ентер ков весово COOK COUNTY ILLINOIS

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SUVCE VBONE HOW BECOMDERS DRE

P.O. BOX 7024 CORRESANTDE ENNDING CORPORATION **МНЕИ ВЕСОВОЕ**В **ЖУГГ ТО**:

PASADENA, CALIFORNIA 91109-8974

1910111 \* NAOJ 141.68.

CHO

ESCHOM/CFOSING # 001455141

MORTGAGE

The moragagor is

02974269

, A BACHELOR AND WILLIAM A JENNINGS THIS MORTCACE ("Security Instrument") is given on April 300SEPH C. MC. SINA , A BACHELOR

COUNTRYMIDE FUNDING CORDRATION ("Borrower"), This Security Instrument is given to

OSOUM DITE

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

which is organized and existing under the Pasadella, CA 91109 address is 155 north Lake avenue pasadella, CA 91109

MINETY FOUR THOUSAND and OOVIDO

County, Illinois: Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in payments, with the full debt, it not paid earlier, due or a payable on April 1, 1998

Instrument secures to Lender: (a) the repayment of the deot evidenced by the bote, with interest, and all renewals, extensions and modifications of the Bote; (b) the payment of all other sum; with interest, advanced under paragraph 7 to protect the security of modifications of the Bote payment of all other sum; with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Botrower's co-enants and agreements under this Security Instrument, and (c) the performance of Botrower's co-enants and agreements under this Security Instrument, and the This debt is evidenced by Borrower's note duted the arme date as this Security Instrument ("Note"), which provides for monthly 00.00046 Dollars (U.S. \$

SEE ATTACHED LEGAL DESCRIPTION ADDENDUM

(Sincer, City),

Oponty Ox Co. ("Property Address"); Stonilli which has the address of 10845 S. 84TH AVE. UNIT 3A , PALOS HILLS

(BSOB) (BSOB) VMP MOHTGAGE FORMS - (313)293-8100 - (800)621-7291 CEC (8/85) ILLINOIS - Binglo Family - Famile Mee/Freddie Mee UNIFORM INSTRUMENT



Property of Coot County Clert's Office

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given effect without the conflicting provision. To this end the provisions of this Security Instrument and the South are declared to conflicts with applicable line, such conflict shall not affect other provisions of this Security Instrument or die Note which can be jurisdiction in which the Property is located, in the event that any provision or clause of this Security Instrument or the Mole 15, Governing Law; Severability. This Security instrument shall be governed by federal and the law of the

Instrument shall be deemed to have been given to Botrower or Lender when given as provided in  $\Phi$  ; purigraph. address sined herein or any other address Lender designates by notice to Borrower. Any made provided for in this Society any other address Borrower designates by notice to Leader. Any notice to Leader shall be given by first class mail to Leader's by first class mail unless applicable law requires use of another method. The notice shall 🛪 directed to the Property Address or

14, Notices. Any notice to Borrower provided for in this Security Instantion while the given by delivering it or by mailing it.

under the Mote.

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

make any accommodations with regard to the terms of this Security harmment of the Note without that Borrower's consent. secured by this Security Instrument, and (c) agrees that Lender ang other Borrower may agree to extend, modify, forbear or Bottower's innerest in the Property under the terms of this teoring insurament, (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signary this Security Instrument only to mortgage, grant and convey that puragraph 17. Borrower's covenants and agreements what be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject is the provisions of

12. Successors and Assigns Bound; Joint and Coverit Liability; Co-signers. The covenints and agreements of this

in interest. Any forbentance by Lender in expreising any right or remedy shall not be a waiver of or preclude the exercise of any the smill secured by this Security Instrument by teason of any demand made by the original bottower of Bottower's successors To notative white against any succession in interest or refuse to extend time for payment or otherwise modify amortivation of not operate to release the liability of he original Borrower or Borrower's successors in interest. Lender shall not be required to 11, Borrower Not Released Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the same secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Bo row a otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

by this Security Instrument, edicther or not then due. is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured award or scale a cla m for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an sums secured by this Security Instrument whether or not the sums are then due.

Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless 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 the sums secured immediately before the taking, divided by (b) the fair market value of the Projectly immediately before the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this value of the Property inmediately before the taking is equal to or greater than the amount of the sums secured by this Security 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

In the event of a total taking of the Propenty, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shell give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage man Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay dae payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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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 florrower 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 pay the sums secured by this Security Instrument and the obligations secured by Borrower, this Security Instrument and the obligations secured bereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of

acceleration under part at ph 17.

19. Sale of Note, Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19. Sale of Note, Change in the entity (known Instrument) may be sold me or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") the collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Service, and the address to which payments should be made. The notice will also contain any other

information required by applicable to a

20. Hazardous Substances. Bor over shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances and or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two 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 active 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 is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all

necessary remedial actions in accordance with Environmental Law.

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

NON-UNIFORM COVENANTS. Berrower and Lender further concernat and agree as follows:

21. Acceleration; Remedies. Lender shall give active 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 unlesses 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 Preperty. The notice shall further inform 🗳 Borrower of the right to reinstate after acceleration and the right to assert in the force/scare 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 dute 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. Botrower shall pay any preparation and recordation costs permitted under state law.

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

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Initials:







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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If 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 as. Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the month's payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquired by shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

- 5. Occupancy, Preservatio 6 Maintenance and Protection of the Property; Besrower's Loan Application; Leaseholds, Borrower shall eccupy, establish, e.id se the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall costigue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender officerwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are teying Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good fuith 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 secretic interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan eviderced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal assistance. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires for 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 fail, 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 bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable autorneys' fees and entering on the Property to make repairs. Although Lender may at a 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 that bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Bor of ver requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the ban secured by this Security Instrument, Berrower shall pay the premiums required to maintain the mortgage insurance in effect 15, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the remitting 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 i sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 3014 9/90 initiate:







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TOGETHER WITH all the improvements new 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 instrument covering real property.

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day 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 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 (eq., i.e for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, 11 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 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 Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to 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 Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest so an be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and decides to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all so pays 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 pryments 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 read, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall noy 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: discover: (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 subordinging 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.

(4020a) (All) 1960

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Page 2 of 6

Form 3014-9/90 Initiate:







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24. Riders to this Security Instrument. Security Instrument, the covenants and agree the covenants and agree ten's of this Security is	nents of each such rider shall be incorpora	ated into and shall amend and st	
[Check applicable box(es)]	(V) Complete Column Pides	[ A Comity Distant	
Adjustable Rate (dirlet(s) Craduated Payment Purer Balloon Rider V.A. Rider	X   Condeminium Rider   Planned Unit Development Rider   Rate Improvement Rider   Other(s) [specify]	1-4 Family Rider Biweekly Payment Rider Second Home Rider	
2			
BY SIGNING BELOW, Borrower accepts any rider(s) executed by Borrower and recorde		ntained in this Security Instrume	ent and in
Witnesses:	Son of the state o	100	(Scal)
	JOSEPH C. MESS	INA	-llorrower
	Li elloun	a Jany	(Scal)
aran kanan kanan kanan kalan kanan aran mengan mengan kenan pada mengan banan da melihan melihan melihan da ka	UTILIAM A. JEN	NINGS /	-Honower
	(Scal)		(Scal)
	-Horsewar		Harrower
STATE OF ILLINOIS,	Courty	<b>75:</b>	
1. the undersegned governo moune a fachelar	a Notacy Public in and for su	County and state do hereby co	rtify that
subscribed to the foregoing instrument, appeare	, personally known to me	to be if a same person(s) whose windged that	name(s)
signed and delivered the said instrument as— Given under my hand and official seal, this	ried. I free and voluntary act, for the ps	7 110 X	193.
My Commission Expires:  PATRICIA  Notary Fublic, 5  This Instrument was prepared buff Commission to	L SEAL Notary Public	cia u ard	2
This Instrument was prepared by Commission to	of illinois	C	
-6R(IL) (9200) GFC (9/92)	Page 6 at 6	Form 3	014 9/96







Property of Cook County Clerk's Office

BORROWER

JOSEPH C. MESSINA CO-BORROWER: WILLIAM A. JENNINGS

PROPERTY ADDRESS: 10845 S. 84TH AVE. UNIT 3A, PALOS HILLS, IL. 60465-

#### **LEGAL DESCRIPTION ADDENDUM**

PARCEL 1: UNIT 3'A' AND GARAGE UNIT GI IN MIDDEN VALLEY CONDOMINIUMS UNIT THREE, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF THE EAST 9.34 ACRES (EXCEPT THE SOUTH 305 FEET THEREOF) OF THE WEST 14.34 ACRES OF THE CAST 24.34 ACRES OF THE WEST 28.34 ACRES LYING SOUTH OF THE CALUMET FEEDER OF THE SOUTH EAST 1/4 OF SECTION 14. TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT BEING 690.84 FEET NORTH AND 140.97 FEET EAST OF THE SOUTHWEST CORNER; THENCE SOUTH 53 DEGREES 26 MENUTES 26 SECONDS EAST 75 FEET; FHENCE NORTH 36 DEGREES 33 MINUTES 34 SECONDS EAST 110 FEET; THENCE NORTH 53 DEGREES 26 MINUTES 26 SECONDS WESTARS FEET: THENCE SOUTH 36 DEGREES 33 MINUTES 34 SECONDS WEST 110 FEET TO THE POOT OF BEGINNING IN COUR COUNTY, ILLINOIS.

PARCEL 2: EASMENT FOR INTRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASE WITS RECORDED AS DOCUMENT NUMBER 87488978 IN COOK COUNTY, ILLIHOIS. 100-091

Orico

County Clarks Office

P.I.N. #23-14-400-091-1009 AND #23-14-400-091-1013

Property of Cook County Clark's Office

#### WHEN PECORDED MAIL TO:

COUNTRYP DE FUNDING CORPORATION P.C. BOX 7024

PASADEN 4, CALIFORNIA 91109-8974

COUNTRYWIDE

LOAN #: 7710464

ESCROW/CLOSING #: 397422147

Prepared by: J. WAIL

-- SPACE ABOVE FOR RECORDERS USE

### BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this April

day of a

93 and is incorporated into and shrulbe deemed to amend and supplement the Morigage, 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 COUNTRY WIDE FUNDING CORPORATION.

A NEW YORK CORPORATION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 10845 S. 84TH AVE. UNIT 3A PALOS HILLS, IL 60465-

[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 ar I who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreement in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

#### 1. CONDITIONAL RIGHT TO REFINANCE

At the Maturity Date of the Note and Security Instrument (the "Maturity Date"), will be able to obtain a new toan ("New Loan") with a new Maturity Date of April 1 , 20 23 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 2 haow 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 obligation to refinance e. addity the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources c. 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 preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

MULTISTATE BALLOON RIDER - Single Family - Famile Mee (Iniform instrument

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VMP MORTGAGE FÇIRMS - (310)280-8100 - (800)621-7291

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#### 3. CALCULATING THE NEW NOTE RATE

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

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not 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 1 will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

#### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holde, will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrue the unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will idvise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. Too 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 Refinancing Option If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Opuon 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 w effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above e vill 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 are a \$250,00 processing fee and the costs associated with updating the title policy, if any, and any reasonable hird-party costs, such as documentary stamps, intangible tax, survey, recording fees, etc.

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

Jaconi.	(Scal)	Willowa Dung (Scal)
эбseрн с. Messina	-Bonower	WILLIAM A. ENITINGS -Borrower
	(Scal)	(Scal)
	-Borrower	-Rarrower [Sign Original Only]

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WHEN FACE ROED MAIL TO: COUNTRYNIDE FUNDING CORPORATION P.O. GOX 7024 PASADENA, CAU! OILNIA 91109-8974

CPO LOAN# 7710464

ESCHOWICLOSING #. 007422147

PARCEL I.D. #

Propared by: J. WAIL 9532 WEST 1477H STREET ORLAND PARK, IL. 60462

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 2 day of April , 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

COUNTRYWIDE FUNDING CORPORATION. A NEW YORK CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 10845 S. 84TH AVE. UNIT 3A PALOS HILLS, IL 60/161-

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

HIDDEN VALLEY

[Name of Condominium Project]

(the "Condominium Project") If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Portower's interest.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under an Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent the cuments. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Huzard Insurance. So long as the Comers Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project 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 coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any tapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds psyable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

MULTISTATE CONDOMINIUM RIDER - Single Family - Famile Mac. Freddie Mac UNIFORM INSTRUMENT

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Form 3140,9/9

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- 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, whether of the unit or of the common elements, or for any conveyance in lieu of condermation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sams secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Cansent. 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 Condominium Project, except for abandonment or termination required by law in the case of substantial desauction by fire of other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any pravision of the Constitue it Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Overact Association unacceptable to Lender.
- \*\*Remedies If there were does not pay condominium does and assessments when due, then Lender may pay them. Any amounts disbuted by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Nois rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIONING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Riger.

(Scal)  · Borrower	OSERH C. HESSINA
(Scal) - Bortower	WILLIAM LOLUMINGS Jan
(Scal) - Borrower	
(Scal) - Horrower	76

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