TEAR 4705 06/16/93 16:09:00 姓…分词一名西印象罗沙 19C/CMD11L/\0481/3014(8-80)-L THEINOIS-SINGLE FAMILY-FUMA/FHLMC UNIFORM INSTRUMENT FORM 3014 9/90 encumbrances of record. BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conver ed and has the right to mondage, grant and convey the Property and that the Property is unencumbered, except to and has the right to secret. Borrower warrants and will defend generally the title to the Property against all claims and dentends, subject to any TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." [Sip Code] ("Property Address"); 50009 (feeta) 833 SOUTH DWYER which has the address of STRUCTON HEIGHTS 204 Co. COOK COUNTY RECORDER ZS69Z6-Z6-* T\$8888 TRAN 4778 12/09/92 12:37:00 DEPT-01 RECORDINGS 8901-190-102-12-50 BEING RE RECORDED TO CORRECT THE ATORESS ON BALOON RIDER 25692636 LEGAL DESCRIPTION ATTACHES HERETO AND MADE A PART HEREDF Fender the following described proparty located in cook under this Security instrument at a the Mote. For this purpose, Borrower does hereby mortgage, grant and convey to extensions and modification: 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 covenants and agreements Haparville, 1L ("repuer") which is organized and existing under the laws of the state of and whose address is an illinofa Corporation This Security instrument is given to Atumn is Nortange ("Borrower"). егіхьветн мізсненко, нечев веєн THIS MORTGAGE ("Security Instrument") is given on Movember of al hogaghorn edT. MORTGAGE -{stad gnibtoseR to onij sint evodA essq2}-**мте вегие ке-кесондер то ве кесондер ги зедпеисе** LOAM NO. 7661070 8598636 £6609425 **\$6609\$6**6 940458E? OT JIAM DI 被Subsection 经

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UNIT NO. 833-B IN CHURCH CREEK CONDOMINIUM AS DELINEATED OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION CONCOMINIUM OWNERSHIP MADE BY CENTRAL NATIONAL CHICAGO, AS TRUSTEE UNDER TRUST NO. 23136 AND RECORDED IN THE COOK COUNTY. OF THE RECORDER OF DEEDS OF ILLINOIS, ON OCTOBER 30, 1978 AS DOCUMENT NO. 24693161 AND AS SET FORTH IN THE **AMENDMENTS** THERETO, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALLOCATED TO SAID UNIT AS SET IN SAID DECLARATION FORTH AS AMENDED FROM TIME TO TIME WITH ADDED COMMON TOGETHER ELEMENTS ADDED BY EACH AMENDMENT TO DECLARATION AS SUCH AMENDMENTS ARE RECORDED, IN THE PERCENTAGES SET FROTH IN SUCH AMENDMENTS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDMENTS AS THOUGH CONVEYED HEREBY.

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- .1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may 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. § 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 velliving 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, ax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

- 3. Application of Payments. Unless applicable law provides otherwise, all 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 due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and it asshall payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments cirectly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 d tys of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or parcafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Corrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage obscribed above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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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 clairn, 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 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. Occuparty, 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 occup, 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 unreasonal by withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy or impair the Property allow the Property to deteriorate, or commit waste on the Property. Borrower shall be incleased if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment or did result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material Impairment of the lien created by this Security Instrument or Lender's security Interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially felder 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 Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in 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 attempsys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph. 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 turms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer per required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the promiums 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.

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- 9. Inspection. Lender of its agent may make reasonable entries upon and inspections of the Property. Lender shall give Barrower 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 multipiled 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 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 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, 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 Lenr'er and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dete of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not 3 leased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortication of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not borrowine to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not borrowine to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise rucdify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns E or r 3, Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenents 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 sums securer; by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or riske any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consumt.
- 13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets meximum 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 by choose to make this refund by reducing the principal owed under the Note or by making a direct payment to do rower. 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 metriod. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mall 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.
- 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 of a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3014(9-90)-L PAGE 4 OF 6 FORM 3014 9/90

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mary than there is

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 malled 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 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 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 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 ritten 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, rolatife 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-UNIFORM COVENANTS. Borrower and Lender fulther covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Burrower 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.

FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTiL//0491/3014(9-90)-L PAGE 5 OF 6

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☐ Adjustable Rate Rider☐ Graduated Payment Rider☐ Balloon Rider☐ Other(s) [specify]	Condominium RiderPlanned Unit Development RiderRate Improvement Rider	 14 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower accepts a instrument and in any rider(s) executed by Bor	nd agrees to the terms and covenants or rower and recorded with it.	contained in this Security
Witnesses:		
	Eingholh r	Mischarls (Seal)
	ELIZABETH MISCH	ENKO -Boirower
	Social Security Number	339.84.4303
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Social Security Number		
[Space	Below This Line For Acknowledgment]	
STATE OF ILLINOIS, DUPAGE	• • • • • • • • • • • • • • • • • • • •	County ss:
I, THE UNDERSIGNED that ELIZABETH MISCHENKO, NEVE	, a Notary Public In and for said co	unty and state do hereby certify
personally known to me to be the same person before me this day in person, and acknowledg his / her free and voluntary act, for the uses Given under my hand and official seal, this	and purposes therein set forth.	pregoing instrument, appeared red the said instrument as
My Commission expires: 10 15 4	Notary Public	~~~
This instrument was prepared by: Lisa sc	NOTARY PUBLIC	AL SEAL " KULAS STATE OF ILLINGS EXPIRES 10/15/14
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LOAN NO. 7661070

CONDOMINIUM RIDER

16th day of November, THIS CONDOMINIUM RIDER is made this 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 Alumni Hortgage Services, Inc., an Illinois Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located

833 SOUTH DWYER AVENUE #B, ARLINGTON HEIGHTS, IL 60005 [Property Address]

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

CHURCH CREEK CONDOMINIUM

(Name of Condominium Project)

(the "Condomin'um Project"). If the owners association or other entity which acts for the Condominium Project (the "Owner", Association") holds title to property for the benefit or use of its members or shareholders, the Fronerty 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 Occuments. 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 Couners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included with in the term "extended coverage," then:

 (I) Lender walves 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 provided by the Owners Association

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 that 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 accured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability insurance. Borrower shall take such actions as mry be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in fleu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums sectional by the Security Instrument as provided in Uniform Covenant 10.

MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CRID**//0392/3140(09-90)-L PAGE 1 OF 2

Revised 8/91

Revised 8/91 FORM 3140 9/80

ISC\CFID**/\0392/3140(09-90]-L PAGE 2 OF 2 MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY-FUMA/FHLMC UNIFORM INSTRUMENT

SINGLE OF COUNTY CIEPTS 16WO'1108 (leos) (1898)

Control Inlum Alder.

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beat interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners

(ii) any amendment to any provision of the Constituent Documents if the provision is for the

taking by condemnation or eminent domain;

termination required by law in the case of substantial destruction by fire or other casualty or in the case of a (l) the abandonment or termination of the Condominium Project, except for abandonment or

written consent, either partition or subdivide the Property or consent to:

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

LOAN NO, 7661070

Property of Coot County Clark's Office

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EFIXVREAH HIZCHERKO (Real)

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

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but not limited to the cost of updating the title insurance policy.

\$250 processing fee and the costs associated with the exercise of the Conditional Modification and Extension Option, including complete the required Note Rate modification and Note Maturity Date extension. I understand the Note Holder will charge me a Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to property lien status. Before the Note Maturity Date the Note Holder will advise me of the new interest are (the will then have 30 enlendar days to provide the Mote Holder with acceptable proof of my required 5 vorability, occupancy and 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 calculate the fixed Modified Note Rate based upon the Federal Home Loan Morgage Corporation's aprlicable published required Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Mattery Date. The Note Holder will the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Dynotifying the Note representing the Note Holder that I must notify in order to exercise the Conditional Modification and Extension Option. If I meet met. The Note Holder will provide my payment record information, together with the nare, title and address of the person will advise me that I may exercise the Conditional Modification and Extension Option it the conditions in Section 2 above are principal, accrued but unpaid interest, and all other sums I am expected to owe on me Note Maturity Date. The Mote Holder also The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the

S. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OFFION

result of this calculation will be the new amount of my principal and interest payment every month until the Mote is fully paid. as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal monthly payments. The i will owe under the Note and Security Instrument on the Note Maturity Orde (assuming my monthly payments then are current, 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 principy, thus (b) accrued but unpaid interest, plus (c) all other sums

Provided the Modified Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note 4. CALCULATING THE NEW PAYMENT AMOUNT

Rate by using comparable information.

Medification and Extension Option. It this required not yeld is not available, the Mote Holder will determine the Medified Mote rounded to the nearest one-elghth of one perce it (0.125%) (the "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and thme of dry that I notify the Note Holder of my election to exercise the Conditional yield for 30-year fixed rate morigages subject to . 60-day mandatory delivery commitment, plus one-half of one percent (0.5%). The Modified Note Rate will be a fixed, ate of interest equal to the Federal Home Loun Mortgage Corporation's required net

3. CALCULATING THE MODIFIED NOTE LATE

points above the Note Rate; and (5) I mut make a written request to the Note Holder as provided in Section 5 below. and payable) arising after the Security Instrument was recorded; (4) the Modified More Rate cannot be more than 5 percentinge against the Property, or other gavere matters affecting title to the Property (except for taxes and special assessments not yet due scheduled monthly payment, immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances (the "Property"); (2) I must begurent in my monthly payments and cannot have been more than 30 days late on any of the 12 Maturity Date, These lond tions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument If I want to exercise the Conditional Modification and Extension Option, certain conditions must be met as of the Note

7' CONDILIONS LO OSLION

will have to reply the Note from my own resources or find a lender willing to lend me the money to repay the Note. under no obl artion to refinance the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are At the maturity date of the Mole and Security Instrument (the "Note Maturity Date"), I will be able to extend the Mole to DECEMBER 1, 2022 , (the "Extended Maturity Date") and modify the Note Rate to the Maturity Date to

I' CONDILIONVE MODIEICVLION VND EXLERÎSION OE FOVN LEBMS

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

and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

833 SOUTH DWYER AVENUE, #13, ARLINGTON HELGHTS, IL 60005
The interest rate stated on the Voic is called the "Note Rate." The date of the Note is called the "Note is c

bened at: 1300 IROQUOIS DRIVE SUITE 245 NAPERVILLE, ILLINOIS 60563

(the "Lender") of the same date and covering the property described in the Security Instrument and

given by the undersigned (the "Burrower") to secure the Borrower's Note to ALUMNI MORTGAGE SERVICES, INC. deented to amend and supplement the Morigage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date дих от ИОУЕМВЕЯ THIS BALLOON RIDER is made this 16TH and list and omi bound on is in but be 76 61

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