TOGETHER WITH all the improvements now or hereafter erected on the property; and all easements, appurenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security 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 ar ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morages 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 or flect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related. On mortgage loan may require to Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 11 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 one, 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 (ny 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 Escriw Items, unless Lender pays Borrower integer on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-ur, 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 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by 'his Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by a policable 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 spiting, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make to 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 produptly 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 Leguer 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. Burrower 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.

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT, THE NAME OF THE CITY

:OT JIAM GNA Y8 GBAA9BA9

BBIILVELL

LOAN # 5523613

OAKBROOK TERRACE, IL 60181 1901 SOUTH MEYERS ROAD, SUITE 300 MIDMEST MORTGAGE SERVICES, INC.

ZEISI626

Space Above This Line For Recording Data) 5 - UST 1-01 RECORDING

MORTGAGE

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NOVEMBER 28ch, 1992

82041:008

THIS MORTGAGE ("Security Instrument") is given on

NANCY L. VAN BROEKHOVEN, FLVORCED, NOT REMARRIED NANCY LEE VAN BROEKHOVEH, ALSO KNOWN AS

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THE LATTE OF ILLINOIS

address is 111 E. BUSSE AVENUE which is organized and existing under the laws of

THE PIRST NATIONAL BANK OF CHICAGO

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

MI. PROSPECT, IL 60056

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

TWO HUNDRED TWO THOUSAND THREE HUNDRED & 00/100

1 Dollars (U.S. \$ 202, 300,00

HECECONT: RECORDER

40181 4 8-85-8181250 148822 1894 11-2 1794/65 1712100 08:1-01 8E08851/32 1794/65 114/2

this Security Instrument; and (c) the performance of Borrower's covenants and agreements that, this Security Instrument and the payments, with the 'all debt, if not paid earlier, due and payable on ARMANAY 1, 2023 This Security. This debt is evidenced by Borrower's note dated the same date as this Security In trument ("Mote"), which provides for monthly

720-402-70-50 :# GI XAT County, Illinois: Note. For this purpose, Borrower dogs hereby mortgage, grant and convey to Lender the folioging, described property located in modifications of the Note; (b) the payment of all other sums, with interest, advanced under regaraph 7 to protect the security of Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with increst, and all renewals, extensions and

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10 EAST OF MUE IN INVERLAKE SUBDIVISION UNIT NO. 3, A SUBDIVISION OF PART OF THE NORTY 1/2 TOL 1 IN LINET BIFAT OF RESUBBIVISION OF LOTS 56, 58, 59, 60, 61, 62 MMS 63

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88077.000

(Succ., Cus).

Inverness **ACTIVITYAS**  "Property Address"):

01009 which has the address of 1317 CARLISE DRIVE

stough

(Sip Code)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

8111 ្នះស្រាក reis babnamA Form 3014 9/80

AND MORTGAGE FORMS - (313)293-8100 - (800)521-7291 9401 9674

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**UNOFFICIAL COPY** 

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 Leader that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly 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 acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's glood 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 Borrowe's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Por ower 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 evidenced by the No e, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a toproceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulation.), 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 a actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in count paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paying rank 7, Lender of the Property to make repairs.

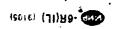
does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/30

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he severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the 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 Mote 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

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

under the Note.

Borrower, If a refund reduces principal, the reduction will be treated as a partial prepayment without (a), reepayment charge Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. 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 law is finally interpreted so that the interest or other loan charges collected or to be confected in connection with the loan 13. Loan Charges. 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 Instrument or the Note without that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borroyer may agree to extend, modify, forbear or Romower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that paracraph 17. Borrower's covenants and agreements shall be joint and solveral. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements of this

ufur or remady.

in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any the sums satured by this Security Instrument by reason of any demand made by the original Borrower's successors commence proceedings against any successor in interest of refuse to extend time for payment or otherwise modify amortization of not operate to release the liability of the original Boycower or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

II. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Lender and Borrower officialise agree in writing, any application of proceeds to principal shall not extend or postpone

by this Security Instrument, whether 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 settle a claim for danages, Borrower fails to respond to Lender within 30 days after the date the indice is given, Lender

If the Property is any idea 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 orgenise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property unmediately 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 Property 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 immediately 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 Property, the proceeds shall be applied to the sums secured by this Security Instrument,

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condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 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 shall 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 that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

233.170BB

24. Riders to this Security Instrument. If one		•	
Security Instrument, the concents and agreements of	f each such ricer shall be incorpora	ited into and shall amend and supplement	
the covenants and agreements (Chi): Security Instrum	ent as if the rider(s) were a part of t	his Security Instrument.	
[Check applicable box(es)]			
	Condominium Rider	☐ 1-4 Family Rider	
	lanned Unit Development Rider	Biweekly Payment Rider	
	Rate Improvement Rider	Second Home Rider	
	Other(s) [specify]		
	04		
BU GOVER OF AND B		and the second of the second of the	
BY SIGNING BELOW, Borrower accepts and ag	/ 1	ntained in this Security Instrument and in	
any rider(s) executed by Borrower and recorded with i	i.	,	
Witnesses:	<b>400</b>	1 2 11/1	
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;		BROBKHOVEN, A/K/A Borrower	
	NANCY L. VAN	BROEKHOVEN	
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		(Seal)	ì
	<del></del>	Borrower	į
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	-Borrower	Berrower	Ñ
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STATE OF ILLINOIS, Cook	County	55:	
I, the undersigned	, a Notary Public in and for said	d county and state do hereby certify that	
Nancy Lee VanBroekhoven, a/k/a			٠.
	· · · · · · · · · · · · · · · · · · ·	er and the territor protection (e)	is
subscribed to the foregoing instrument, appeared before			
signed and delivered the said instrument as her	free and voluntary act, for the use		
Given under my hand and official seal, this	28th day of Nove	ember , 1992 .	
		( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	
My Commission Expires:	<u>Dans</u>	C KUSZOT	
	Notary Public	()	
	•••••	······································	
This Instrument was prepared by:	} " OFF	FICIAL SEAL " }	
JENNIFER FORTNER	} DAN	A L. SCHULTZ }	
-6R(IL) (9105) RECORD AND RETURN TO:	Page Antic CNGTATY F	William STATE OF ILLUSTER 3014 9/90	
MIDWEST MORTGAGE SERVIC	ES. INC. MY COMM	HOLESHIE SEKISH HOLESH	

1901 SOUTH MEYERS ROAD, SUITE 300

OAKBROOK TERRACE. IL 60181

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without charge to Borrower, Borrower shall pay any recordation costs.

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

limited to, reasonable attorneys' fees and costs of title evidence.

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) and less than 30 days from the date the notice is given to Borrower, by which the days dramat 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 by this 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 sams secured by this Security Instrument without further demand and may foreclosure theoretic payment in full of all sams secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, but net shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but net shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but net

NOW-UNIFORM COVENANTS. Borrower and Lender further covenant and agive as follows:

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, kerescoe other flammable or toxic petroleum products, toxic materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jui sdiction where the Property is located that relate to health, safety or environmental protection.

necessary remedial actions in accordance with Environmental Levi.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affects ig the Property is necessary, Borrower shall promptly take all removal or other remediation of any Hazardous Substance affects ig the Property is necessary, Borrower shall promptly take all

and to maintenance of the Property.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. B prrower shall not do, not 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 the Property of the Property

information required by applicable tax.

19, Sale of Nove: Change of Loan Servicer. The Note or a part al interest in the Note (together with this Security Instrument) may be 25.3 one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") hat collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes 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 given written notice of the change. The address to which payments should be made. The notice will also contain any other address of the new Loan Servicer, and the address to which payments should be made. The notice will also contain any other

acceleration under paragraph 17.

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 reinstancement before sale of the Property pursuant to any power of sale contained in this Security Instrument and the Note as if no acceleration had occurred; (b) pays Lender all enforcing this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable anomeys' (ees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, including, but not limited to, reasonable anomeys' (ees; 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 instrument shall remain the lien of this secured in the obligation in the case of the first and the obligation in the case of the first and fine of the case of the state of the sum of the sum of the case of the sum of the sum of the obligation in the case of the sum of the sum of the sum of the case of the sum of the sum of the obligation in the case of the sum of the sum of the obligation in the case of the sum of the sum of the sum of the obligation in the case of the sum of the sum of the sum of the obligation in the case of the sum of the su

hy 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

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

Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Insurancent. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

#### (E) Effective Date of Change

My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date.

#### (F) Notice of Change

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice

BY SIGNING BELOW. Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

| April | Apr

NANCY LEE VAN BROEKHOVEN BOHOW	(Seal)
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### FIXED/ADJUSTABLE RATE RIDER

(10 Year Treasury Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 28th day of NOVEMBER.

19 92 , 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 Fixed/Adjustable Rate Note (the "Note") to

THE FIRST NATIONAL BANK OF CHICAGO (the 'Lender') of the same date and covering the property described in the Security Instrument and located at:

1317 CARLISE DRIVE BARRINGTON, ILLINOIS 60010

[Property Address]

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMINS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORROWER MUST PAY.

92919132

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial fixed interest rate of
7
in the initial fixed rate, as follows:

7.100 %. The Note prov

%. The Note provides for a change

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change on the first say of which is called the "Change Date."

YSKITNAL

ля 2000

(B) The Index

THE INITIAL INDEX VALUE FOR THIS LOAN IS 6.840%

At the Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The most recent Index rigure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holderwill choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND ONE-HALF percentage point(s) ( 2.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one progntage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate unit the Maturity Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Change

93347088

The interest rate I am required to pay at the Change Date will not be greater than which is called the "Maximum Rate".

13.100

%,

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-10 YEAR TREASURY -Single Family-Fannie Mae Uniform Instrument

- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:
- (ii) 20y amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association anacceptable to Lender.
- F. Remedies. If Borrover does not pay PUE dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

	9292	.9132
33.77088	MANCY LEE VAN SPOEKHOVEN	-Horrower
9534	<del></del>	(Seal) -Borrower
		(Seal) -Borrower
		(Seal) -Borrower

### PLANNED UNIT DEVELOPMENT RIDER

28th day of NOVEMBER THIS PLANNED UNIT DEVELOPMENT RIDER is made this , 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

THE FIRST NATIONAL BANK OF CHICAGO

(the "Lender")

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

1317 CAR ISE DRIVE BARRINGTON, ILLINOIS 60010

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration").

The Property is a part of a planned unit development known as INVERNESS SHORES LAKE LYT OWNERS ASSOCIATION

92915132

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Eurrower's interest in the homeowners association or equivalent entity owning or managing the common areas and tocilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association main ains with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is setisfactory 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 one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard 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 insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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

Form 3150 9/90

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