RECORD AND RETURN TO:

SEARS HORTGAGE CORPORATION 333 E. BUITERFIELD ROAD

SUITE 400

LOMBARO, IL 60148



(Space Above This Line For Recording Data) --

MORTGAGE

LENGER'S # 59-02-46012

THIS MORTOAGE ("Security Instrument") is given on OCTOBER 19, 1993. The mortgagor is EDWARD I. HERNER, AN UNMARRIED MAN AND PAIGE A. MAYER, AN UNMARRIED NOMAN

("Borrower"). This Security Instrument is given to SEARS HORTGAGE CORPORATION DEFT-01 RECORDING

. T40011 TRAN 8392 11/29/93 15:04:00

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COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF OPIO address is 440 NORTH FATRWAY DRIVE, VERNON HILLS, ILLINDIS UCUB'.

, and whose

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

ONE HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS --

Dollars (U.S. \$115,000,00-----). This debt is evidenced by Borrowe, renote dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, it not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt HOVENBER 1, 1998 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 fecurity 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: COOK

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

TAX 10. 04-35-408-183 34-36-408-348

93967401

which has the address of 1627 PALHOREN DRIVE, OLENVIEW

Illinois

80025

("Property Address");

[Zip Cody]

(Stroot, City),

ILLINOIS-Single Family-Famile Man/Freddly Mac UNIFORM INSTRUMENT -8A(IL) 191081 VMP MORTGAGE FORMS . (313)283-8100 . (400)62:-7281 XC18000

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LEGAL DESCRIPTION RIDER

PARCEL 1: THAT PART OF LOT 24 IN IRVIN A. BLIETZ BLENVIEW DEVELOPMENT SUBDIVISION IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AND DOCUMENT LR1899559 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 17729757, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 24 IN SAID IRVIN A. BLIETZ BLENVIEW DEVELOPMENT SUBDIVISION: THENCE ALONG THE WEST LINE OF SAID LOT 24 NORTH I DEGREE 43 MINUTES 80 SECONDS WEST A DISTANCE OF 26.21 FEET; THENCE NORTH 35 DEGREES 42 MINUTES 29 SECONDS EAST A DISTANCE OF 20.00 FEET; THENCE NORTH 4 DEGREES 16 MINUTES 31 SECONDS WEST A DISTANCE OF 49.45 FEET; THENCE SOUTH 4 DEGREES 43 MINUTES 29 SECONDS WEST A DISTANCE OF 49.45 FEET; THENCE SOUTH 4 DEGREES 16 MINUTES 31 SECONDS EAST A DISTANCE OF 49.45 FEET; THENCE SOUTH 4 DEGREES 16 MINUTES 31 SECONDS EAST A DISTANCE OF 49.45 FEET; THENCE SOUTH 4 DEGREES 16 MINUTES 31 SECONDS EAST A DISTANCE OF 49.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 23 IN INVIN A. BLIET? BLENVIEW DEVELOPMENT SUBDIVISION IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF FILED IN THE SFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NUMBER LAIS99559 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 17729757, IN COOK COUNTY, ILLIN0IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 23 IN SAID IRVIN A. WINTE GLENVIEW DEVELOPMENT SUBDIVISION; THENCE ALONG THE EAST LINE OF SAID LOT 23 NORTH 16 DEGREES 32 MINUTES 00 SECONDS WEST A DISTANCE OF 25.62 FEET, THENCE SOUTH 73 DEGREES 12 MINUTES 40 SECONDS WEST A DISTANCE OF 18.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 12 MINUTES 40 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 16 DEGREES 47 MINUTES 20 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 73 DEGREES 12 MINUTES 40 SECONDS EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 73 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 16 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE OF 30.05 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINDIS.

PARCEL 3: ERSEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 98 SET FORTH AND DEFINED IN THE DECLARATION OF ERSEMENTS RECORDED AS DOCUMENT NO. 17729757 AND FILED AS DOCUMENT NO. LR1899559, 25583332 AND FILED AS DOCUMENT NO. LR3177702 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINDIS.

COUNTERSIGNED:

AUTHORIZED SIGNATORY

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

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

encumbrances of record.

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

UNIPORM 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 dolt 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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Punds") for:

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

The Punde chaif be held in an instruction whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such at institution) or in any Pederal 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, orders Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Index may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable lay requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, with our charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as

additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so 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 in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit

against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

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5. Hazard or Property Insurance. Borrower shall been 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 Londer 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 renewala 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 craim, 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 horrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of unit of onthly 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 Jamage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by

this Sourity Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Meligrenance 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 Londer otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuancing irrumatances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, elign the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes 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. Berrower 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 Itan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property is a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the leave. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Londer agrees to the merger in writing.

7. Protection of Londer'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 effect Londer's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfei are or to enforce tawa or regulations), then Londer may do and pay for whatever is necessary to protect the value of the Property and Londer rights in the Property. Londer's actions may include paying any sums secured by a lien which has priority over the Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repair

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

Any amounts disbursed by Londor under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument, Unless Borrower and Londor 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 Londor 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 tapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required.

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at the option of Lender, it mortgage insurance coverage (incluse amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

assigned and shall be paid to Lender.

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

If the Property is abactored 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 authough to collect and apply the proceeds, at its option, either to restoration or repair of the

Property or to the sums secured by this Security Instrument, whether or not then due,

Unless Lender and Borrower 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 such

payments,

11. Borrower Not Released; Forbearines 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 original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy,

12. Successors and Assigns Bound; Joint and Several Lieb'lity; 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 corsigns this Security Instrument but does not execute the Note; (a) is corsigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

Form 3014

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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. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to gay 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 security 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 objects 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 access 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, equired by applicable law.

20. Hazardous Substances. Borrower shall no cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental L.w. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Laz redous 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 has notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is

necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

NON-UNIFORM COVENANTS. Borrower and Lender further covenant 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 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. Rolease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower thall pay any recordation costs.

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

Form 3010

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24. Riders to talk Security Enstrument. If one or a with this Security Instrument, the covenants and agreement amend and supplement the covenants and agreements of the Security Instrument, [Check applicable box(es)] Adjustable Rate Rider Condominity	ints of each such rider shall be incorporated in his Security Instrument as if the rider(s) were s	nto and shall
Graduated Payment Rider X Planned Uni	it Development Rider Biweekly Payment 1 vement Rider Second Home Rider	
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BY SIGNING BELOW, Borrower accepts and agree Instrument and in any rider(s) executed by Borrower and rec Witnesses:		•
	EDWARD . WERNER	(Scal) -Borrower
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STATE OF ILLINOIS,	County ss: Cank	-Borrower
	a Notary Public in and for said county and sta	
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name(s) subscribed to the foregoing instrument, appeared be signed and delivered the said instrument as	ofore me this day in person, and acknowledged the second voluntary act, for the uses a	that the thirty and purposes
My Commission Expires: OF FICIAL SEAL. This Instrument was sealed and official seal, this 19 election of the commission of the commissio	day of declare .)	993 .
This Instrument was propered by CHRISTINE N. BASILE, LOW CHRISTINE N. BASILE, LOW CHRISTINE N. BASILE, LOW CO. C.	Notary Public MBARD, IL BO148 6 of 6 Yourseless Form	n 3014 9/ 80

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... LENDER'S #: 59-02-46012

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 197H day of 00108ER, 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 SEARS HORTGAGE CORPORATION, AN OHIO CORPORATION

(the "Londer")

of the same date and covering the Property described in the Security Instrument and located at: 1627 PALHGREN DRIVE, GLENVIEW, ILL, TNOIS 80025

(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 SEE PAGE 2.

(the "Declaration").

The Property is a part of planned unit development known as CARRIAGE HILL

[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,

Horrower and Lander further covenant and ag ce 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.

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" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods and against the hazards Lender

requires, including fire and hazards included within the term "extended reverage," then:

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

the yearly promium installments for hazard insurance on the Property; and

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

Borrower shall give Lender prompt notice of any lapse in required hazard programme 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.

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,

MULTISTATE PUD RIVER-Single Family-Famile Mac/Freddie Mac UNIFORM INSTRUMENT

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PLANNED UNIT DEVELOPMENT RIDER

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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 Londor;

(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. Remodies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph P shall become additional debt of Borrower secured by the Security Instrument, Unless Borrower and Lender agree to other terms of payment, these amounts shall been 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.

* COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25583338 AND FILED AS DOCUMENT NO. LR3177702, RELIVING TO THE CREATION OF CARRIAGE HILL ON THE WEST FORK HOMEOWNERS ASSOCATION.

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EDWARD I. WERNER	-Borrower
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PAIGE A. WAYER	-Borrower
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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 1918 day of 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 SEARS HORTGAGE CORPORATION, AN OHIO CORPORATION (the "Lender")

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

1627 PALMGREN DRIVE, GLENVIEW, ILLINOIS 60025

(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, Bor, ower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Socurity Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of NOVEMBER (the "New Maturity Date") shy with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance Option") If hose conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that I will have to 'er av 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 Refin ace Option, certain conditions must be met as of the Note 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 correct in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special as examents not yet due and payable) arising after the Security Instrument was recorded; (4) the New Loan Rate remot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Heide; as provided in Section 5 below.

3. CALCULATING THE NEW LOAN RATE

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

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Loan 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 monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Loan at the New Loan Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the New Loan is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCE OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinance Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinance Option. If I meet the conditions of Section 2 above, I may

MULTISTATE BALLOON RIDER (REFINANCE)-Single Family-Fredrie Mac UNIFORM INSTRUMENT XC2070DAAA.0

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**** 1 of 2 VM* MORTGAGE FORMS * (313)293-8100 * (899)821-7291

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BALLOON RIDER (COMBITIONAL RIGHT TO REFINANCE)

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exercise the Conditional Refirance Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed New Loan Rate based upon the Pederal Home Loan Mortgage Corporation'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 Note Maturity Date the Note Holder will advise me of the new interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250.00 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title

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

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