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### **MORTGAGE**

DEPT-01 NECORDINGS

837.50

THIS MORTGAGE ("Security Instrument") is given on

NOVEMBER 16,1993

. The mortgagor is

BABETTE FERRARI (UNMARRIED)

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

INVESTORS SAVINGS BANK, Y.S.P.

which is organized and existing under the laws of

THE UNITED STATES OF AMERICA

, and whose

address is 200 east lake street, wayeata, mn 55391

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

SEVENTY TERES THOUSAND AND NO/100

Dollars (U.S. \$

73,000.00

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 DECEMESP 1,2000. 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 paygraph 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 Cook County, Illinois:

LOT 14 IN WINTHROP VILLAGE, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED BY THE RECORDER OF DEEDS OF COOK COUNTY ON JULY 16, 1968 AS DOCUMENT NUMBER 20552835, IN COOK COUNTY, ILLINOIS.

93962089

PIM# 02-25-315-014

which has the address of 6 TORY LAME, ROLLING MEADOWS

Itiinois 60008

("Property Address");

(Stront, City),

[Xlp Coda]

ILLINOIS - Single Family - FHMA/FHLMC UNIFORM INSTRUMENT

**€ 18 (IL) (82**12)

Form 3014 9/80 Amended 5/91

VMP MORTOAGE FORMS - [313)283-8100 - (800)62/1-7281

Page I el 4

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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. this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this enforcement of the tien; or (c) secures from the holder of the tien an agreement satisfactory to Lender subordinating the tien to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the which may ausin priority over this Security Instrument, and leasthold payments or ground rents, if any, Borrower shall pay these 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

third, to interest due; fourth, to principal due; and last, to any late charges due under the Mote. I and Z shall be applied: fust, to any prepayment charges due under the Mote; second, to amounts payable under paragraph Z; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender paragraphs

Property, shall apply any Funds field by Lender at the time of acquisition or sale as a credit agains, the sums secured by this held by Lender, II, under paragraph 21, Lender shall acquire or sell the Property, Lender, proof the acquisition or sale of the Socurity Instrument. Upon payment in full of all aums accured by this Security Instrument, Lender shall promptly refund to Borrower any Funds

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve not sufficient to pay the Eacrow Items when due, Lender reay so notify Borrowe, in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law, If the amount of the Funds held by Lender at any time is If the Funds held by Lender exceed the amounts permitted to be held of as plicable law, Lender shall necount to Borrower for

stade. The Funds are pledged as additional security for all sums secured by this Security Instrument. annual accounting of the Funds, showing credits and dehits to the Furth and the purpose for which each dehit to the Funds was Lender may agree in writing, however, that interest shall be paid or the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to as. Borrower any interest or earnings on the Funds, Borrower and Lender in connection with this loan, unless applicable taw provides otherwise. Unless an agreement is made or applicable law However, Lender may require Borrower to pay a care-time charge for an independent real catate tax reporting service used by the Escrow Liems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, farms, Lender may not charge Borrower for helding and applying the Funds, annually analyzing the escrow account, or verifying Londer, if Lender is such an insultation) of in any Federal Home Louin Bank, Lender shall upply the Funds to pay the Escrow The Funds shall be held in an instantion whose deposits are insured by a federal agency, instrumentality, or entity (including

estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or amount. If so, Lender may, at my time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may amended from time to time, 1) U.S.C. Section 2601 et seq. ("RESPA"), unless strother law that applies to the Funds sets a lesser mortgage loan may recare for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of purgraph 8, in lieu of the payment of mortgage insurance premiums. These liems are called "Eacrow liems," any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the οι ξεομπά τεπια οπ the Property, it any; (c) γεατίγ hazard οι property insurance premiums; (d) γεατίγ flood insurance premiums, if and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

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

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

All of the foregoing is referred to in this Security Instrument as the "Property." fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appartenances, and

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

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

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

Unless Lender and Borrover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly property 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 beyond 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 Lendel's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Inst un ent or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes 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. Bor over shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement 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 leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower 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 furfeiture or to enforce laws or regulations), dien't ender 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, saying 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.

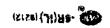
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the 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, 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-tweffth 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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be severable.

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

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

by first class mail unless applicable law requires use of anotice method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender's address stated herein or any other address Lender designates by notice to Dorrower. Any notice provided for in this Security address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

under the Note.

14. Motices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it

13. Loun Charges. If the loan secured by this Security Instrument is subject to a late which acts 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 limits will be reduced from Borrower which exceeded permitted limits will be reduced to Borrower. Lender may choose to make this return by reducing the principal owed under the Note or by making a direct payment to Lender may choose to make this return by reducing the principal owed under the Note or by making a direct payment to Borrower. It a return reduces principal, the reducing the principal as a partial prepayment without Lay prepayment charge

12. Successors and Assigns Bound; Joint and Several Liability. Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and correct and Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument; (b) in not personally obligated to pay the sums Borrower's interest in the Property under the terms of this Security Instrument; (b) in 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, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

right or remedy.

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successors in interest Lender to be required to commence proceedings against any successor in interest or Borrower's successors in interest or Borrower's successors to otherwise modify amortization of the sums secured by this Security Instrument by reason of tray demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or n medy shall not be a waiver of or preclude the exercise of any in interest. Any forbearance by Lender in exercising any right or n medy shall not be a waiver of or preclude the exercise of any

the due date of the monthly payments referred a in paragraphs I and 2 or change the amount of such payments.

If, Borrower Not Released; Forbeardow By Lender Not a Waiver. Extension of the time for payment or modification

by this Security Instrument, whether or not then due. Unless Lender and Borrower other or served in writing, any application of proceeds to principal shall not extend or postpone.

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

sums secured by this servicy Instrument whether or not the sums are then due.

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 sums secured by this secured by this secured by the loss amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the Property in which the fair market value of the Property in mich the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Borrower. In the event of a partial science of the Property in which the fair market value of the Borrower and Lender of the taking or unless applied to the Borrower and Lender of the training or unless applied to the Borrower and Lender of the training or unless applied to the

shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

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

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

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

Exyments 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.

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16. Borrower's Copy. Rorrower 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. Horrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the 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 containe 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; Christer of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one in 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 corelated 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 on or in the Property. Borrewer 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 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 knowledge. If Borrower learns, or spouried 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 su'stances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, chier florimable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formald hyde, 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 it flows:

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 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 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, 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 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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A mark	DE TITLE OF BUNKETIES
JOHOCO O OMNAN	My Commission Expires: OFFICIAL SEAL
· (1961 · (1961) · (1961) ·	Given under my hand and official seal, this
y net for the uses and purposes therein set forth,	signed and delivered the said instrument as
Scholand acknowledged that Archive mine(s)	subscribed to the foregoing instrument, appeared before me this day in p
All it was a second	1
Suitable of the same and the sa	MOMIN INDUSTATIONS
blic in and for said county and state do hereby certify that	
County se:	STATE OF ILLINOIS, (2004)
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((2031)	(2cal)
-Bottotle	
(2cal)	<del></del>
-Borrower	gvg
(Sul) -20103-1 3))-303	
	any rider(s) executed by Borrower and recorded with it. Witnesses:
and covenants contained in this Security Instrument and in	BY SIGNING BELOW, Borrower accepts and agrees to the terms
	46
Rider Second Home Rider	Balloon Rider     A.A. Rider     Other(s) [specify]
	Graduated Payment Ride: Planned Unit Deve
	Crices apparation cook(es):  Adjustable Rate Rider
s) were a part of this socurity instrument	the covenants and agreencent, of this Security Instrument as if the rider([Check applicable box(es)]
thall be incorporated into and shall unrend and supplement	Security Instrument, the corrnants and agreements of each such rider a

24. Riders to the Lecurity Instrument. If one or more riders are executed by Borrower and recorded together with this

# UNOFFICIAL COPY TO AND 0560243

### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 16mm 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

INVESTORS SAVINGS BANK, P.S.B.

(the "Lender")

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

### 6 TCAY LANE, ROLLING MEADOWS, ILLINOIS 60008

[Property Address]

The Property include, 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

20552836

The Property is a part of a planned whit development known as

(the "Declaration").

#### WINTEROP VILLAGE

(Na) to of Planned Unit Development)

(the "PUD"). The Property also includes Portower's interest in the homeowners association or equivalent entity owning or managing the common areas and recitities 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-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association main ains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisficury 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 pay next 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 instance 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 policy.

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 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 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.

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

Form 3150 9/90



benefit of Lender;
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express
dominn;
in the case of substantial destruction by fire or other eastably or in the case of a taking by condemnation or eminent
(i) the abandonment or termination of the PUD, except for abandonment or termination required by law
written consent, either partition or subdivide the Property or consent to:
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior
provided in Uniform Coverant 10.
paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as
areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be
PORTOWER IN CONTRECTION WITH THA CONFICUNITION OF ORDER OF THE OF THE LIGHT OF THE LIGHTER OF THE CONTRECTION

D. Condemantion. The proceeds of any award or claim for damages, direct or consequential, payable to '

der,

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

(iv) which would have the effect of rendering the public liability insurance coverage maintained

Citi) termination of professional management and assumption of self-management of the Owners

Borrower requesting payment

Association; or

by the Owner. Association unacceptable to Lender.

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Horrower. (Scal) tawattall. (१६३८) towomeli-(Scal) pewornud. (Seal)

08/6 USIC m107

### BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this	16TH	day of	NOVEMBER	, 19	93	,
and is incorporated into and shall be deemed to amort	id and suppli	ement the Mortgage,	Deed of Trust or	Deed to See	ure Do	:bt
(the "Security Instrument") of the same date given by	the undersig	gned (the "Borrower	") to secure the Bo	orrower's No	te to	

INVESTORS SAVINGS BANK, F.S.B.

(the "Lender")

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

#### 6 TORY LANE, ROLLING MEADOWS, ILLINOIS 60008

(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 (ov mant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL FIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new toan , 20 23 DECEMBER 1 ("New Loan") with a new Maturity Date of 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 Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligates to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to 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 still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately proceding 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 me 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 RATE

The New Note Rate will be a fixed rate of interest small in the Federal National Mostanus Association's equited not 2. CONDITIONS TO OPTION

The New Note Rate will be a fixed rate of interest way to the Federal National Montgage 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 disc of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this equired 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 in not available.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the mouthly payment that will be sufficient to repay in full (a) the unpaid principal, thus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Materity Date assuming my mouthly 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 Materity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Materity Date and advise me of the will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met: The Note Holder will provide my payment record information, together with the name, title are address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditional Gescion 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no interthan 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 will acceptable proof of my required ownership, occupancy and property len status. Before the Maturity Date the Note Holder w insurance policy, if any.

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

(Scal)	BABETTE PERMARI
 -Harrower	

MULTISTATE WALLOOK RIDER - Single Family - Feneta Mae Uniform Instrument

Form 1160 12/86

Property of Coot County Clerk's Office