

COOK COUNTY, ILLINOIS FILED FOR PEODED

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 21ST, day of JULY, 1993. The mortgagor is PATRICIA B REARDON DIVORCED & NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to MORTGAGE CAPITAL CORPORATION which is organized and existing under the laws of Minnesota, and whose address is 111 E. KELLOGG BLVJ. ST. PAUL MN 55101, ("Lender"). Borrower over Lender the principal sum of NINETY THOUSAND AND NO/100 DOLLARS (U.S. \$ 90,000 00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the first day of AUGUST, 1998. This Security 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 of 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 purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in cook County, Illinois:

UNIT NUMBER 1867 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, (HEREINAFTER REFERRED TO AS PARC'LI, PART OF LOT 1, IN WILLOW SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1// OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIA", WHICH SAID SURVEY IS ATTACHED AS EXHIBIT "A", TO A CERTAIN DECLARATION OF CONLOMINIUM OWNERSHIP, MADE BY THE BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST A PREMENT DATED, DECEMBER 21, 1976, AND KNOWN AS TRUST NUMBER 2412, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24443890; TOGETHER WITH AN UNDIVIDED 14.286 PERCENT INTEREST IN THE SAID LARCEL, (EXCEPT FROM THE SAID PARCEL, ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS OWNERSHIP AND SURVEY), IN COOK COUNTY, ILLINOIS

PIN # 04-24-215-045-1007

which has the address of 1867 WILLOWVIEW,

NORTHFIELD

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general ("Property Address"); and a

appurtenences, and fixtures now or hereafter elected on the property, and all essements, (identicative appurtenences, and fixtures now or hereafter a part of the property. All replacements and additions shall return also be covered by this Security Instrument. All of the foregoing is referred to in this Security and 1.8 Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right has nowowed to mortgage, grant and convey the Property and that the Property is unencombered, except for encombrances and mill defend generally the title to the Property against all claims and mill defend generally the title to the Property against all claims and mill 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.

PAGE 1 OF 6

SECTION STATE COMMENT OF THE PROPERTY OF STATES

ILLINOIS-Single Family-Famile Mae/Fredddie Mac UNIFORM INSTRUMENT Form 3014 9/90 INITIALS:

UNIFORM COVENANTS. BOTTOMER BY CONTRACT AND BEING CONTRACT BELLEVILLE CONTRACT BY

1. Payment of Principal and Interest; Prepayment and Late Charges. Sorrower 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, Sorrower 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; (a) yearly mortgage insurance premiums, (f any; and (f) any sums payable by Sorrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Sorrower'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 seq. ("RESPAM"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expanditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or intity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender the held apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying this 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 Sorrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in correction with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. 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 add the purpose for which each debit to the Funds was made. The Funds are pledged as add the purpose for which each debit to the Funds

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in recordance with the requirements of applicable law. If the amount of the Funds held by Lender at any tike is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. 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 Sicurity instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, and I 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 Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to p incipal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Securit. Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the memor 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 to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the resyments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless sorrowers (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement or the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) the current from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this accurity Instrument. If Lender determines that any part of the Property is subject to a lien which are attain priority over this Security Instrument, Lender may give Sorrower a notice identifying the lien. Sorrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other 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.

restoration or repair of the Property damaged, if the restoration or repair is economically, femalial 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 acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the

6. Occupancy, Preservation, Maintenance and Protection of the Property; Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or extenuating circuratances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, rilow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any frageiture action or proceeding, whether civil or criminal, is begun 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 partyraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith of ceraination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also to 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 properties the material information) in connection with the loan evidenced by the Note, including, but not limited to, and research representations concerning Borrower's occupy toy of the Property as a principal residence. If this Security Instrument is on a leasehold, Sorrower shall comply with all the provisions of the lesse. If Borrower page 197 acquires fee title to the Property, the Leasehold and the fee title shall not merge unless Lender agrees and variety of to the merger in writing.

7. Protection of Lunder's Rights in the Property. If Borrower fails to perform the covenants and property. and agreements contained in this Security Instruent, or there is a legal proceeding that may a contained in this Security Instruent, or there is a legal proceeding that may a contained in this Security Instruent, or there is a legal proceeding that may a contained in this Security Instruent, or there is a legal proceeding that may a contained in this Security Instruent, or there is a legal proceeding that may a contained in this Security Instruent, or there is a legal proceeding that may a contained in this Security Instruent, or there is a legal proceeding that may a contained in this Security Instruent, or there is a legal proceeding that may a contained in this Security Instruent, or the contained in the contained in the contained in this Security Instruent, or the contained in the significantly effect Lender's rights in the Property (suri as a proceeding in bankruptcy, probate, for west for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is a contract of the condemnation of the co necessary to protect the value of the Property and Lender's digits in the Property. Lender's actions may to opposite 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 while week and 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 No. 10 100000000 secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these the security is amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with have the interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a Londition of making the loan secured by this Security Instrument, Borrower shall pay the premiums recuired to maintain the was request mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender 1977 and 1987 and 1 tapses or ceases to be in effect, Borrower shall pay the premiums required to potain coverage some seal thank substantially equivalent to the mortgage insurance previously in effect, at a coat mostantially and all equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate , and to work mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not approved by Lender. available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearty/mortgage 👑 insurance premium being paid by Borrower when the insurance coverage lapsed or cassed to be in interest Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Logs reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage in the coverage of the cov 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 agraement 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 a surface and रायाल्याचा अपूर्ण यू अर्थ मार्थिक अर्थ होत the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, win done that connection with any condennation or other taking of any part of the Property, or for conveyance in lifeurof requirements condemnation, are hereby assigned and shall be paid to Lander. THE WE STOLES OF THE REPORT OF THE PROPERTY OF to the caparaties of this period, teach

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In the event of a total taking of the property, the process shall be applied to the sums secured by this Security Instrument, whether of the chiral 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 abandoned 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 Instrument, 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 payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Maiver. 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 Sorrower 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 effice to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forhumenous by Lender in exercising any right or remedy shall not be a Maiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Cound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instruent shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of purgraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Society Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to Fortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to psy 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 of the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Securit Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to that the interest or other loan charges collected or to be collected in connection with the loan exceld the permitted limits, then: (a) any such loan charge shall be raduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted (fails will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed array the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will by treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by ds[Tvering 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 Borrowin designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address streed herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this pingraph.
- 15. Governing Lew; Severability. This Security Instrument shall be governed by federal lew and the law of the jurisdiction in which the Property is located. In the event that any provision or a suse of this Security Instrument or the Note conflicts with applicable law, such conflict shall not offer, other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 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 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 smalled 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.

Aproger alfall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuent 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 tien 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 more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain may other information required by applicable law.

20, Hazardous Tubstances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Halarchus Substances on or in the Property. Borrower shall not do, nor allow amyone eige and out of to do, enything affecting the Property that is in violation of any Environmental Law. The preceding two is in Allertia sentences shall not apply to be presence, use, or storage on the Property of small quantities of Hazardous Substances that and generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lander written notice of any investigation, claim, demand, lawsuit or parter whom other action by any governmental or regulatory agency or private party involving the Property and any parageness Hezerdous Substance or Environmental wall which Borrower has actual knowledge. If Borrower learns, or is a compact which notified by any governmental or regulatory subority, that any removal or other remediation of any examples of the Mazardous Substance affecting the Property is Decessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Succences" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other appropriately and flammable or toxic petroleum products, toxic pesticires and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive maturials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further coverent and agree as follows: The provide the coverence of the coverence following Borrower's breach of any covenent or agreement in this Security Instrument (but not prior to acceleration under paragraph ?7 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to sure 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 (1) 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 Francis, The notice shall further inform Borrower of the right to reinstate after acceleration and the light to assert in the or page recognition foreclosure proceeding the non-existence of a default or any other defense of Sorroy, to acceleration and page 300,000 foreclosure. If the default is not cured on or before the date specified in the notice, a Lender at $- \pm t + \frac{1}{2} + \frac{1}{2$ option may require immediate payment in full of all sums secured by this Security Intrument Without 2 10% 10%5 10 further demand and may foreclose this Security Instrument by Judicial proceeding. Lenger shall be to Add Add CHITE entitled to collect all expenses incurred in pursuing the remedies provided in this vertaraph 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.

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

(Check applicable box(es))

[] Adjustable Rate Rider

DCI Condominium Rider

(] 1-4 Family Rider

[] Graduated Payment Rider

[] Planned Unit Development Rider [] Biweekly Payment Rider

IXI Religion Rider

[] Rate Improvement Rider

[] Second Home Rider

1 1 V.A. RIDER

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[] Other(s) (specify)

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ILLINOIS-Single Family-Famnie Mae/Fredddie Mac UNIFORM INSTRUMENT

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STATE OF IL, COOK O	County se:			
, the undersigned, ATRICIA & REARDON	a Motary Public fr		and state do hereby certify that	
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personally known to			name(s) 18 subscribed to the	
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BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 21ST day of JULY, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgaga, 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 MORTGAGE CAPITAL CORPORATION (the "Lender") of the same date and covering the property described in the Security, Instrument and located at: Butte Maturity Directions and approximation of 1867 WILLOWVIEW, NORTHFIELD, IL 60093a sing or I were out to like here [Property Address] power office that was a sold off

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to

ADDITIONAL COVERANCE. In addition to the covenants and agreements in the land security Instrument, Perrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the local Note: and left country and a societaria soci

COMDITIONAL RIGHT TO REFERENCE

At the maturity date of the Note and Security Instrument (the "Note Maturity were Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date pro first day of AUGUST, 2023 (the "New Maturity Date"), and with an weblok of the interest rate equal to the "New Lorn Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met. (the sou "Conditional Refinance Option"). If chose conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that I will thave more to repay the Note from my own resources or find a lender willing to lend me they money to repay the Note. o this later

2. COMDITIONS TO OPTION

If I want to exercise the Conditional Refin in e Option, certain conditions must be met as of the Note 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 Note Maturity Date; (3) Chare are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the New Loan 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.

CALCULATING THE NEW LOAN RATE

Programme and appearance

The New Loan Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Loan Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinance Option. If this required net yield is not available, the Note Holder will determine the New Loan Rate by using comparable information.

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CALCULATING THE NEW PAYMENT AMOUNT CIAL COPY

Provided the New Loan 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 Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Loan at the New Loan Rate in equal monthly payments. result of this calculation will be the new amount of my principal and interest payment every month until the New Loan is fully paid.

5. EXERCISING THE CONDITIONAL REPINANCE OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinance Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise Conditional Refinence Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinance Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed New Loan Rate based upon the Federal Home Loan fortgage Corporation's applicable published required net yield in effect on the date and time 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 lien status. Before the Note Maturity Date the Note Holder will advise me of the rew interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance posicy.

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

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PATRICIA B REARDON	Borrower		Borrower
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UNOFFICIAL COPY CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21ST day of JULY, 1993, 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 MORTGAGE CAPITAL CORPORATION, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1867 WILLOWVIEW, NORTHFIELD, IL 60093-[Property Address]

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

WILLOW GREEN CONDOMINIUM

[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 benefit or us. of its members or shareholders, the Property also includes Borrower's interest in the Cwners Association and the uses, proceeds and benefits of Borrower's interest.

CONDONINIUM CONTENANTS. In addition to the covenants and agreements made in the Security Instrument, Corrower and Lender further covenant and agree as follows:

- A. CONDOMINIUM COVETANTS. 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, [1] 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 satisfactory 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," them:
- (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 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 my 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, whicher to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall become any excess paid to Lender for application to the sums secured by the Sacurity Instrument, with any excess paid to Borrower.

- C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a jublic liability insurance policy acceptable in form, amount, and extent of coverage in lender.
- D. COMDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation of other taking of all or any part of the Property, whether of the unit or of the common staments, 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.

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MULTSTRY CONDUNKER (1973) -- Color Form Flag Garc

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F. REMEDIES. If Borrower does not pay condominium does and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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