HEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.

₹00 oak lane

MPAMI MAKES, FL 33016

MAN NUMBER: 50-519397-4 /

93745457

93745457

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTUAGE ("Security Instrument") is given on

SEPTEMBER 10TH , 1993

The mortgagor is

ELIZABETH A. FONG, AN UNMARRIED WOMAN, JOYCE A. FONG, AN UNMARRIED WOMAN AND *

("Borrower"). This Security Instrument is given to (* See additional verting information below.) WESTWOOD MORTGAGE SERVICES, INC.

which is organized and existing under the laws of

ILLINOIS

, and whose address is

3 WESTBROOK CORPORATE CENTER, WESTCHESTER, II.

("Londer"). Borrower owes Londer the principal sum of

FIFTY FIVE THOUSAND AND NO/100

). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 55,000.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced OCTOBER 1ST, 1998 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 (e) 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:

ATTACHED HERE TO AND MADE A PART HERE OF.

P.I.N. 10-25-430-105

DEPT-01 RECORDINGS

10/45

137.00

011 TRAN 7053 09/17/93 329 サータミーアイモ

COOK COUNTY RECURDER

* Additional vesting information: ALAN JONES AND LYNDELL FONG-JONES, FORMERLY KNOWN AS LYNDELL FONG, HUSBAND AND WIFE

which has the address of 7553-C NORTH MAPLEWOOD AVENUE Street

CHICAGO

Illinois

60645 [Zip Code] ("Property Address");

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (TEM 1878L1 (9102) MFIL9141-04/93

Form 3014 9/90 (page i of 6 pages) Grast Lakes Business Forms, Inc. # To Order Call: 1-800-630-8383 (FAX 818-791-1131

Form 3014 9/90 (page 2 of 6 pages)

floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien

the lien by, or defends against enforcement of the lien in, iegal prepedings 3thich 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 in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees evidencing the payments.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Wile

paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second to amounts payable under 3. Application of Payments. Unless applicable law provides otherwise, all payments recived by Lender under

seemed by this Seemily Instrument.

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 take as a credit against the sums Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

deficiency in no more than twelve monthly payments, at Lender's sole discretion.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

secured by this Security Instrument.

and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums Lender shall give to Borrower, without charge, an annual ecomping of the Funds, showing credits and debits to the Funds or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. agreement is made or applicable law requires interest of the paid, Lender shall not be required to pay Borrower any interest estate tax reporting service used by Lender in confident with this loan, unless applicable law provides otherwise. Unless an Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real account, or verifying the Escrow Items, whese Lender pays Borrower interest on the Funds and applicable law permits the Escrow Items. Lender may not charge horrower for holding and applying the Funds, annually analyzing the escrow (including Lender, if Lender is such an actitution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay

The Funds shall be held in an inschution whose deposits are insured by a federal agency, instrumentality, or entity

reasonable estimates of expenditurity of future Escrow Items or otherwise in accordance with applicable law. amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an Estate Settlement Protectures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless amount a lender for statisty related mortgage loan may require for Borrower's escrow account under the federal Real Lender, in acco. dence with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Esc. ow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessechold 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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay 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.

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

limited 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

encumbrances of record.

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

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

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 toss, Borrower shall give prompt notice to the insurance carrier and

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the 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 in writing, which consent shall not be unreasonably withheld, or unless extensiving circumstances exist which are beyond Borrower's control. Borrower shall not destroy, durage or impair the Property, alloy 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 one wise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a de ault 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 interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borro ver, 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 leasthold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasened and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfature 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 proprity over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may

take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Beltower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts and 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the load 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 Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage 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 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.

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.

The proceeds of any award or claim for damages, direct or consequential, in connection with 10. Condemnation. ITEM 1876L3 (9103)

Great Lettes Business Forms, Inc. [8] Form 3014 9/90 (page 4 of 6 pages)

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not loss than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the day of this Security Instrument.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the More which jurisdiction in which the Property is located. In the event that any provision or clause of this Security Insurment or the Mote

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the in this paragraph.

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

prepayment charge under the Mote.

a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any sums already collected from do rower which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan charge s) all be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection

13. Loan Charges. If the loan secured by this Security I strument is subject to a law which sets maximum loan Borrower's consent.

forbear or make any accommodations with regard to the 1xms of this Security Instrument or the Note without that sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to morigage, grant and convey that paragraph 17. Borrower's covenants 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 Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Join's and Several Liability; Co-signers. The covenants and agreements of this

not be a waiver of or preclude the exercity of any right or remedy.

original Borrower or Borrower's afterseasa in interest. Any forbearance by Lender in exercising any right or remedy shall otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of amoraration of the sums secured by this Security Instrument granted by Lender to any successor in interest

Extension of the time for payment or 11. Borrower Not Keleased; Forbearance By Lender Not a Waiver. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or sums secured by this Security Instrument, whether or not then due.

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

are then due.

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

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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 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 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 any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances in or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violence of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of shall quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to mainlenance 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 to needge. 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 Sans ances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: garoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. 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 to their covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to horrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (out 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 assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, reader 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 by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonably attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall recase this Security

Instrument without charge to Borrower, Borrower shall pay any recordation costs.

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

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(COTO) AJATAL M3TI

WESTWOOD MORTGAGE SERVICES, INC., 3 WESTBROOK CORPORATE CENTER, WESTCHESTER, IL. 60154 (Address)								
My Commission expires: OFFICE A TAKE OFFICE A TAKE OFFICE A TAKE OF ILLINOIS Notery Public Notery Public Notery Public Notery Public Notery Public								
Given under my hand and official seal, this 10TH day of SEPTEMBER, 1992								
forth.								
and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set								
* See additional vesting information on lat page. * See additional vesting information on lat page. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed								
do hereby certify that ELIZABETH A. FONG, AN UNMARRIED WOMAN, JOYCE A. FONG, AN UNMARRIED WOMAN AND *								
1, The Uniteraged A sale for said county and state,								
STATE OF ILLINOIS, But on County 48:								
SIOIALLI SO STATZ								
Social Security Number 321-44-2345 Social Security Number 549-17-7393 Borrower								
ALEN JONES ALEN JONES Social Security Number Social Security Number Social Security Number								
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Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witness: Witness: Witness: Witness: Witness: Witness: Witness: Witness: Social Security Number Social Security Number								
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witness: Witness: Witness: Witness: Witness: Social Security Number								
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witness: Witness: Witness: Witness: Witness: Witness: Witness: Social Security Number								

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded logether with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security supplement the covenants and agreements of this Security

Instrument. [Check applicable box(es)]

PARCEL 1: THE EAST 20 FEET OF THE WEST 75.50 FEET (EXCEPT THE SOUTH 110 FEET) OF LOT 16 IN HOWARD WESTERN PROPERTIES BEING A RESUBDIVISION OF LOTS 1 AND 2 IN SAMUEL F. HILLMAN'S SUBDIVISION BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT STREETS) IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO

PARCEL 2: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS FOR DUNBAR'S HOWARD-MAPLEWOOD TOWNHOUSE PROJECT AND EXHIBITS 1 AND 2 DATED AUGUST 2, 1960 AND RECORDED AUGUST 5, 1960 AS DOCUMENT NO. 17929042, MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 26, 1960 AND KNOWN AS TRUST NO. 24445 AND CREATED BY THE DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 26, 1960 AND YNOWN AS TRUST NO. 24445 TO IRVING SINGER AND ETHEL SINGER DATED MARCH 17, 1961 AND RECORDED MARCH 27, 1961 AS DOCUMENT NO. 18(1)79 (A) FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND PARKING OVER, UPON AND ACROSS THE EAST 20 FEET OF LOTS 15, 16 AND 17 (EXCEPT THE NORTH 8 FEET OF SAID LOT 17) IN SAMUEL F. HILLMAN'S SUPDIVISION (B) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE SOUTH 6 FEET OF LOT 17 IN SAMUEL F. HILLMAN'S SUBDIVISION; ALSO OVER, UPON AND ACROSS THE NORTH 6 FEET OF LOT 16 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 2 AFORESAID) IN SAMUEL F. HILLMAN'S SUBDIVISION (C) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE NORTH 12 FEET OF THE SOUTH 116 FEET OF LOT 16 (EXCEPT THAT PART THEREOF FALLING The Control of the Co IN PARCEL 1 AFORESAID) IN SAMUEL F. HILLMAN'S SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

93745457

Property of Coot County Clert's Office

THIS PLANNED UNIT DEVELOPMENT RIDER is made this day of SEPTEMBER, 1993 10TH 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 WESTWOOD MORTGAGE SERVICES, INC.,

(the "Lender")

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

7553-C NORTH MAPLEWOOD AVENUE, CHICAGO, IL 60645

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the Declaration of Covenants, Conditions and Restrictions

(the "Declaratioin"). The Property is a part of a planned unit development known as

DUNBAR'S HOWARD MAPLEWOOD TOWN

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVERANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender

further covenant and agree as follows:

A. PUD Obligatio is. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" or any equivalent document which creates the Owners Association and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all du 2 and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. Sciolag as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or

"blanket" policy insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a master of "blanket" policy insuring the Property 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," 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 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 provided by the master or blanket

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds paye ble to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security 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 public liability insurance policy acceptable in form, and int, and extent of coverage to Lender.

 D. Condemnation. The proceeds of any award or claim for gamages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part or the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and hall 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 notic 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 PUD, except for abandonine it 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 incorrence coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lor der may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secures 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 PLD Rider.

Colinabeth arange (Scal)	Jana G. 1819	(Scal)
ELIZABETH A. FONG Borrower	JOYCE A FONG	-Borrower
llan & Janes (Scal)	Julell Forg-Jones	(Scal)
ALAN JONES Borrower	LYMPELL FONG-JONES	-Borrower

MFCD2062-10/91 MULTISTATE PUD RIDER-Single Family - Famule Mae/Freddle Mac UNIFORM INSTRUMENT Great Lakes Business Forms, Inc. To Order Call: 1-800-530-9383 | FAX 618-791-5135 EM 1622L0 (9102)

Property of Coot County Clert's Office

"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR CONVERTED TO A MARKET LEVEL FIXED RATE OVER THE EXTENDED REMAINING TERM. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY FOR THE CONDITIONAL MODIFICATION AND EXTENSION FEATURE AS SPECIFIED IN THE NOTE ADDENDUM AND MORTGAGE THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN IF RIDER. QUALIFICATION CONDITIONS ARE NOT MET. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFI-NANCING FROM THE SAME LENDER."

Deny of Cook County Clerk's Office Lyndell Fond-Jone 9/0/93 Alm H Jann 9-10-93

MFCD9165 - 04/92

50-519397-4

Property of Coot County Clert's Office



THIS BALLOON RIDER is made this 10TH day of SEPTEMBER , 19 93 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to WESTWOOD MORTGAGE SERVICES, INC.

(the "Lender")

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

7553-C NORTH MAPLEWOOD AVENUE, CHICAGO, IL 60645 [Property Address]

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

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

1. CONDITIONAL PIGHT 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 ney. Maturity Date of OCTOBER 1ST , 2023 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional merinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or mickly the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be mat as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my nonthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately pieceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and oxyable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE HATE

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 subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required 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 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 greate, 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 (c) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Data (essuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

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 Arider also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. (h) 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 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 advise 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 reasonable fees and the costs associated with exercising the refinance option.

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[Sign Original Only]

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