RECORD AND RETURN TO: TEMPLE-INLAND MORTGAGE CORPORATION 2500 SOUTH HIGHLAND AVENUE, SUITE 110

LOMBARD. ILLINOIS 60148



LOAN # 910065

93371540

THIS MORTGAGE ("Security Instrument") is given on

April 26, 1993

. The mortgagor is

ED WINKELMANN and SUSAN WINNELMANN, HIS WIFE

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

TEMPLE-INLAND MORTGAGE CORPORATION

which is organized and existing under the laws of address is P. O. BOX 40, AUSTIN, TEXAS

THE STATE OF NEVADA

, and whose

One hundred forty thousand and NO/100

Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 140,000.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for (16) 1, 1998 monthly payments, 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 by the slote, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with intelest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following County, Illinois: described property located in

UNIT 1253-1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESSEPT-01 RECORDING \$37.5 IN THE COMMON ELEMENTS IN LAKEWOOD LIMITED CONDOMINIUM AS \$46666 TRAN 3175 05/18/93 08:25:00 DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS . \$6816 \$ \( \text{#} - \text{P3} - \text{37} \) DOCUMENT NUMBER 90-523736 AS AMENDED FROM TIME TO TIME . COOK COUNTY RECORDER LOCATED IN LOTS 21 AND 22 IN BLOCK 4 IN OLIVER SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #: 14-20-307,1001

which has the address of 60657 Illinois

1253 WEST EDDY, CHICAGO ("Property Address");

[Street, City],

17 in Code)

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

6R(IL) (9212)

Form 3014 9/90 Amended 5/91

VMP MORTGAGE FORMS (0.13/293/8100 - (800)521-7291



Page 1 of t

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action actions set forth above within 10 days of the giving of nonce.

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

и Востомет накез (везе раушены бисейу, Воггомет явай ргонирі) зисты по Lender receipts evidencing die раушеніз to the person owed payment. Borrower shall prompily furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the mainter provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly which may altain priority over this Security Instrument, and leaschold payments or ground rents, it any: Borrower shall pay

4. Chargest Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attribuable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Land 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts (ayable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

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the Property, shall apply any Funds held by Lander at the time of acquisition or sale as a credit against the sums secured by the Property is a country limit of the secure of the Secur Funds held by Lender, II, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale Chon payments, at Center 5 8:40 discretion.

Upon payment in full of all sums secured by this Security Instrument, Lencer shall promptly refund to Borrower any

twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrewer shall make up the deficiency in no more than and is not sufficient to pay the Esectow Rema when due, Lender may so nois! Borrower in writing, and, in such case Borrower for the excess Fands in accordance with the requirements to applicable by a H the amount of the Funds held by Lender at applicable business. If the Finds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are piedged as additional security for all sums secured by this Security instrument. without charge, an annual accounting of the Funds, showing eredits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, the Jeneral be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid. Lender shall at the required to pay Borrower any interest or carrange on the Funds. used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service serdying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such Escrow froms, Lender may not charge for over for holding and applying the Funds, annually analyzing the escrow account, or tincluding Lender, if Lender is such an restitution) or in any Federal Home Loan Bank. Lender shall upply the Funds to pay the

The Funds shall be held in a institution whose deposits are insured by a federal agency, instrumentality, or entity Eseron, Items or otherwise in accordance with applicable law.

Lender any estimate the armount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. If io, I ender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from trivic to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage long may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at a former, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the processions of paragraph 8, in licu of the payment of mortgage insurance premiums. These items are called "Escrow Items." it any, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rems on the Property, if any) (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments 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

2. Funds for Naxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the dehi evidenced by the Note and any prepayment and late charges due under the Note.

A. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the UMIFORM COVENAVIS. Borrower and Lender covenant and agree as follows:

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 limited and with defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to morgage. ". The profit of the foregoing is referred to in this Security Instrument as the "Property"

frames now or hereafter a part of the property. All replacements and additions shall also be covered by this Security FORFIRER WITH all the improvements now or hereafter erected on the property, and all easements, appuritonances, and

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

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

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

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

- 11. Borrower Not Released; Forbearance By Londer Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Son ower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or release to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co signers. The covenants and agreements of this 2.3 Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convoy that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not rersonally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges. and that law is finally interpreted so that the interest or other loan charges collected or to be collected by connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

Form 3014 8/80

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

date of disburiement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security Institutional. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the

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tos ob of sviid fon esob rebried 17 reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph melude paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying ply for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may proceeding in bankrupicy, probate, for condemnation or forfeiture or to enforce laws or regularizate, then Lender may do and this Security Institution, or there is a legal proceeding that may significantly affect Lend. Criebis in the Property (such as a

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in

leasehold and the fee title shall not merge unless Lender agrees to the nierger in writing leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the to, representations concerning Borrower's occupancy of the Property as a plancipal residence. If this Security Instrument is on a to provide Lender with any material informations in connection with the four evidenced by the Note, including, but not limited Borrower, during the loan application process, gave materially false or incertrate information or statements to Lender (or failed The first fight of the first state of the first mental of Lend of security interest. Borrower shall also be in default if that, in Lender's good faith determination, precludes forfeither of the Borrower's interest in the Property or other material cure such a default and reinstate, as provided in paragraph 18, by sausing the action or proceeding to be dismissed with a ruling Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property, allow the Property to deteriorate, or compile waste on the Property. Borrower shall be in default if any forfeiture extonuating erreunistances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless this Security Instrument and shall continue to recupy the Property as Borrower's principal residence for at least one year after Bottower shall occupy, establish, and Let the Property as Bottower's principal residence within sixty days after the execution of

6. Occupancy, Preservation, Ariginenance and Protection of the Property; Borrower's Loan Application; Leaseholds,

in acquirely prior to the acquisition damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

under paragraph 21 the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from postpone the due of the monthly payments referred to in paragraphs. Land 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

Lender may make proof of loss if not made promptly by Borrower. paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. shall have the right to hold the policies and renewals. It Lender requires, Borrower shall promptly give to Lender all receipts of

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender option, obtain coverage to profect Lender's rights in the Property in accordance with paragraph 7.

which shall not be unreasonably withheld. It Borrower fails to maintain coverage described above, Lender may, at Lender's that Lender requires. The insurance entrier providing the insurance shall be chosen by Borrower subject to Lender's approval Boods or Booding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by 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 v ithout 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 tale 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 c. permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances. Play are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any frigardous 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 processary, 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 is toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable of toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and rad oach ve materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

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

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

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6 of 6 Form 3014 9/90	T80S SOUTH WASHINGTON STREET	
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	WY COMMISSION EXPIRE OF ILLINOIS	
Notary Public	NOTATION S OF THE YRATON S	
WOOD HITTHE	My Commission Explicitly SEAL "	
. Egg. 10 yeb	Circen under my hand and official seal, this 264h	
ree and voluntary act, for the uses and purposes rectein set forth.	> 1 Th - Th > 1	
	sidi om storbed to the foregoing instrument, appeared before me this	
personally known to me to be the same person(s) whose name(s)	,	
MILE	that ED MINKELHANN AND SUSAN WINKELHANN, HIS	
a Motary Public in and for said county and date do hereby certify	·	
County se:	STATE OF ILLINOIS, A 20 COOK	
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(lis2) 13WinTroff-	(les2)	
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(Seal) Windschours (Seal)		
<i>[ 1 (1.00 C</i>	Witnesses	
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.		
he terms and covenants contained in this Security Instrument and	1 of 29-198 bits after-as revorted. WO 138 DMINGIP VA	
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	1 is a morning transfer of this Security Instrument as it	
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 each such rider shall be incorporated into and shall amend and supplement.		
aide deine andtanne habanne han animent ind hatimana and makin	24. Riders to this Security Instrument. If one or more	

### BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 26th day of April , 19 93 , 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

#### TEMPLE-INLAND MORTGAGE CORPORATION

(the "Lender")

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

#### 1253 WEST EDDY, CHICAGO, ILLINOIS 60657

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

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

#### 1. CONDITIONAL PIGHT TO REFINANCE

At the maturity case of the Note and Security Instrument (the "Maturity Date"), 1 will be able to obtain a new loan ("New Loan") with a new Maturity Date of **May 1**, 20 **23**, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, (a to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend not on 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 lie; against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument, or wexist; (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 const to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delver/commitment, plus one-half of one percentage point (0.5%), tounded 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 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 great; than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will cetermine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but amount interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly play and then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly play aemis. 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 and advise 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 representing the Note Holder will provide my payment to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above. I may exercise as 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 any 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 there 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, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

ED WINKELMANN (Seal)  -Borrower	Jusan Winkelmann (Seal) SUSAN WINKELMANN -Borrower
-Borrower	(Seal) -Borrower [Sign Original Only]

Property of Cook County Clerk's Office



LDAN # 910065

### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 26th 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

#### TEMPLE-INLAND MORTGAGE CORPORATION

(the "Lender")

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

#### 1253 WEST EUDY, CHICAGO, ILLINOIS 60657

[Property Address]

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

#### LAKEWOOD CONDOMINIUM

[Name of Condominum Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds titl, 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 Borrower'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 the 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 documents. 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 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 bazards 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 in aran e 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

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 payable 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.

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 CONDOMINIUM RIDER-Single Family-Fannia Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3140 9/90



Form 3140 9/90

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BY SIGNING BELOW, Borrower accepte and agrees to the terms and provisions contained in this. Condominium

Lender to Borrower requesting 50, ment.

them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Bortower secured by the Security Instrumen. Unless Bortower and Lender agree to other terms of payment, these amounts thall bean interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from

- maintained by the Cwners Association unacceptable to Lender.

  F. Remeolee If Borrower does not pay condominium dues and assessments when due, then Lender may pay
- Association: of any action which would have the effect of rendering the public liability insurance coverage
- benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners
- taking by condemnation or entinent domain;

  (ii) any amendment to any provision of the Constituent Documents if the provision is for the express
- termination required by law in the case of substantial destruction by fire or other casualty or in the case of a
- written consent, either partition or subdivide the P openty or consent to:

  (i) the abandonment or termination of the Condominium Project, except for abandonment or
- provided in Uniform Covenant 10.

  E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior

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 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