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WHEN RECORDED MAIL TO

CODE COUNTY BY PROP MARKONAMINISKUS MEGURBARIA PRO PRO PECURD

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93361845

> HOUSEHOLD MORTGAGE SERVICES 100 MITTEL DRIVE WOOD DALE, IL 60191

[Space Above This Line For Recording Data] -

MORTGAGE

THIS MORTCACE ("Security Instrument") is given on

APRIL 28TH

The mortgagor is

ROBERT J. KATZ AND SHARON KATZ, HIS WIFE

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

ARROW MORTGAGE CORPORATION

which is organized and existing under the laws of

ILLINOIS

633 SKOKIE BLVD. # 201, MORTHBROOK, IL 60062

and whose address is

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

OH'S C

ONE HUNDRED FORTY TWO THOUSAND IND NO/100

). This dept in evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 142,000.00 Instrument ("Note"), which provides for monthly paymons, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced MAY 1ST, 1998 by the Note, with interest, and all renewals, extensions and n or feations of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's security Instrument; and (c) the Borrower's security Instrument; and (c) the Borrower's s covenants and agreements under this Security Instrument and the Nub. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

SEE ATTATCHED

PERMANENT INDEX NO. 17-16-419-008-1022

which has the address of 801 S. PLYMOUTH COURT UNIT# V

[Street]

60605 [Zip Code] ("Property Address");

ILLENOIS - Single Family - Famile Mac/Freddle Mac UNIFORM INSTRUMENT M 1876(1 (9202)

MFIL3112 - (4/92

Minois

Form 3014 9/90 (page 1 of 6 pages) Great Lakes Business Forms, Inc. To Order Call: 1-800-830-9383 1.) FAX 818-791-1131

CHICAGO (City)

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Great Lakes Buskhess forms, inc.

Property insured against loss by five, hazards included within the term "extended coverage" and any other hazards, including flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower

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

evidencing the payments.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on Property which may attain priority over this Security Instrument, and leasehold payments or ground reals, if any. Burrower

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions euributable to the paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Now.

paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, is amounts payable under 3, Application of Payments. Unless applicable law provides otherwise, all payments received by Londer under

secured by this Security Instrument.

sale of the Property, shall apply any Funds held by Lender at the time of acquisition of sale as a credit against the sums 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

deficiency in no more than twelve monthly payments, at Lender's sole discretion.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in Borrower for the excess Funds in accordance with the requirements of aprlicable law. If the amount of the Funds held by

If the Funds held by Lender exceed the amounts permitted to by held by applicable law, Lender shall account to secured by this Security Instrument.

and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an Lender to make such a charge. However, Lender inly require Borrower to pay a one-time charge for an independent real account, or verifying the Escrow Items, unless cender pays Borrower interest on the Funds and applicable law permits the Escrow Items, Lender may not charge Jorrower for holding and applying the Funds, annually analyzing the escrow (including Lender, if Lender is such an insulution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay The Funds shall be held in an in-draion whose deposits are insured by a federal agency, instrumentality, or entity

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay. principal of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote. 1, Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

encumbrances of record,

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

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

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's opproval 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 puragraph 7.

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

Lender, Lender may make proof of loss if not made promptly by Borrower,

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

Unless Lender and Burrower 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, Burrower'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 price 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 extenusing discumstances 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 good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender 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, it Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impai men, 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 statements 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, seriesentations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a learch 3d, 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 agricultantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeither 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 attorneys' fees and entering on the Property to make epairs. Although Lender may

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

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

requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by thisSecurity Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in offect. 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 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. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

ITEM 1876L3 (\$202)

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Graal Lakes Buelrees ferme, Inc. Form 3014 9/90 (page 4 of 6 pages)

ILEM 1819[4 (8505)

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Reinstate.

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a gainfal person)

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

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

declared to be severable.

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

15. Governing Law; Severability. This Security insurances shall be governed by federal law and the law of the in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Leader, when given as provided first class mail to Lender's address stated herein or any other address Lender designates by willer to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any porter to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. (It) notice shall be directed to the

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

prepayment charge under the Note.

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

13. Loan Charges. If the loan secured by this Security in rument is subject to a law which sets maximum loan

Borrower's consent.

forbear or make any accommodations with regard to the Security Instrument or the Note without that sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Instrument but does not execute the Note: (a) is to signing this Security Instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agree nears shall 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 to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this not be a waiver of or preclude the exercise of any right or remedy.

he sums secured by this Secure, and the sums secure and he sums secured by this Secure, he sums secured by this Secure, immediately before the taking. Any balance shall be properly immediately before the taking, unless Borrower and Lender otherwise agree in writing we secured immediately before the taking, unless Borrower, or if, after notice by Lender to Borrower that the condemnor offers to not uncountered or settle a claim for damages, Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Unless Lender and apply the proceeds, at its opinon, either to restonation or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, at y application of proceeds to principal shall not extend or the date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Lender the date the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

""" of the sums secured by this Security Instrument granted by Lender to any successor in interest Lender """

""" of the sums secured by this Security Instrument granted by Lender to any successor in interest Lender """

""" of the sums secured by this Security Instrument granted to refuse to extend time for payment or "" inability of the original Borrower or Borrower's successors in interest Lender ""

""" of the sums secured by this Security Instrument granted to refuse to extend time for payment or "" in the sums secured by the original payment or "" in the sums secured by the original payment or "" in the sums secured by the original payment or "" in the sums secured by the original payment or "" in the sums secured by the origi secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of cendemnation, are hereby

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PARCEL 1: UNIT NUMBER V IN 801 SOUTH PLYMOUTH COURT TOWNHOME CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS 1 AND 2 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 AND THAT PART OF VACATED SOUTH PLYMOUTH COURT LYING WEST OF AND ADJOINING LOT 1 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1 AFORESAID EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A-2' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26,826,101 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENT FOR PEDESTRIAN ACCESS AS CREATED BY THE OPERATING COVENANT RECORDED OCTOBER 18, 1983 AS DOCUMENT 26,826.098 AND AS CREATED BY DEED FROM LA SALLE NATIONAL DANK. A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 26, 1981 AND KNOWN AS TRUST NUMBER 104467 TO VICTOR J. HECKLER DATED FEBRUARY 20, 1985 AND RECORDED MARCH 6, 1985 AS DOCUMENT 27,464,841 IN COOK COUNTY, ILLINOIS.

PARCEL 3: UNIT NUMBER P363 IN 801 SOUTH PLYMOUTH COURT GARAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS 1 AND 2 IN BLOCK 1 IN DEARBORN PARK UNIT NO. 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEIS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 AND THAT PART OF VACATED SOUTH PLYMOUTH COURT LYING WEST OF AND ADJOINING LOT 1 IN BLOCK 1 IN DEARBORN PARK UNIT NO. 1 AFORESAID EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, 11, LINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A-2' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26,826,099 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST 19 THE COMMON ELEMENTS.

PARCEL 4: EASEMENT FOR VEHICULAR ACCESS AS CREATED BY THE OPERATING COVENANT RECORDED OCTOBER 18, 1983 AS DOCUMENT 26,826,098 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 26, 1981 AND KNOWN AS TRUST NUMBER 104467 TO VICTOR J. HECKLER DATED FEBRUARY 20, 1985 AND RECORDED MARCH 6, 1985 AS DOCUMENT 27,464,841 IN COOK COUNTY, ILLINOIS.

applicable faw 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 continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that 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 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances of 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 any Environmental Law. Substances that are generally recognized to be appropriate to normal residential uses and to member ance of the Property.

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

NON-UNIFORM COVENANTS. Borrower and Lender forther covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collera all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reascash is attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23, Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.



24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

	(¥49mas) €ЭЗ 2KOKIE BIAD: # 501' NOKIHBBOOK' IF €00€5 (Neme)					
	ARROW MORTGAGE CORPORATION,					
	This instrument was prepared by					
	My Consmission explication and the State of Italian Month of Figure 1010 T TUID T MOIT of Figure 1010 STATE OF ILLA MOIT OF ILLA MOITO THE STATE OF IL					
	Given under my hand and official seal, this Afth day of April , Ash of					
	forth					
	and delivered the said instrument as					
the foregoing instrument, appeared before me this day in person, and acknowledged that						
	, personally known to me to be the same remon(s) whose name(s)					
	to hereby conity that Added to Alach of Lath or Sheets and vision read of					
	I, UNDERSTORM and state, a Notary Public in and for said county and state,					
	STATE OF ILLINOIS, COOP County ss:					
	45.					
	(Scal) (S					
	(Scal)					
	ROBERT J. KATZ Bottower SHARON KATZ Bottower					
)	Wimeas: Wimeas:					
2	Security In. w. ment and in any rider(s) executed by Borrower and recorded with it.					
つ	BY SICNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this					
_	Other(s) (specify]					
	X Balloon Rider Second Home Rider Second Home Rider					
	Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider					
	Ad)ustable Rate Rider X Condominium Rider 1-4 Family Rider					



	CON	DOMIN	HUM RIDE	K	
and is incorporated in	of the same date given	to amend and su	8TH day of applement the Mortgage and (the "Borrower") to	APRIL, 1993 Deed of Trust or Security Decosecure Borrower's Note to	ed (the
ARROW MORTUNGS	CORPORAL TON,			(the "L	.ciuler")
	overing the Property de		ecurity Instrument and i	ucated at:	
		[Property	y Address]		
• •	a unit in, together with a MOUTH COURT	an undivided in	terest in the common ele	ements of, a condominium project	known
70		[Name of Cond	ominium Project]		
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Kolund	XM/	(Scal)	Africar 9x	- V	(Scal)
ROBERT J. KATZ		-Borrower (Seal)	SHARON KATZ	((Scal)
		-Horrower		-Bo	rrower

MULTISTATE CONDOMINIUM RIDER - Single Family - Famile Mae/Freddle Mac UNIFORM INSTRUMENT

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ITEM 1623L0 (9112)

9336184

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 28TH day of APRIL, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to ARROW MORTGAGE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 801 S. PLYMOUTH COURT, UNIT # V CHICAGO, IL 60605

[Proporty 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 RIGHT 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") with a new Maturity Date of MAY 1ST , 2023 and with an interest rate equal to the "New Note Rate" Liter mined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a fer der willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditions. 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 ard 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.

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-usy mendatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and 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 g'eate; 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 objects (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Mitturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date an Indivise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person epiesenting 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 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 effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the 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 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Boylover accepts and agrees to	the terms and covenants contained in this Balloon Rider.
ROBERT J. KATZ (Seal) -Borrower	SHARON KATZ (Scal) -Borrower
(Scal) -Borrower	(Scal) -Borrower

(Sign Original Only)

MULTISTATE BALLOON RIDER-Single Family-Fannie Mae Uniform Instrument
Form 65491.0 (9002)
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