94578124

MORTGAGE

June 30, 1994 LAPPING, HUSBAND & WIFE THIS MORTGAGE
The mortgagor is ... F. JUII("Borrower"). This Security Instrument is given to,which is organized and existing RICO IL 60647 and whose address is Borrower owes Lender the principal sum of THREE HUNDRED FIFTY THOUSAND AND NO/100--......This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of ine Note;(b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and co the performance of Borrower's covenants and agreements under this Security Instrument of Contraction of the Contraction of Contraction of

Tax Id: 04-15-200-011

SEE ATTACHED LEGAL DESCRIPTION

T+6666 TRAN 1335-07/01/94 10:33:00 49851 1 C 3-74-57812 COOK COUNTY RECORDER

which has the address of 1521 VOLTZ ROAD NORTHBROOK

Illinois 60062 ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT DSM750IL MTG.3014.1 Page 1 of 4

FORM 3014 9/90 Mynorca, Inc. FormGen

Loan #: 294160

N940984 /E116774 @

UNIFORM COVENANTS. Brove and Lender collegant and Agree as to lows:

1. PAYMENT OF PRINC PAI AND LITTED IT: PREPAY SENT NOT LITE; CHARGES. Forrower 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 ilen on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximumum amount a lender for a federally related mortgage losur may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. a 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this ioan, 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 piedged as additional security for all sums secured by this Security Instrument.

If the Funds heid by Lerider exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess. Funds in accounting with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Es roy items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to nalle up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sures secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal oue; and last, to any late charges due under the Note.

4. CHARGES; LIENS. Borrower shall priy all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Institute, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it in a paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices 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 are ptable 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 satisfactor, to ender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which her 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.

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 coverare" 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 falls to maintain coverage described above, Lender may, at Londer'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 funder all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrie, 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 restriction 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 critical 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 Borrower 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: Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the LEASEHOLDS. 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 good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Boπower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security instrument or Lender's 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 falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. PROTECTION OF LEND FE FRAIS I THE PROTERTY. If Borrover, is is perporn the covenants and agreements contained in this Security Insurance, or here is a legal projecting that may significantly a ject Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by 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 disburse-

ment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

a. 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 tapsed 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 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 suins secured by this Security instrument, whether or not then due, with any expense 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, unless Borrower and Lender otherwise agree in writing, 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 maltiplied by the following fraction:(a) the total amount of the sums secured 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 Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrowe, or i., 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. Lender is authorized to collect and apply the 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 agree in writ., any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 end 2 or change the amount of such payments.

- 11. BORROWER NOT RELEASED; FORBEARANCE BY LE DEF NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument printed by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrow it's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made up the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIAB LTV; CO-SIGNERS. The covenants and agreements of this Security instrument shall blind and benefit the successors and assigns of Lervier and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the fundament of this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make Ln's accompdations 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 lary which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to 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 addless or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lenders 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.
- 17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender If exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. BORROWER'S RIGHT TO REINSTATE. If Borrower 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 judgement 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 he stims secured by this Security is strained the continue of managed. Upon reinstatement by Borrower, this Security instrument and the continue there is shall roughly effective as it is accounted. However, this right to reinstate shall not apply in the case of accounted to account the case of accounted to the case

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.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any 20. HAZARDOUS SUBSTANCES. Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written 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 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 federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFO'(N) 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 (e) 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 Borro and 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 the leration of the sums secured by this Security (natrument, foreclosure by judicial proceeding and sale of the Property. The notice shart rither inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-exitue ce of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date spe and in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further decand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing in remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' tees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

22. RELEASE. Upon payment of all sums seculed by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any rec indation costs.

23. WAIVERS OF HOMESTEAD. Borrower valves 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 the burning into another shall be incorporated. Into and shall amend and supplement the covenants and agreements of this Security Instrument as a the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Condeminism Ridge

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Graduated Payment Rider	☐ Planned Unit Develop	ment Rider	Blweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Ric	ier	
□ V.A. Rider	XX Other(s) [specify] ne		7P
BY SIGNING BELOW, Borrower accepts rider(s) executed by Borrower and recorded will the borrower has received a true copy of	and agrees to the terms and of th it. this Mortgage without charge	enants contained in the	ls Security instrument and in any
PAUL D. LAPPING	(Seal)		(Seal) -Borrower
Saura I. Lappino		10/4/	(Seal)
LAURA J//LAPPING	-Borrower		-Borrower
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STATE OF ILLINOIS)	(Space dolow This time For Ac.	mowieogeniant)	Ux.
STATE OF ILLEADING	60)		///
COUNTY OF COOK	\$8;		10-
ithe undersigned	a Notary Public	in and for said county	and state, to hereby certify that
Paul D. Lapping And Laura J. personally known to me to be the same person	LappingHusband.& n(s) whose name(s) subscribed	to the foregoing instrum	ent, appeared before me this day
In person, and acknowledged that and	heysigned and delineshe they)	vered the said instrumen	t astheir (his,her,their)
free and voluntary act, for the uses and purpos			<i>(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>
Given under my hand and official set	al, this30th day of	June	18.94
My Commission Expires:	mile Pol SE	AL)	OFFICIAL SEAL Michael Bench Notary Public, State of Illingis

This instrument was prepared by and should be mailed to Banco Popular, Attn: WHOLESALE BRANCH, 2525 N. Kedzie, Chicago, IL 60647

My Commission Expires 3/22/97

To a di Consilha Distan

SCHEDULE A

PARCEL 1:

LOT 39 IN PARK PLACE ESTATES OF NORTHBROOK, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED MAY 14, 1993 AS DOCUMENT NUMBER 93366641, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR PARK PLACE ESTATES OF NORTHBROOK DATED - AND RECORDED MAY 17 1993 AS DOCUMENT NUMBER 93366707, MADE BY PARK PLACE ESTATES OF NORTHBROOK LIMITED PARTNERSHIP OVER THE FOLLOWING DESCRIBED LAND:

LOTS 45 AND 46 (ALSO KNOWN AS OUTLOTS C AND D) IN PARK PLACE ESTATES OF NORTHBROOK SUBDIVISION; BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE B2 VEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS TO AND FROM THE EMERGENCY FIRE LANE EASEMENT AS CREATED BY DECLARATION OF EASEMENT DATED MAY 14, 1993 AND RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93366643 OVER, ACROSS THE FOLLOWING DESCRIZED PROPERTY:

A 20.0 FOOT STRIP OF LAND IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15 WITH THE SOUTH LINE OF THE NORTH 5 CHAINS OF SAID NORTHEAST 1/4 OF SECTION 15; THENCE SOUTH 88 DEGREES 59 MINUTES 39 SECONDS CAST ALONG THE LAST SAID SOUTH LINE 19.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 59 MINUTES 39 SECONDS EAST ALONG THE LAST SAID SOUTH LINE 20.79 FEET: THENCE SOUTHEASTERLY 436.29 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 630.00 FEET (THE CHORD OF SAID ARC BEARING SOUTH 34 DEGREES 53 MINUTES 30 SECONDS EAST 427.63 FEET); THENCE SOUTH 54 DEGREES 43 MINUTES 52 SECONDS EAST TANGENT TO THE LAST SAID CURVE 119.81 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY 153.56 FEET ALONG THE ARC OF A CURVE CONVEX NORTHEASTERLY WITH A RADIUS OF 410.00 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF SAID ARC BEARING SOUTH 44 DEGREES 00 MINUTES 05 SECONDS EAST 152.66 FEET); THENCE SOUTHEASTERLY 391.38 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY, TANGENT TO THE LAST SAID CURVE WITH A RADIUS OF 850.00 FEET (THE CHORD OF SAID ARC BEARING SOUTH 46 DEGREES 27 MINUTES 45 SECONDS EAST 387.93 FEET); THENCE SOUTH 33 DEGREES 21 MINUTES 51 SECONDS WEST 20.03 FEET; THENCE NORTHWESTERLY 399.54 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 870,00 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF SAID ARC BEARING NORTH 46 DEGREES 25 MINUTES 40 SECONDS WEST 396.03 FEET); THENCE NORTHWESTERLY 146.07 FEET ALONG THE ARC OF A CURVE CONVEX NORTHEASTERLY, TANGENT TO THE LAST SAID CURVE WITH A RADIUS OF 390.00 FEET (THE CHORD OF SAID ARC BEARING NORTH 44 DEGREES 00 MINUTES 05 SECONDS WEST 145.22 FEET); THENCE NORTH 54 DEGREES 43 MINUTES 52 SECONDS WEST TANGENT TO THE LAST SAID CURVE 1149.81 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 455.89 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY. TANGENT TO THE LAST SAID LINE WITH A RADIUS OF 650,00 FEET (THE CHORD OF SAID ARC BEARING NORTH 34 DEGREES 38 MINUTES 18 SECONDS WEST 446.61 FEET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office

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BANCO POPULAR Chicago

BANCO POPULAR DE PUERTO RICO 2525 North Kedzle Avenue Chicago, Illinois 60647 Tel. (312)772-0010

RIDER TO MORTGAGE

If the mortgage and mortgage note are not paid when due by maturity, acceleration or otherwise, the interest rate indicated herein shall increase by 3% per annum, provided however, that the interest rate shall in no event be increased beyond the maximum rate of interest allowed by law.

Paul D. Lapping

///auna j.//appa aura J. Lapping

TOPT'S OFFICE