WHEN RECORDED MAIL TO:

OCCUMENT CONTROL DEPARTMENT P O BOX 7024

PASADENA, CALIFORNIA 01109-8974

ESCUOM/CLOSING #

CEC LOAN - 8752421 40 100 -2 12 10: 00

COOK COURTY, P.J. MAIS THER FOR RECORD

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Propared by: J. ARMI 1URA

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 26. 1993 ZHONG CHEN MARRIED TO JUNI LE

. The mortgagor is

0

7467374

("Borrower"). This Security Instrumer, is given to FORTUNE MORTGAGE COMPANY

which is organized and existing under the laws of [11,] INOIS uddress is 700 E. OGDEN AVENUE, #111 MESTMONT, IL 60559-("Lender"). Borrower owes Lender the principal sum of

, and whose

ONE HUNDRED NINETEEN THOUSAND and 00/ 00

Dollars (U.S. \$ 119000.00

This debt is evidenced by Borrower's note dated the same date of dis Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable baDecember 1, 2023 . 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 7 to protect the security of

this Security Instrument; and (c) the performance of Borrower's covenant, and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to be ender the following described property located in ClartsOffica County, Illinois: COOK

SEE ATTACHED LEGAL DESCRIPTION ADDENDUM

(Street, City).

which has the address of 7561 N. WAUKEGAN ROAD, NILES

IZio Codel

60714-Illinois

4510 -6R(IL) (9212)

("Property Address");

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

CFC (3/93) VMP MORTGAGE FORMS - (313)293-8100 - (809)521-7291

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Form 3014 9/90 Intials: .. L. C

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Property of Cook County Clark's Office

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appartenances, 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 detend 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 law or to a written waiver by Lender, Borrower shall pay to Lender on the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Fands") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a tien 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 "Biscrow Items." Lender may, at any tive, follect 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, or ony time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds dive on 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 visit ition whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the 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 Borrower to psy 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 carnings 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 defats to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all say rescured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable haw, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable haw. 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 had? 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 Security Instrument, Londer 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. Horrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rens, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall by 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 For over: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests it pood faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion ope are to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordingly 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.

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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 Horrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to project 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 nff 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 it 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 Barrower 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 extenuating circumstances exist which are few in a 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 the Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by eausing 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 numerical impairment of the lien created by this Security Instrument or Lender's sector in 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 evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal resistence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquire: We 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 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 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 attorneys' fees and entering on the Property to make repairs. Although Lender may affect tion 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 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 Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the lean's cured 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 meniums 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 approve; 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

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payments may no longer be required, at the option of Lender, it 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 Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

16. 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 her 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 sams 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, unless Borrower and Lender otherwise agree in writing, the sams 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 sams 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 sams secured immediately before the taking, unless Borrower and Lender of privile agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sams secured by this Security Instrument whether or not the sams are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Horrower that the condemnor offers to make an award or settle a claim to, dranges, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and (op)) the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, where or not then due.

Unless Lender and Borrower observise 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; Fork carance By Lender Not a Waiver. 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 organial 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 'cason 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; John and Several Lability; 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 slote or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial pre-mayment without any prepayment charge under the Note.

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

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.

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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 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 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. Burrower'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 sams which then would be due under this Security Instrument and the Note as it 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 it 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. 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 Horrower. A sale may result in a change in the entity (known as the "Loan Servicer") the 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 coarse 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 v.v..

20. Hazardous Substances. Box over shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Frozerty. 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 writter notice of any investigation, claim, demand, lawsnit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any 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 bazardous substances by Environmental Law and the following substances: gasonice, kerosene, other flammable or toxic petroleum products, toxic sosticides and herbierides solvents: materials containing assesses or formaldehyde, and radioactive materials. As used in

pesticides and herbicides, volatile solvents, materials containing astessor formuldehyde, and radioactive materials. As used in this paragraph 20, "environmental Law" means federal laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21, Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prim 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 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 forceiosure 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, 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 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, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Pecurity Instrument. Borrower shall pay any preparation and recordation costs permitted under state law.

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

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24. Riders to this Security Instrument. Security Instrument, the covenants and agree the covenants and agreements of this Security [Check applicable boxtes]]		ited into and shall amend and supplement
[X] Adjustable Rea Pider(s) [] Graduated Payther, Rider [_] Balloon Rider [_] V.A. Rider	Condominium Rider X Planned Unit Development Rider Rate Improvement Rider X Other(s) (specify) ARM PUD	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY Signing BELOW, Borrower acceptany rider(s) executed by Borrower and record Witnesses:	e and agrees to the terms and coverants coverants coverants. ZHONG CHEN	ntained in this Security Instrument and in (Scal) -Horrower
	and processing and the process in the case of the case	(Scal)
		· Horrowst
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property we many his enemand tendenthin legist to the	- Horrower	·Barrower
the Hearing of Ant	e. C a Novem Dublic in and for c.	id assumes and atoms do haraba appetite that
Zhong Chen a	a Notary Public in and for sa nel GUIX LO	tomicy and state do nereby certify that
subscribed to the foregoing instrument, appea signed and delivered the said instrument as Given under my hand and official seal, th	red before me this day in person, and acknowledge the free and voluntary act for the us	wledged that Lho Ch
My Commission Expires:	Northry Public	
This Instrument was prepared by: Prepared	by: J. TANNE LUNA	· · · · · · · · · · · · · · · · · · ·
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WHEN RECORDED MAIL TO:

DOCUMER: CONTROL DEPARTMENT PO 30X 7024 PASADENA, CALLEC RNIA 91109-8974

LOAN # 8752421 ESCROW/CLOSING # Prepared by: J. ANNE LUNA

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of October.

1993 and is incorporated into at d 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 FORTUNE MORTGAGE COMPANY

(the "Lender")

of the same date and covering the Property described in the Yecurity Instrument and located at: 7561 N. WAUKEGAN ROAD NILES, IL 60714

(Property Ac dres cl

The Property includes, but is not limited to, a parcel of lan, improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in RECORDED 01/07/88 #88008882

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

Form 3150 9/98

-7 (9108) 04

YMP MORTGAGE FORMS - (800)521-7291

initials BC 3C.





LOAN # : 8752421 (the "Declaration"). The Property is a part of a planned unit development known as [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 PDD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration, (ii) ariseles of incorporation, trust instrument or any equivalent documera which creates the Owners Association; and (iii) any by laws or other rules or regulations of the Owners Association, distroyer shall promptly pay, when due, all 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" of "blanker" noticy insuring the Property which is satisfactory to Lender and which provides ansurance coverage in the animums, for the periods, and against the bazards Lender requires, including fire and hazards included within the term "ex ender coverage," then:

to 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 Jennied coverage is provided by the Owners Association policy.

Bortower shall give I ender prompt notice (carry lapse in required hazard insurance coverage provided by the master or blanket policy,

In the event of a distribution of hazard insurance proceeds in here of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, my proceeds payable 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 successions as may be reasonable to insure that the Owners Association maintains a public hability insurance policy acceptable in form, amount, and extent of coverage

to Lender

- D. Condemnation. The proceeds of any award or claim to disanges, three or consequential, physible to Borrower in connection with any condemnation or other taking of all or ary part of the Property or the common areas and facilities of the PUD, or for any conveyance in fieu of condemnation are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the feature Instrument as provided in Unitorn Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after nonce to I ender a 2. with I ender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, 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 conclumnation of entitient domain:

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	y provision of the "Constituent Documents" if	the movision is for the express
benefit of Lender;		m partial and the table of
	essional management and assumption of se	B management of the Owners
Association, or	•	
(iv) any action which wou	ld have the effect of rendering the public habili	ly insurance coverage immitained.
by the Owners Association unaccept	table to Lender.	
F. Remerles. Il Batrower c	does not pay POD dues and assessments when	due, then Lender may pay them,
Any amount als mised by Lender	under this paragraph I shall become additional	debt of Bonower secured by the
Security Instrum at. Unless Horrow	ver and Lender agree to other terms of payment.	these amounts shall bear interest
	the Note rate and shall be payable, with inter-	2st, abous nource from Export to
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WHEN PAC DRIDED MAIL TO: DOCUMENT ACRITOR DEPARTMENT PO BCX 7024 PASADENA GALDECRINA 91109 8974

Prepared by 1. ANNI TUNA

LOAN # 8752421

ESCROW/CLOSING #

SPACE ABOVE FOR RECORDERS USE

ADJUSTABLE RATE RIDER

(a Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 26 day of October 1993 , and is incorporated into and shall be deemed to amend and supplement the Morigage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FORTGNE MORIGAGE COMPANY (the "Lender") of the same date and covering the property 6c or ibed in the Security Instrument and located at:

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 7561 N. WARKEGAN ROAD NILES, IL 60714-

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

MULTISTATE ADJUSTABLE HATE BIDER - ARM 5.2 - Bingio I amily - Famile Mae/Freddie Mar Unifare Anatrumer

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

4.250 The Note provides for an unfal interest rate of 33. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December , and on that day goes, 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Inde.

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United one'rs Treasury securities adjusted to a constant mannety of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 48 days before each Change Date is called the "Current Indes]

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

(C) Calculation of Changes

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

percentage points (-2.875 %) to the TWO & SEVEN-EIGHTHS Current Index. The Note Holder will their ownd the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the hune-stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

4 or less than 2,875 另. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than the percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate 5 in lever be greater than 10, 250

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date and the amount of my monthly payment changes agam. (F) Notice of Changes

The Note Hobber will deliver or mad to me a notice of any changes in my interest are and the amount of my

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ARM PLANS II, IV, VI A

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LOAN #: 8752421

monthly payment before the effective date of any change. The nonce will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice

II, TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows: Transfer of the Property or a Beneficial Interest in Borrower.—It all or any part of the Property or any interest in a is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) with an Ecider's prior written consent. Fender may, at its option, require immediate payment in full of all sums seemed by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by Ederal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as it. a new loan were long made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loss assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permittee by applicable law, Lender may charge a reasonable fee as a condition to Fender's consent to the foan assumption. Fender may also require the transferce to sign an assumption agreement that is acceptable to Lender and that obagates the transferred to keep all the promises and agreements made in the Note and in this Security Instrument. Borrozzer will continue to be obligated under the Note and this Security Instrument

unless Lender releases Borrower in v prang.

If Lender exercises the option to require immediate payment in full, 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 poor to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand, or Porrower.

BY SIGNING BELOW, Borrower accepts old agrees to the terms and covenants contained in this Adjustable Rate Rider. _ (Se il) (Scab) (Seal)

Bottower

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CFC (06/93)

STREET ADDRESS: 7561 N. WAUKBUAN ROAD

CITY: NILES COUNTY: COOK

TAX NUMBER: 10-30-303-038-0000

LEGAL DESCRIPTION:

PARCEL 1: THAT PART OF LATE 1, 2, 3, 4 AND 5 TOGRTHER WITH THE WEST 1/2 OF THE VACHTED 16 FOOT ALLEY (AS PER DOCUMENT 24846435, RECORDED FRERUARY 14, 1979) LYTHO RAST OF ADJOINING AFORESAID LOTE IN BLOCK 1 IN TALMAN AND THIRLE'S HOWARD AVENUE, NILES SUBDIVISION IN THE SOUTHWRST PRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TRACT 49.91 FERT EAST OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 90 DECREES 33 MINUTES 50 SECONDS EAST ALONG SAID NORTH LINE 18.02 FERT; THENCE SOUTH 00 DECREES 33 MINUTES 50 SECONDS EAST 72.37 FEET TO A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID TRACT 71.75 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE WEST LINE OF SAID TRACT 73.06 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 25 MINUTES 39 SECONDS WEST ALONG THE LAST DESCRIBED LINE 18.02 FEET; PHENCE NORTH 60 DEGREES 33 MENUTES 50 SECONDS WEST ALONG THE LAST DESCRIBED LINE 18.02 FEET; PHENCE NORTH 60 DEGREES 33 MENUTES 50 SECONDS WEST ALONG THE LAST DESCRIBED LINE 18.02 FEET; PHENCE NORTH 60 DEGREES 33 MENUTES 50 SECONDS WEST ALONG THE LAST DESCRIBED LINE 18.02 FEET; PHENCE NORTH 60 DEGREES 33 MENUTES 50 SECONDS WEST ALONG THE LAST DESCRIBED LINE 18.02 FEET; PHENCE NORTH 60 DEGREES 33 MENUTES 50 SECONDS WEST ALONG THE LAST DESCRIBED LILLINGIS.

PARCEL 2: BASEMENTS FOR INJUSES AND RORESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN
INSTRUMENT RECORDED AS DOCUMENT 87525420 AND AS AMENDED BY INSTRUMENT RECORDED AS
DOCUMENT 88008882

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