVINE E. SCHNEIDER (Scal)	executed by Borrower and recorded with it. Witnesses:
(s) sommined in this Security Instrument and in my rider(s)	BY SIGNING BELOW, Borrower necepts and agrees to the
Anyment Rider $\frac{[x]}{[x]}$ Other $\{Specify\}$ with Rider ADER	Check applicable box(es)
riders are executed by Borrower and recorded together with this incorporated into and shall amend and supplement the covenants at part of this Security Instrument.	Security Instrument, the coverants of each such rider shall be and agreements of this Scenzley Instrument as if the rider(s) were

4. Fire, Finod and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled there to

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit what or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted, hender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 vith, 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Corrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

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4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or posipone the due date of the mouthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled there.

In the event of forcelesme of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Preservation, Ab intenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty days after the oxecution 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 vol., 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be a erged unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Be rower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, bazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

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free and voluntary act, for the esc, and purposes therein set forth. day of Maly Public Holsty Public SMITH History Many Public Holsty Public Commission Expires 1013165	subscribed to the foregoing instrument, appeared belonme this signed and delivered the said instrument as her Given under my hand and official seal, this Instrument was prepared by: This Instrument was prepared by:
County Public in and for said county and share do hereby certify	STATE OF HAINOIS, 1. THE UNDERSIGNED DEANNE E. SCHNEIDER, A SPINSTER
-допожет	1940TOS-
(Jus2) rawornoff- (Jus2)	(JEOS)
DEALINE E. SCHNEIDER (Seal)	executed by Borrower and recorded with it. Witnesses:
he terms contained in this Security Instrument and in any rider(s)	BY SIGNING BELOW, Borrower accepts and agrees to t
Payment Rider Payment Rider ADJUSTABLE RATE RIDER Equity Rider	

Security Instrument, the coverants of each such rider shall be incorporated into and shall amend and supplement the covenants 20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

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exercise of any right or remedy.

successors in interest. Any forbennance by Lender in exercising any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to amortization of the same secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall 11. Norrower Not Released; burbearance By Lender Not a Walver. Extension of the time of payment or modification of

future, or (iii) reinstatement will adversely affect the priority of the fien created by this Security Instrument. commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the has accepted reinstatement after the commencement of forcelosure proceedings within two years immediately preceding the as if Lender and not required inmediate payment in full. However, Lender is not required to permit reinstandant if; (i) Lender proceeding, Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect foreclosure costs and reasonable and customary attorneys! fees and expenses properly associated with the foreclosure bring Borrower's account current including, to the extent they are obligations of Borrower arde this Security Instrument, proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a way sum all amounts required to Borrower's failure to pay an amount due under the Note or this Security Instrument. The cipla applies even after forcelosure

of insurance is solely due to Lender's fullure to remit a mortgage insurance, prominin to the Secretary. such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive praof of Instrument, A written statement of any authorized agent of the Societary dated subsequent to 60 days from the date and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security. eligible for insurance under the Antional Housing Act within 60 days from the date horsof. Lender may, at its option (e) Mortgage Not Insured. Borrower agrees that snown this Security Instrument and the Note secured thereby not be

10. Reinstatement, Borrower has a right to be reinstated if Lender has required is anediate payment in full because of

Instrument does not authorize acceleration or fartebare it not permitted by regulations of the Secretary. rights in the case of payment defaults to require immediate payment in full and forcefose it not paid. This Security

2) Regulations of HUD Secretary, in any circumstances regulations issued by the Secretary will limit Leader's

nor require such payments, Lender dozs not waive its rights with respect to subsequent events.

(c) No Walver, If chemistances occur that would permit Lender to require intracdiate payment in fail, but Lender does

agnitement of the Cereminiper

purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the (ii) The virgory is not occupied by the purchaser or grantee as his or her principal residence, or the otherwise transferred (other than by devise or descent) by the Borrower, and

(i) Alt on part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(h) Sule Without Credit Approval, Lender shall, if permitted by applicable law and with the prior approval of the

Security Instrument.

(ii) Borrower defaults by failing, for a period of thirty days, to perform may other obligations contained in this on the due date of the next monthly payment, or

(i) Borrower definitis by fulling to pay in full any monthly payment required by this Security Instrument prior to or require immediate payment in full of all sums secured by this Security Instrument it:

(a) Definit, Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults.

9. Grounds for Acceleration of Debt.

8. Fees, Lender may collect fees and charges authorized by the Secretary.

outstanding indebtedaess under dote note from bestellt authorism shall be paid to this eithe fall of thereto. referred to in paragraph 2, or change the amount of such payments, Any excess proceeds ever an amount required to pay all

- 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 9.b. 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, forhear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. 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 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.
- 14. Governing Leve; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the emperty 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 conflictory provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Vistament; (b) Legtler shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rems and has not and wifen at perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property oefore or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt accured by the Security Instrument is paid in full.

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

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. 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.
 - 19. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

