WHEN RECORDED MAIL TO

93921182

HOUSEHOLD BANK F.S.B. 100 MITTEL DRIVE WOOD DALE IL 60191

LOAN NUMBER: 6821235

93921182 93921182

- [Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on The mortgagor is ZAUL F. HAHN, A BACHELOR

NOVEMBER 4TH , 1993

("Borrower"). This Security Instrument is given to

ABSOLUTE MORTGAGE CORPORATION
which is organized and existing under the laws of Illinois
10 WEST MAIN STREET STE. B, LAKE ZURICH, IL 60047

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

ONE HUNDRED SEVENTY THREE THOUSING AND NO/100

Dollars (U.S. \$ 173,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on DECEMBER 1ST, 2000 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and monofications 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

County, Illinois:

, and whose address is

LOT 69 IN WALNUT HILLS, UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAS, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1989 AS DOCUMENT NUMBER 89008035, IN COOK COUNTY, ILLINOIS.

TAX NO:06-27-307-020

Box 69 . DEPT-01 RECORDING

\$35.00

. T40011 TRAN 8120 11/12/93 11:03:00

、 \$3480 \$ *****~93**-921182**

COOK COUNTY RECORDER

, BARTLETT

which has the address of 712 RED OAK COURT

[Street]

Illinois

60103

("Property Address");

[Zip Code]

(Zip Code)

ILLINOIS -- Single Family -- Fannie Mae/Freddle Mac UNIFORM INSTRUMENT ITEM 1876L1 (9202)
MFIL3112 - 04/92

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc.
To Order Call: 1-800-530-9393

FAX 616-791-1131

Line E

10:11-162-819 XY4 C C6C6-OES-098-1 UPNOFFICIAL COPY

(2280d 9 fo 2 280d) 06/6 \$100 mand

Greet Lakes Busmess Forms, Inc.

ILEM TRYBLE (9202)

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 Bonder to insurance. This insurance shall be maintained in the amounts and

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

evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agreess

Property which may attain priority over this Security Instrument, and leasehold payments or ground tens. It may become shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all nouces of amounts to be paid under this paragraph. If Borrower makes these payments directly, Bofrower shall promptly furnish to Lender receipts under this paragraph. If Borrower makes these payments directly, Bofrower shall promptly furnish to Lender receipts

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note

4. Charges; Lieus, Borrower shall pay all taxes, assessments, charges, lines and imposition, attributable to the

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

sac of the Property, shan apply any i

Upon payment in full of all sums secured by this Security Instrument, Lende: 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 calle as a credit against the sums

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

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 Hems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency is no store than truptue monthly payments at Japhar's sole discretion

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

secured by this Security Instrument.

The Funds shall be held in an iteritution) or in any Federal Home Loan Bank. Lender shall apply the Funds to entry (including Lender, if Lender its such an iteritution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay a secount, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits 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 in pay a one-time charge for an independent real cannet 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 bay a non-time charge. Unless and carrings on the Funds or earnings on the Funds agreement is made or applicable law requires interest to be and interest that interest shall be paid on the Funds or earnings of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was mide. The Funds are pledged as additional security for all sums and the purpose for which each debit to the Funds was mide. The Funds are pledged as additional security for all sums and the purpose for which each debit to the Funds was mide. The Funds are pledged as additional security for all sums

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 leasestoid 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; and (f) any sums payable by Borrower to Lender, in accordance, 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 "Estroy leims." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a cederally related mortgage loan may require for Borrower's escrow account under the federal Real amount a lender for a cederally related mortgage loan may require for Borrower's escrow account under the federal Real amount a lender for a cederally related mortgage loan may require for Borrower's escrow account under the federal Real and amount not to exceed the lesser a nount. Lender may estimate the amount of Funds due on the basis of current data and amount not to exceed the lesser a nount. Lender may estimate the amount of Funds due on the basis of current data and amount not to exceed the lesser a nount. Lender may estimate the amount of Funds due on the basis of current data and ecasonable estimates of expenditures of future Escrow liems or otherwise in accordance with applicable law.

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

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

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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 Lende, 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 Propercy prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior is the acquisition,

6. Occupancy, Preservative, Maintenance and Protection of the Property; Borrower's Loan Application; Lenseholds. 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 extenuaring circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage 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 began 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 security interest. Borrower may cure such a lefark 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 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 lean 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 least held, 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 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 forfeture 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 price ity over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make a pairs. 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 Borlower 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 loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by 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 hielien 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.

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

1611-161-919 XATCI CCCO-000-1 HO 1810 NOFFICIAL COPY

(25800 of the 2019 (1984 of 6 poges)

🕮 ani jaminésa Businésa forma, inc

(LEM 1838C4 (0505)

calorecment of this Security Instrument discontinued at any time prior to the earlier of: (a) δ 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. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less 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 date 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 Cupy. Borrower shall be given one conformed cupy 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 Mote which jurisdiction in which the Property is located. In the event that any provision or clause of this Security warment or the Note

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

.dqsrggraph.

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 collec to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any joined 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 Note.

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 of by making the charge to the permitted limit, and (b) any sums already collected from Jorrower which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such toan cherry shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or ed. A loan charges collected or to be collected in connection

13. Loun Churges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

Borrower's consent.

forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that sums secured by this Security Instrument; and (c) agreer 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 ex-signing this Security Instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agree, tents shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and ben fit the successors and assigns of Lender and Borrower, subject to the provisions of 12. Successors and Assigns Bourd; Joint and Several Liability; Co-signers. The covenants and agreements of this

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

original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall otherwise modify amortization of the sums seemed by this Seemity Instrument by reason of any demand made by the shall not be required to connence proceedings against any successor in interest or reluse to extend time for payment or of Borrower shall not elease the liability of the original Borrower or Borrower's successors in interest. Lender modification of amortand on the sums secured by this Security Instrument granted by Lender to any successor in interest Extension of the time for payment or 11. Borrower Art Released; Forbearance By Lender Mot a Waiver.

postpone the due tale of the monthly payments referred to in paragraphs. I and 2 or change the amount of such payments.

Unless acader 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 seemed 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

.- 9262136

UNOFFICIAL COPY

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 fien 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 of 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 semences shall not apply to the presence, use, or storage on the Property of an all quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to practice and to property.

Borrower shall promptly giv: Lender 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 on wedge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take all necessary remedial act ons in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Sobstances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formuldehyde, 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 further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Porrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (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 specifical 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, ender 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 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.

IEII-181-919 X4111 C6C8-0C9-309-1 MUNOFFICIAL COPY

(valppy) MX COMMISSIO 96/6/21 55 10 WEST MAIN STREET STE. B, LAKE ZURIMOTARY NEWSTAT OF ILLINOIS (Same 8) CAROLYN KATTA ABSOLUTE MORTGAGE CORPORATION, "OFFICIAL SEAL" ERIN BURTON This instrument was prepared by Soury Public My Commission expires: Given under my hand and official seal, this lordi. free and voluntary act, for the uses and purposes therein set and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that bongis personally known to me to be the same person(s) whose name(s) do hereby certify that a Notary Public in and for said county and state, STATE OF ILLINOIS County ss: Borrower. (Scal) Borrower. тэмотюЯ (lm2) (Scal) Witness: Wimess: Security Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Other(s) [specify] Rate Improvement Rider Balloon Rider Second Home Rider Graduated Payment Rider Biweekly Payment Rider Planned Unit Development Rider Adjustable Rate Rider Condominium Rider 1-4 Family Rider Instrument, [Check applicable box(es)] supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

Forth 3014 9/90 (page 6 of 6 pages)

(tem (aser) (ases)

9392118

PLANNED FIFE VELOIMENT NIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 4TH day of NOVEMBER, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to ABSOLUTE MORTGAGE CORPORATION,

(the "Lender")

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

712 RED OAK COURT, BARTLETT, IL 60103

[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 "Declaration"). The Property is a part of a planned unit development known as

GREENBELTS

[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 COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender

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) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-k ws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments unrosed pursuant to the Constituent Documents.

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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactor; we Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including five and Inzards 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 Owi er. Association policy.

Borrower shall give Lender prompt notice of any lapse in required haz x¹ insurance coverage provided by the master or blanket

policy.

In the event of a distribution of hazard insurance proceeds in lieu of rectaration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are here of a signed 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, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the 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 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
 - (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the
- Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

| (Seal | (Scal) -Borrower | FAUL F. HAHN |
|-------|------------------|--------------|
| (Scal | (Scal) | |

Property of Cook County Clerk's Office

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

day of THIS BALLOON RIDER is made this

NOVEMBER, 1993 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 ABSOLUTE MORTGAGE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 712 RED OAK COURT

BARTLETT, IL 60103

(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 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 DECEMBER 1ST 2023 ("New Loan") with a new Maturity Date of and with an interest rate equal to the "New Note Rate" de emined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditions" Telinancing 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 leader 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 met as of the Maturity Date. These conditions are: (1) I must sail be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments imm diately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) 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.

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 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 reprired 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 gree in 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, this (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Mati riv 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 this calculation will be the amount of my new principal and in rest 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 a dvise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Polder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are rice. The Note Holder will provide my payment record information, together with the name, title and address of the person remaining 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 calcular 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 a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

| he terms and covenants contained in this Balloon Rider. | ELOW, Borrower accepts and agrees to t | BY SIGNING BEI |
|---|--|----------------|
| (Scal) -Borrowe | (Seal) -Borrower | PAUL F. HAHN |
| (Seal) -Borrowe | (Scal) -Borrower | |

[Sign Original Only]

Form 3180 12/89 (page 1 of 1 page)

MULTISTATE BALLOON RIDER-Single Family-Fannie Mae Uniform Instrument

Great Lakes Businesis Forms, Inc. 📰 USA 1-800-253-3209 🔾 Mi

Property of Cook County Clerk's Office