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AFTER RECORDING PLEASE MAIL TO:

D-SC28237

93213377

GM MORTGAGE CORPORATION 6700 FALLBROOK AVE., STR. 293 WEST HILLS, CA 91307

LOAM NO. 0719104

[Space Above This Line For Recording Data]

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

MARCH 17, 1993

. The mortgagor is

CHARA A SARKANY AND PATRICIA PARKANY, HUSBAND AND WIFE

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

### GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION

which is organized and existing under the laws of THE STATE OF WISCONSIN 6700 FALLBROOK AVE., STE. 293, WEST HILLS, CA 91307 seoffw bna,

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

ONE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED AND 00/190

Dollega (U.S. \$ 128500.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrumen ("Note"), which provides for monthly APRIL 01, 2000 payments, with the full debt, if not paid earlier, due and payable on instrument secures to Londer: (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 participant 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

LOT 28 AND THE SOUTH 5 FEET OF LOT 29 IN BLOCK 4 IN THE SUBDIVISION OF LOTS 24 AND 25 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINIOS. PERMANENT INDEX NUMBER: 05-31-304-042

GLENVIEW

[Street, City].

93213377

which has the address of \$28 JUNIPER Ilibois 60025

("Property Address");

**ILLINOSS** - Single Family

-CRUILLY MAN

h Mac UNIFORM INSTRUMENT VAM MORTGAON PORMS - (\$13(\$15-\$190 - (\$15(\$2)-\$25)

|Zip Code|

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TOGETHER WITH all the improvements now or hereafter erected 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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will 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 insurument covering real property.

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") 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 insurance premiums, if any; (e) yearly mortgage securance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph & r 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 Portower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, 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 last of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any recertal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to 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 law requires interest to be paid, Lender shall not be required to pay Percewer 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, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and 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 Berrower 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.

Form 3015, 9/90 Injustr

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or begeatter 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 a sewer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the lanurance 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 Borlow or 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 Leoder, 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 Prope ty 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 Borrows, control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the belief 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 statem and 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 coverents and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), ther Londer 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 could reving 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 Londer 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 losn 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 affect. Leader will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, 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. Impection. 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 ir mediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance anall 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 [120] uncert whether or not the sums are then due.

If the Property is abandoned by Bosrower, or if, after notice by Lender to Bosrower that the condemnor offers to make an award or settle a claim for damages, Verrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the properts, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not to a due.

Unless Lender and Borrower otherwise agres in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to un prographs 1 and 2 or change the amount of such payments.

11. Berrower Not Released; Forbearance By Lease: Not a Walver. 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 Contower'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 deleased 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 Liability; Co-ligiers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not presently 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 radice 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 lew 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 3909 Selection

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16. Berrower'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 moots cortain 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 contine unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain firsty effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

The Note or a partial interest in the Note (together with this Security 19. Sale of Note; Charge of Loan Servicer. Instrument) may be sold one or there times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects conthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer involuted 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 Services and the places to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Harardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrowe shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The pre-caling 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 my avestigation, 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 the orificed 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, caser flemmable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or fornaldolyde, 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 environme stal protection.

NON-UNIFORM COVENANTS. Borrower and Londer 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 over 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 Mather 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 same 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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Security Instrument, the coven at at the covenants and agreements of this	rument. If one or more riders are executed by ad agreements of each such rider shall be incorpor incurity Instrument as if the rider(s) were a part of	ated into and shall amend and supplement
[Check applicable box(es)]  Adjustable Rate Rider  Graduated Payment Rider  Balloon Rider  V.A. Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Pher(s) [apecify]	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING RELOW, Borrower and witnesses:	or accepts and agrees to the term; and covenants con direcorded with it.  PATRICIA S SA	Solver (Seal)  -Borrower
11.12OA		(Soal) -Borrower
CEABA A SARRAMY  135-32- STATE OF ILLINOIS,	County	
		to on see seem becobally upone surrivies
subscribed to the foregoing instrument signed and delivered the said instrume Given under my hand and official	nt as the vertex and voluntary act, for the uses, this the day of WCM (	es and purposes therein set forth.
My Commission Expires:  This instrument was prepared by:	" OFFICIAL SE Adary Public JULIE A. MEHL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/2/34	fruit in mixero.
4R(IL) (HO)	hg 6d 6	Form 3014 9/96

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### BORROWER'S DECLARATION TO LENDER RIDER TO SECURITY INSTRUMENT

This BORROWER'S DECLARATION TO LENDER, RIDER TO SECURITY INSTRUMENT (this "Rider") is	made this
17TH day of MARCH , 1993 and is incorporated into and shall be deemed to amend and supplement the N	fortgage,
Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (collectively, the	"Borrower")
to secure Borrower's Note (the "Note") to GN MORTGAGE CORPORATION (U	ne "Lender")
of the same date and covering the Premises (as defined herein), as described in the Security Instrument, with reference to the	he tollowing
facts:	

Lender has agreed to make and fund a loan (the "Loan") in the amount of \$ 128500.00 to Borrower for the purpose of acquiring or refinancing that certain real estate improved with a 1 UNIT residential dwelling more particularly described as:

825 JUNIPER GLENVIEW .IL 60025 (the "Premises").

Payment of the Note will be secured by the Security Instrument in favor of Lender and encumbering the Premises. In addition thereto, and as a condition to making and funding the Loan, Lender has required certain assurances from Borrower with respect to the truth and accuracy of certain for that matters and with respect to the purpose for which the Premises are to be acquired or refinanced.

Borrower acknowledges and understands that Lender will make and fund the Loan to Borrower in contemplation of the sale of the Loan to an investor (the "investor"), and that as a condition precedent to any such sale of the Loan, Lender will typically be required to represent and warrant to the Investor the truth and accuracy of the following matters, or to represent and warrant to the Investor other matters that depend in turn upon the truth and accuracy of the following matters:

- 1. That at the date Levier sells the Loan to an Investor (which will typically occur within thirty days after the closing of the Loan) Borrower shall maintain the Premises as Borrower's personal and principal residence continuously beginning thirty days after the closing of the Loan and for a period of not less than six months thereafter.
- 2. If Borrower has presented to Lender documents that purport to be copies of all or pertinent parts of Borrower's federal or state income tax returns for one or more years, that Borrower's income, and all other pertinent figures set forth in such documents, were for the years shown in fact as at forth in such documents for such years, that such documents are in fact true and correct copies of the tax returns of which they purpor to be copies and that such tax returns were the returns Borrower actually filed with Internal Revenue Service or the appropriate state tixing authority, respectively.
- 3. If Borrower has presented to Lender any verifications of deposit or any verifications of employment, that all of the information set forth in each of such verifications is true and a curate in every respect, that each such verification was in fact prepared, executed and delivered directly to Lender by an authorized ornical, principal or agent of the person purported to have made such verification, and that Borrower did not in any manner collude with each officer, principal or agent in connection with such verification.
- 4. If Borrower has represented to Lender that Borrower has, or at the closing of the Loan will have, invested Borrower's cash in a minimum amount as a down payment for or other cash equity in the Premises, then Borrower actually shall have, at the date of closing of the Loan, invested Borrower's cash in an amount not less than such minimum amount as down payment for or other cash equity in the Premises. It is further warranted that Borrower shall n n, p for to the Closing of the Loan, have made or entered into any understanding or agreement for the financing or refinancing of all or any part of Borrower's cash investment in the Premises.
- 5. If Borrower has presented to Lender a "gift letter" from any person, in which such person represents that such person has made a gift of funds or any other things to Borrower, that Borrower has in fact receive I such gift from the signalory of the gift letter in the amount and on the date set forth in the gift letter, and that Borrower is not subject to any obligation whatsoever, whether legally enforceable or not, and whether express or implied, to repay all or any part of the gift or to ray to any other person all or any part of the gift or to do any other thing whatsoever in full or partial consideration for receipt of the gift.
- 6. That every fact or representation set forth in Borrower's application to Lender or in any other document, instruments or materials provided by Borrower to Lender in connection with or in support of such application was at the date delivered to Lender and at the closing of the Loan true, correct and complete in every respect and not misleading to Lender in any many all repect.

With reference to the foregoing facts, and as a material consideration and inducement to Lender to make and fund the Loan, Borrower hereby represents, warrants and covenants as follows:

- A. That Borrower shall, on or before thirty days after the closing of the Lean, own and occupy the Premises as Borrower's personal and principal residence, and shall so own and occupy the Premises as Borrower's personal and principal residence continuously for the six month period beginning thirty days after the closing of the Loan.
- B. That each of the matters set forth in each of paragraphs 2, 3, 4, 5 and 6 above is and shall be and remain true, correct and complete.

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OC2091-1 (02/03/93)

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Borrower acknowledges and understands that Lender will make and fund the Loan to Borrower only in reliance upon and in consideration of Borrower's representations, covenants and warranties herein set forth. Borrower further acknowledges and understandes that Lender intends to make and undertake specific obligations to the Investor in reliance on the representations, covenants and warranties of Borrower herein above set forth. Borrower further acknowledges and understands that Lender would not make and fund the Loan to Borrower and that the obligations to be made and undertaken by Lender to the Investor would not be made or undertaken but for Lender's reliance upon such representations, covenants and warranties of Borrower. Borrower further acknowledges and understands that in the event that any of Borrower's representations, covenants and warranties herein set forth shall prove false in any respect whatsoever, such event will materially adversely affect the marketability of the Loan to the Investor, and that Lender in making and funding the Loan is acting in reliance on the marketability of the Loan to the Investor to the extent established by the representations, warranties and covenants of Borrower herein set forth.

In reference to the foregoing, and as a material consideration and inducement to Lender to make and fund the Loan to Borrower, Borrower hereby covenants and agrees that in the event that any of Borrower's representations, warranties and covenants herein set furth shall be false in any respect whatsoever, Lender may, at its option, do either or both of the following: (a) recover from Borrower any loss or other damages it sustains by reason of loss of marketability of the Loan; or (b) without the necessity of notice to Borrower, elect to accelerate and declare immediately due and payable the entire principal balance of and all accrued and unpaid interest on the Loan and the Note. Borrower hereby acknowledges and understands that in the event of any such acceleration, and provided Borrower and the necessary fully pay and discharge the entire principal balance and all accrued and unpaid interest on the Loan and the Note, Loader may, in addition to such other remedies as may then be available to Lender, proceed to foreclose upon the Premises by judicial fire losure proceedings or private trustee's sale, or as may otherwise be provided by the Security Instrument or applicable law.

Borrower acknowledges, understands and agrees that Lender will rely upon Borrower's representations, warranties and covenants herein set forth specifically with regard to the marketability of the Loan for sale to the Investor, and that Lender will be damaged by the falsehood of any of Burrower's representations, warranties and covenants if such falsehood impairs the marketability of the Loan for sale to the Investor, without regard to whether the Loan is at any time or from time to time in default, and without regard to and separate and apart from any loss of sale of the Premises or whether Lender suffers any deficiency therefrom.

In the event that any part of this amount shall be held by any court to be unenforceable for any reason whatsoever, the part or parts so held to be unenforceable, to such extent as each is enforceable, and every other part not so held to be unenforceable, shall continue in full force and effect.

CITY	STATE	ZIP	
GUNNAIRA	IL	60025	
PROPERTY ADDRESS			
628 JUNIPER			
BORROWER	DATE		-
		C <sub>O</sub>	1
BORROWER	DATE		
BORROWER SARKANY	22	30	
Taken P Haka	3/17/93 DATE		
BORROWER CSABA A BARKANY	DATE		
Colo W. Sal-6	3/17/193		
	40%		

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### **BALLOON RIDER**

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this	17 <b>TH</b>	day of	MARCH , 1993	
and is incorporated into and shall be deemed to amend				
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to				

ON MORTGAGE CORPORATION, A WISCONSIN CORPORATION

(the "Lender")

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

828 JUNIPER GLEWVIEW, 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, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL AIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") APRIL 01, ,20 23 , and with an interest rate equal to the with a new Maturity Date of "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 Optim.). 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 Materity 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 Now.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional R financing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and r cri pant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have tem more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lies against the large ty (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 ir Sec ion 5 below.

### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal 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 not yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required not 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 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 plas (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are cruters, 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 the calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

#### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and ad itsen e of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Mantrity Date. The Note Holder also will rivise 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 and address of the person representing the Note Hohler that I must noticy in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional P. Snancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in affect 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 \$250.00 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the (Seal)  CSASA A SARKANY  -Borrower	rerms and covenants contained in this Balloon Rider.    Contained in this Balloon Rider. (Seal)
-Bossower	(Scri) -Borrower [Sign Original Only]

MILL TISTATE MALLOOM RIDER - Single Family - Fancie Mae (Iniform Instrum

Form 3180 12/89

Property or Coot County Clerk's Office