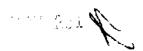
, PREPARED BY AND MAIL TO:

LOAN # 7902972

MIDWEST MORTCAGE SERVICES, INC. 1901 SOUTH MEYERS ROAD, GUITE 300 OAKBROOK TERRACE, IL 60181



92379479

[Space Above This Line For Recording Data]

## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on MAY 27th, 1992 . The mortgagor is

CHRISTING BUCKNER, DIVORCED, NOT REMARKIED

("Borrower"). This Security Instrument is given to INTERSTATE BANK OF OAK FOREST

which is organized and existing under the laws of

 $r_{i}g$ ILLINOIS THE STATE

, and whose

address is 15533 S. CICERO AVENUE

OAK FOREST, IL 60452

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

FIFTY SEVEN THOUSAND SIX HUNDRED & 00/100

57,600.00 Dolars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instruction ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2027 Instrument secures to Lender: (a) the repayment of the debt evidenced 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 this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this security Instrument and the Note. For this nurpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in TAX ID #: 28 31 407-008-1015 County, Illinois:

SEE ATTACHED ADDENDUM "A"

which has the address of 18019 G OAK PARK AVENUE

TINLEY PARK

[Street, City].

Illinois

60477 [Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mao UNIFORM INSTRUMENT

("Property Address");

Page 1 of 6

Form 3014 9/90 Amended 5/91

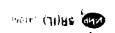
Ø#P -6R(IL) (\$105)

VMP MORTGAGE FURMS (010)290-8100 - (800)821-7201

7902972

Initiale: 🐠





colling actions set forth above within 10 days of the graing of notice.

Security historical, Lender may give borrower a nonce identifying the hen, Borrower shall sausfy the lien of take one of more this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this enforcement of the heit or (c) accures from the holder of the ten an agreement satisfactory to Lender subordinating the fien to b), or delends against enforcement of the liet in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the ben in a manner acceptable to Lender; (b) contests in good faith the fien Borrower shall prompily discharge any ben which has priorily over this Security lustrument unless Borrower; (a) agrees in

horrower makes these payments directly, Borrower shall prompily furnish to Lender receipts evidencing the payments, person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If whereanous in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay then on time directly to the which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay these

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property durch to interest due; fourth, to principal due; and last, to any tate charges due under the Mote.

I and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; A Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

շատույչ լուղասար Property, shall apply any Funds held by Lender at the time of acquismon or sale as a credit actinal the sums secured by this

held by Lender, H. under paragraph 21, Lender shall acquire or soft the Property, Lender, prix to the acquisition or safe of the Upon payment in full of all sums secured by this Security Instrument, Lender shall promit refund to Borrower any Funds

monthly payments, at Lender's sole discretion to Lender the amount necessary to make up the deficiency. Borrower shall make up the deliciency in no more than twelve not sufficient to pay the Escrow flems when due, Lender may so notify Born wer in writing, and, in such ease Borrower shall pay the excess builds in accordance with the requirements of applicable law. If the amount of the builds held by Lender at any time is

It the Finnds held by Londer exceed the amounts permitted to be held for applicable law, Lender shail account to Borrower for The more are pledged as additional security for all sums secure; by this Security insumment

ammal accounting of the Funds, showing credits and debuts to the Fur ds and the purpose for which each debit to the Funds was Lender why agree in griung, however, that interest shall be paid on the Funds. Lender shall give to Borrower, critiqui charge, an requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Pands. Borrower and Leader in connection with this loan, unless applicable taw provides otherwise. Unless an agreement is made or applicable law However, Londor may require Borrower to pay a continue charge for an independent real estate tax reporting service used by me tecrow hous, notes tendar pays borrower interest on the Funds and applicable law permits Lendor to make such a churge. henes, Lender may not charge Borrower for be ding mid applying the Funds, armadily analyzing the escrow account, or verifying Lender, it Lender is such an institution of in any Pederal Home Loan Bank, Lender shall apply the Funds to pay the Escrove The Funds shall be held in an insulation awhose deposite are insured by a fedoral agency, insuramentality, or entity (including

otherwise in accordance with applicable law. entimate the amount of Funds due or the basis of current data and reasonable eatimates of expenditures of future. Escrow limits by amount it so, hender may, at eny time, collect and hold Funds in amount not in exceed the lesser amount. Lender me arrended from time to til ie, 1.1 U.S.C. Section 2601 et seq. ("RESPA"), imleas another law that applies to the Funds sets a lessec mortgage louis may secret for Borrower's escrete account under the federal Real Estate Seulement Procedures Act of 1974 as Londer may, at any pract collect and hold Funds in an amount not to exceed the maximum amount a lender for a foder dly related provisions of parage pix s, in hear of the payment of mortgage insurance premiums. These name are called "Escrow Items," any: (e) yearly her usurance premiums, if any) and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, it any; (c) yearly hazard or property insurance premiumist (d) yearly flood insurance premiums, it and assessments which may alian priority over this Security Instrument as a lien on the Property; (b) yearly leasthold payments Condet on the day mentally payments are due under the Wote, until the Wote is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written warver by Lender, Borrower ahalf pay to buncibal of and ancrest on the debt evidenced by the Mole and any propayment and late charges due under the Mole,

Borrower shall promptly pay when due the l. Payment of Principal and Interest; Prepayment and Late Charges. UNIVORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited will defend generally the tale to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

BORROWER COVENANTS that Borrower is lawfully scused of the counce bereby conveyed and has the right to morigage, All of the toregoing is referred to in this Security Instrument as the "Property."

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOXECTHER WITH all the improvements now or hereafter erected on the property, and all custominis, appurionances, and

5. Hazard or Property Insurance. Borrower shall keep the improvenients how existing or herentter erected on the Property insured against toss 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 Bor over otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly proments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lenger, 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; 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 Lender otherwise agrees it, writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrow as 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 crimmal, is begun that in Lendel's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Inst un ent or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's agreest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Bor ower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leaseltold and the fee title shall not merge unless Londer agrees to the merger in writing,
- 7. Protection of Lender's Rights in the Property. 11 Borrower tails to perform the coverants 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 torfedure or to enforce laws or regulations), there cender 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 hen which has priority over this Security Instrument, appearing in court, maying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paregraph 7, Lender does not have to do so.

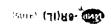
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Noic rate and shall be payable, with interest, upon notice from Lender to Borrower 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 insurer approved by Londer. B substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the verify mortgage insurance premium being paid by Borrower when the insurance coverage laused or ceased to be in effect. Under will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

(4105) -6R(IL) (8105)



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given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to conflicts with applicable law, such conflict shall not affect other proviseons of this Security Instrument or the Note which can be jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the

[паплиненгара] ре фесигед 10 иале респ given to Borrower or Lender when given as provided in this paragraph. address stated hereur or any other address bender designates by notice to Borrower. Any notice provided for in this Security an) onice address horrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's by tust class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing at cataN odi roban

Borrower. If a retund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. render may choose to make this reland by reducing the principal owed under the Note of by making a direct payment to commissed final, and (b) any surestance decreated from Borrower which exceeded permitted linus will be refunded to Borrower. secon the permuted lumis, then: (a) any such loan charge shall be reduced by the amount necessary in reduce the charge to the and that have is timally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan 13) Posti Charges. It the losti secured by this Security Instrument is subject to a lite, which sets musimum josti charges.

виже яну весовнова with regard to the terms of this Security Instrument or the Yole without that Borrower's consoni. secured by this Security Instrument; and (c) agrees that Lender and any other Borrows, may agree to extend, modify, forbear or BOITOMER'S INDUCES IN the Property under the terms of this Security instrument, (b) is not personally obligated to pay the sums instrument hat goes not execute the Note: (a) is co-signing this Security Lymentoni only to mortgage, grant and convey that paragraph 17, Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of center and florrower, subject to the provisions of

zirb. To sinomoorga lung silmovoo: off canagie of chibidaid laseves and triot, found signes has sinomoorded in

in misrest. Any forbourance by Lender in exercising any right or remedy shall met be a waiver of or preclude the exercise of any the sums secured by this Security Instrument by reason of Eny tenent made by the original Bortower of Bortower's successors. commence proceedings against any successor in interest of influee to extend time for payment or otherwise modify amortization of not obetate to release die hability of the original Borrower's successors in interest, Lender shall not be required to of amortization of the sums secured by this Security Distriment grantee, by Lendor to any successor in inferest of Borrower shall

11. Borrower Not Released; Forbearacce By Lender Not a Waiver. Extension of the time for payment or modulication  $\mu e$  the thic monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwas agree in writing, any application of proceeds to principal shait not excend or postpone ру this Security histomiant, whother or not then due.

is authorized to collect and apply the proceeds, at its option, either to extoration or repair of the Property or to the sums secured award or scule a claim for damages, Borrower fails to respond to Lender within 30 days after the date the nouce is given, Lender

it the Property is abund ned by Borrower, or it, after nouve by Lender to Borrower that the condemnor offers to make an anny secured by this 2000 of instrument whether or not the sums are then due.

horrower and bender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property inmoduled before the takeng is less than the amount of the sums secured inmodulely before the taking, unless 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 the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the Secouty insumment shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of раздинием инвесситедь редоле пре парине, вијем Воптом ст ана септост облежние адгос из writing, die sams secured by this asing of the Property manachated before the taking is equal to or greater than the amount of the sums seemed by this Security whether or not their due, with any excess paid to Borrower in the event of a partial taking of the Property in which the fair market. in the event of a lotal taking of the Property, the proceeds shall be applied to the suns secured by this Security insuranent,

upport of pied acitieds condemnation of other taking of any part of the Property, or for conveyance in feet of condemnation, are hereby assigned and 40. Condomination: The proceeds of any award or claim for damages, ducet or consequential, in connection with any

Восточет пойсе ак the time of or prior to an inspection specifying reasonable cause for the inspection.

9, to spection. Lender or as agent may make reasonable outlies upon and inspections of the Property, Lender shall give изнивиес сидз из всеокрисс мир вих мирои вкассинси регмсей роскомствид гондег от applicable law.

premiums required to mandam mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an ansurer approved by Lender again becomes available and is obtained. Borrower shall pay the paymonts may no longer be required, at the option of Lander, if mortgage insurance coverage (in the amount and for the period

I of this Security Instrument. 16. Borrower's Copy.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lander 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 reinstalement) 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 obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17

19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or nore times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that callects 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 notic, 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 Su st inces. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on a in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any an ironmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of lazardous Substances that are generally recognized to be appropriate to normal residential uses

and to maintenance of the Property.

Borrower shall promptly give conder 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 Borrower learns, or is notified by any governmental or regulatory authority, that any

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 Heyartons Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance will environmental Law.

As used in this paragraph 20, "Hazartons Substances" are those substances defined as toxic or hazardons substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and berbicides, volatile solvents, increase containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means te level laws and laws of the jurisdiction where the Property is located that relate to be tell the reference of the property of

to health, safety or environmental protection,

NON-UNIFORM COVENANTS. Borrower and Len'er further covenant and agree as follows:

21. Acceleration: Remedies. Lender shall give notice to Porrower 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 (2) 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 as ort in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and for closure. 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 mny foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provider 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.

Form 3014 9/90 Intere Car



PARCEL 1 UNIT NUMBER 18019-161 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL 1): THAT PART OF LOT 94 IN OAK COURT, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST COMPANY OF SAID LOT 94; THENCE NORTH ON THE WEST LINE OF SAID LOT 94, ALSO BEING THE EAST LINE OF SOUTH OAK PARK AVENUE, A DISTANCE OF 409.0 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID 24, ALSO BEING THE NORTH LINE OF 181ST STREET, A DISTANCE OF 113.30 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 94, A DISTANCE OF 18.0 FEET, THENCE WEST AT RIGHT ANGLES 0.93 FEET, THENCE FORTH 13.77 FEET, THENCE EAST 4.93 FEET; THENCE NORTH 5.89 FEET, THENCE VEST 5.00 FEET, THENCE NORTH 9.90 FEET; THENCE WEST 0.66 FEET, THENCE NUMBER 19.50 FEET, THENCE EAST 5.0 FEET; THENCE NORTH 23.0 FEET, THENCE EAST 5 0 FEET, THENCE NORTH 20.55 FEET; THENCE WEST 5.0 FEET, THENCE NORTH 15.11 FEET; THENCE EAST 0.66 FEET; THENCE NORTH 9.95 FEET; THENCE EAST 5.00 FEET: THENCE NORTH 5.82 FEET; THENCE WEST 5.08 FEET; THENCE HORTH 13.85 FEET; THENCE EAST 1.08 FEET; THENCE NORTH 18.02 FEET TO A POINT 1 9.90 FEET EAST OF THE WEST LINE OF SAID LOT 94; THENCE EAST 60.35 FEET; THENCE SOUTH 18.05 FEET; THENCE EAST 1.03 FEET; THENCE SOUTH 13.70 FEET, THENCE WEST 5.03 FEET; THENCE SOUTH 5.97; THENCE EAST 5.00 FEET, THENCE SOUTH 10.10 FEET, THENCE EAST 0.68 FEET; THENCE SOUTH 19.20 FEET, THENCE WEST 5.0 FEET; THENCE 23.03 FEET; THENCE WEST 5.0 FEET; THENCE SOUTH 20.0 FEET; THENCE EAST 5.0 FEET; THENCE SOUTH 19.50 FEET, THENCE WEST 0.67 FEET, THENCE SOUTH 10.13 FEET; THENCE WEST 5.00 FEET; THENCE SOUTH 5.55 FEET; THENCE EAST 4.95 FEET. THENCE SOUTH 14.10 FEET; THENCE WEST 0.95 FEET; THENCE SOUTH 18.03 FEET TO A POINT 408.95 FEET NORTH OF THE SOUTH LINE OF SAID LOT 94, TRENCE WEST 60.36 FEET TO THE PLACE OF PEGINNING, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO DECLARATION OF CONDOMINIUM MADE BY LASALLE NATE BANK, A NATIONAL BANKING ASSOCIATION, AS ARUSTEE UNDER TRUST AGREEMENT DATED APRIL 7, 1972 AND KNOWN AS TRUST NUMBER 43963 FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER LR 2804028; IDGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS ALSO PARCEL 2 EASEMENTS TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED APRIL 18, 1973 AND FILED MAY 1, 1973 AS DOCUMENT NUMBER LR 2688926 AND SUPPLEMENTAL DECLARATION DATED MARCH 25, 1975 AND FILED AFRIL 23, 1975 AS DOCUMENT NUMBER LR 2804027 AND AS CREATED FROM LASALLE NATL BANK, NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DATED APRIL 7, 1972 AND KNOWN AS TRUST NUMBER 43963 TO DANIEL A. AND

SANDRA L. DRYER DATED MAY 30, 1975 AND FILED JUNE 27, 1975 AS DOCUMENT NUMBER 2815704 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.



## FIXED/ADJUSTABLE RATE RIDER

(10 Year Treasury Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27th day of MAY , 19 92 , 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 Fixed/Adjustable Rate Note (the "Note") to

INVERSTATE BANK OF OAK FOREST (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

18019-G OAK PARK AVENUE TINLEY PARK, ILLINOIS 60477

[Property Address]

THE NOTE ('RI)VIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAY MENT CHANGES

The Note provides for an initial fixed interest rate of 8,350 %. The Note provides for a change in the initial fixed rate, as follows:

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The initial fixed interest rate I will pay will change on the first day of which is called the "Change Date."

JUNE

1999

(B) The Index

THE INITIAL INDEX VALUE FOR THIS LOAN IS 7.590%

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

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

#### (C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND ONE HALF percentage point(s) ( 2.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

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

#### (D) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than which is called the "Maximum Rate".

14.350

Carried Charge

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-10 YEAR TREASURY -Single Family-Fannie Mae Uniform Instrument

#### (E) Effective Date of Change

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

#### (F) Notice of Change

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

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

(Seal)

Borrower

(Seal)

Borrower

(Seal)

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## CONDOMINIUM RIDER

day of MAY THIS CONDOMINIUM RIDER is made this 27th 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

INTERSTATE BANK OF OAK FOREST

(the "Lender")

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

18019-C OAK PARK AVENUE TINLBY PARK, ILLINOIS 60477

[Property Address]

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

OAK VILLAGE

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds tire to property for the benefit or use of its members or shareholders, 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 made in the Security Instrument, Borrower and Lender further covenant an Lagree 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 large (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promotly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- So long as the Owners Association mair ams, with a generally accepted insurance B. Hazard Insurance. carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the negards 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 one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard it sura ce 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

- Horrower shall take such actions as may be reasonable to insure that the C. Public Liability Insurance. Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- 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

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

Page 1 of 2

Form 3140 9/90



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 Owners Association unacceptable to Lender.
- F. Remedies. If For ower does not pay condominum 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 ! ender to Borrower requesting payment.

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

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