WHEN RECORDED MAIL TO: DOCUMENT CONTROL DEPARTMENT P.O. BOX 7024 PASADENA, CALIFORNIA 91109-8974

CFC LOAN #

0

8127470

EBCHOW/CLOSING # 1359055

Prepared by: T

SPACE ABOVE FOR RECORDERS USE

### **MORTGAGE** 93710621

THIS MORTGAGE ("Security Instrument") is given on July 30, 1993 MAX S SHULMAN A SINGLE MAN

. The mortgagor is

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

DEPT-01 RECORDINGS T#0011 TRAN 6761 09/07/93 11:23:00

-93-**●1508 ●** 

COOK COUNTY RECORDER

which is organized and existing under the laws of MEW YORK address is 155 NORTH LAKE AVENUE PASADUNA, CA 91109 ("Lender"). Borrower owes Lender the principal sum of

and whose

FORTY NINE THOUSAND and 00/100

Dollars (U.S. \$ 49000.00

This debt is evidenced by Borrower's note dated the same care as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payobic on August 1, 2000 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 purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clart's Office County, Illinois: COOK

SEE ATTACHED

P.I.N # 08-10-201-024-1079

which has the address of 1405 EAST CENTRAL , ARLINGTON HEIGHTS ("Property Address"); Illinois

60004 -

1Zip Codel

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

-6R(IL) (9212) CFC (3/93)

YMP MORTGAGE FORMS - (010)280-8100 - (800)521-7291

|Stroot, City|.

Form 3014 9/90 Initials: M!



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

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

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable flaw or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any tine, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may may time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds of our the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrow a for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrow or interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall 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 account to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for an annual security Instrument.

If the Funds held by Lender exceed the amounts permitt of to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so problet Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Bor over shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrumen', 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, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

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

Form 3014 9/90 Initials: MSS

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.

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

prior to the acquisition.

6. Occupancy, Preservation Maintenance and Protection of the Property; 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 cherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are ix youd Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is 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 paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeitere of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender security interest. 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 with any material information) in connection with the loan evidence 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 leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower in . to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable automeys' fees and entering on the Property to make repairs. Although Lender may ake action under this paragraph 7, Lender

does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional up to T. Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borro ver requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the long secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in (fleet II, 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 Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each mortain a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/90

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair nurket value of the Property immediately before the taking, unless Borrower and Lender of the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender of the 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 exactored by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for durages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and topy 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 o'ner wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment; referred to in paragraphs 1 and 2 or change the amount of such payments.

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

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by find class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice plovided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this pluagraph.

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

-6R(IL) (9212) CFC (3/93)

Form 3014 9/90 Initials: MSS

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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 soms 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. Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the hen of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under puragraph 17.
19. Sale of Note: Clange 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 c ar ge in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servi et and the address to which payments should be made. The notice will also commit any other

information required by applicable law.

20. Hazardous Substances. 30° over shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses

and to maintenance of the Property.

Borrower shall promptly give Lender vitten notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private pacy involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all

necessary remedial actions in accordance with Environmental Law.

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

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

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

Borrower shall pay any preparation and recordation costs permitted under state law.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Form 3014 9/90 initials: 1455

Property of Cook County Clerk's Office

Security Instrument, the covenants and agree the covenants and agreements of this Security	ements of each such rider shall be incorpo	Borrower and recorded together with this trated into and shall amend and supplement I this Security Instrument.
[Check applicable oox(es)]  Adjustable Pate Rider(s)  Graduated Pay ne D Rider  Balloon Rider  V.A. Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower accep	, and agrees to the terms and covenants of	contained in this Security Instrument and in
any rider(s) executed by Borrower and record	led एकि it.	1 0
Witnesses:	great S	. Shu kurain (Scal)
	MAX S SHULMAN	. Shelman (Scal) Harrower
	$\tau_{\circ}$	(Scal)
		-Horrower
	(Scal)	(Scal)
	-florrower	-Horrower
STATE OF ILLINOIS,	Count Count	y 58:
1. James R Stuck	, a Notary Public in and for .	aid county and state do hereby certify that
Max S Shu	Iman bachelor	
	, personally known to m	ne to or the same person(s) whose name(s)
subscribed to the foregoing instrument, appear	red before me this day in person, and ackn	owledged that he
Given under my hand and official seal, thi	is 30T1 day of July	ises und parpos a uncrem ser torus.
My Commission Expires:	Notary Public	K Han
	(1011), 12110	Cio
This Instrument was prepared by: Prepared	by: T. SWANSON	OF TANK
-6R(IL) (9212) CFC (3/93)	Page 6 of 6 127AR	OFFICIAL SEAL. JAMES R. STUCKER FORM 3014 9/90 RY PUBLIC STATE OF YILINOIS MMISSION EXP. JULY 29, 1995

EXHIBIT "A"

BUILDING NO. 1 , UNIT NO. 414B IN THE DANA POINT CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND (HEREINAFTER REFERRED TO AS "PARCEL"):

LOTS "B" AND "C" TAKEN AS A TRACT, (EXCEPT THE NORTH 306.0 FEET OF THE WEST 350.0 FEET AND EXCEPT THE NORTH 469.65 FEET LYING EAST OF THE WEST 350.0 FEET THEREOF) IN KIRCHOFF'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, AND THE NORTH 10 CHAINS OF THE SOUTH-WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, ALL IN TOWNSHIP 41 NORTH, WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4, SOUTH OF RAILROAD, OF SECTION 33, THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH OR RAILROAD, OF SECTION 33, AND THE WEST 1/4 OF THE SOUTHWEST 1/4, SOUTH OR RAILROAD, OF SECTION 33, AND THE WEST 14 1/2 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SOUTH OF RAILROAD, OF SECTION 33, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING 10 THE PLAT OF SAID SUBDIVISION RECORDED MAY 22, 1917 IN BOOK 152 OF PLATS, PAGE 15, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A 10 A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY LA SALLE NATIONAL BANK, NATIONAL BANKING ASSOCIATION, AS TRUSTED UNDER TRUST AGREEMENT DATED APRIL 14, 1958 AND KNOWN AS TRUST NO. 22370 AND CORDING

12 OF PLAT

3 EXHIBIT À

A SALLE NATIONAL
RUST AGREEMENT DA
RECORDED IN THE OFFICE

8, 1978 AS DOCUMENT NO.
INTEREST IN SAID PARCEL (EA
SPACE COMPRISING ALL THE UNITA
DECLARATION AND SURVEY). TRUST AGREEMENT DATED APRIL 14, 1958 AND KNOWN AS TRUST NO. 22370 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON SEPTEMBER 8, 1978 AS DOCUMENT NO. 24,618,528 TOGETHER WITH AN UNDIVIDED .160 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS SET FORTH AND DEFINED IN SAID

WHEN RECORDED MAIL TO: DOCUMENT CONTROL DEPARTMENT O. BOX 7024 PASADENI, CALIFORNIA 91109-8974

Prepared by, T. SWANSON

LOAN #: 8127470

1359355 ESCROW/CLOSING #:

SPACE ABOVE FOR RECORDERS USE -

### BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 30th day of July,

and is incorporated into and about the decimed to amend and supplement the Mortgage, Deed of 1993 Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

COUNTRYWIDE FUNDING CORPORATION, A NEW YORK CORPORATION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 1405 EAST CENTRAL ARLINGTON HEIGHTS, IL 60004-

[Property Addrers]

The interest rate stated on the Note is called the "Note Low," The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instruction and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is emitted to receive payments Jert's Office under the Note is called the "Note Holder."

MULTISTATE BALLOON RIDER . Single Family . Fannie Mae Uniform Instrument

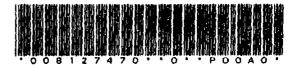
Page 1 of 3

-875 (9206) 02 CFC (06/93)

VMP MORTGAGE FORMS - (800)521-7291

CONV 5, 7, 10 YR Skiloun Martgage Rider





Property of Cook County Clerk's Office

LOAN #: 8127470

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

#### 1, CONDITIONAL RIGHT TO REFINANCE

At the Maturity Date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of August 1 , 23 , and with an alterest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the condition: provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to read the money to repay the Note.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These con illians 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 2 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for these and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) he New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written recess to the Note Holder as provided in Section 5 below.

#### 3. CALCULATING THE NEW NOTE RATE

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

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not reater 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 (at it is unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of a scalculation will be the amount of my new principal and interest payment every month until the New Note is fally paid.

-875 (9205).02

CFC (08/93)

Page 2 of 3

Firm 3180 12/89

Inities MSS

5, 7, 10 YR Baileon Mortgage Rider

9377.0621

LOAN #: 8127470

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and 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 Maturity Date the Note Holder will dvise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250,00 processing fee and the costs associated with updating the title policy, it any, and any reasonable third-party costs, such as documentary stamps, intangible has survey recording fees, i.e.. tax, survey, recording fees, .....

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

(Se	Shokma	may 5
·Borro	and the second contraction of the second	MAX S SHULMAN
(Sc		
Borro		
		0,
(Sc		4/h×
-Horror	<del></del>	
(Sc	6	
-Borros	7/2	
	T	
Original On	O' <sub>IS</sub>	
Form 3140 12		

-875 (9206).02 CFC (06/93)

CONV 6, 7, 10 YR Balloon Mortgage Rider

WHFA) ECORDED MAIL TO: DOCUMENT CONTROL DEPARTMENT 9.0. BOX 7024 PASADENA, CALIFORNIA 91109-8074

Prepared by: T. SWANSON

LOAN #: 8127470 ESCROW/CLOSING #: 1339055

V.A. CASE #: 08-10-201-024-1

649 E. GOLI RD.

ARLINGION HIS., IL. 60005.

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this July day of 1993 is incorporated into and shall be deemed a amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to COUNTRYWIDE FUNDING CORPORATION A NEW YORK CORPORATION

1405 EAST CENTRAL ARLINGTON HEIGHTS, 12 60004-(the of the same date and covering the Property described in the Security Instrument and located at:

[Property Address]

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

\*23991\*

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which russ for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members of shareholders, the Property also

"Owners Association") holds title to property for the benefit or use of its members at shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and be offits 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. 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 out or document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other conjugatent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constitue of 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 required included within the term "extended coverage." then:

and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the

yearly premium installments for hazard insurance on the Property; and
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

**779** -8 (9109).03

Page 1 of 2 VMP MORTGAGE FORMS - (800)521-7291 Form 3140 9/90

"Lender")





CASE * MAX S SHULMAN	LQAN.#:
C. Public Liability Insurance. Bor Owners Association maintains a public liab Lender.	rower shall take such actions as may be reasonable to insure that the Bity insurance policy acceptable in form, amount, and extent of coverage to
D. Condemnation. The proceeds of Borrower in connection with any condemnator of the common elements, or for any conference. Such proceeds shall be applied by	f any award or claim for damages, direct or consequential, payable to ation or other taking of all or any part of the Property, whether of the uni- veyance in lieu of condemnation, are hereby assigned and shall be paid to Lender to the sums secured by the Security Instrument as provided in
consent, either partition or subdivide the Pro  (i) the abandonment or termin	er shall not, except after notice to Lender and with Lender's prior written perty or consent to: ation of the Condominium Project, except for abandonment or termination all destruction by fire or other casualty or in the case of a taking by
condemnation or eminent domain;	ovision of the Constituent Documents if the provision is for the express
(iii) termination of profession Association: or	have the effect of rendering the public liability insurance coverage
maintained by the Ownes Association unace  F. Remedies. If Norrewer does not p them. Any amounts disbussed by Lender un the Security Instrument. Unless Borrower	
BY SIGNING BELOW, Borrower accepts Rider.	and agrees to the terms and provisions contained in this Condominium
	quay S. Sheller (Scal) Bornwer
	(Scal) - Borrower
	(Scal) Borrower
	(Scal)
	· Borrower
[Space Helov	w This Line Reserved for Acknowledgment}

93770827