PREPARED BY: ALEXANDRI'A BAZBETTI WREATON, IL 60187

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COOK COUNTY, ILL INDIS FILED FOR ATTOMS

RECORD AND RETURN TO:

NBD MORTGAGE COMPANY 2000 S NAPERVILLE RD WHEATON, IL 60187

1994 JAN 26 AM 8: 56

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MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on JANUARY 19, 1994 WILLIAM W ANTHONY AND CAROLYN A ANTHONY HUBBAND AND WIFK

. The mortengor is

9353 KOLMAR, RKOKIE, IL 60076 ("Horrower"). This Security Instrument is given to

NDD MORTONGE COMPANY.

which is organized and existing under the laws of THE OTATE OF DELAWARE

, and Whose

address is 900 TOWER DRIVE, TROY, MI 400MB

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

ONE HUNDRED FIFTY FIVE THOUDAND FOUR HUNDRED AND 00/100

155, 400, 00). This debt is evidenced by Borrower's taste dated the same date us this Security Instrument ("Note"), which provides for monthly payments, with the full debt, it any paid earlier, due and payable on FEBRUARY 01, 2009 . This Security Instrument seemes to Legicity (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications 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 under this Security Instrument and the Note. For this purpose. Borrower does hereby mortgage, grant and convey to Leader the following described property located in VILLAGE OF BROKIE, COOK County, Illinois:

LOT 34 AND THE NORTH US FRET OF LOT 35 IN BLOCK 2 IN ROTH AND GORDON'S TENNINAL SUMPLYISION BEING A SUMPLYISION OF PART OF LOT 3 IN BRUSTER AND KRUGKRIA SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE WEST 20 ACRES OF THE RAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, KANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOTS

PIN # 10-18-127-070

KNOWN AS 9252 KOLMAR, SKOKIE, IL

which has the address of 9252 KOLMAR, SKOKIE Himois 60076 ("Property Address");

(Street, Cayl.

(Zip Code)

BLUNDIS Single Landy Famile Man/Finddie Mae UNIFORM INSTRUMENT (SDE) (11) 840 (CD)

VMP MONITORICK CONNESS (1) FRANCIS SON STORY SHOOT TRANSPORTED AND ADDRESS OF THE PROPERTY OF

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Form 3014 9790 Amended 6/91 Intiale. (1985)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 make 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 infisdiction 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 fielder. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (1.1 miles) for tail yearly laxes and assessments which may attain priority over this Security Instrument as a herion the Property, (b) yearly leasehold payments or ground rems on the Property, if any; (c) yearly hazard or property insurance premiums, of any, and (i) any sums payable by Borrower to Lender, an accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items of called "Escrow Items." Lender may, at any time, collect and hold Lunds in an amount not to exceed the maximum amount a lender for a federally telated mortgage foan may require for Horrower's escrow account under the federal Real Estate Scitlement Procedures Act of 1974 as amended from time to time, 1,2 t. 5 t. Section 2001 of sory ("RESPA"), unless another law that applies to the bunds sets a lesser amount. It so, I ender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Lunds due on the basis of current data and reasonable estimates of expenditures of future 1 serow literactor otherwise in accordance with applicable law.

The bunds shall be held in an institution whose deposits are insured by a testeral apency, instrumentality, or entity tinchiding Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Lunds to pay the Escrow Items. Lender may not charge that ower for helding and applying the Lunds, annually analyzing the escrow account, or verifying the Escrow Items, nine of ender pays. Borrower interest on the Lunds and applicable law permits Lender to make such a charge. However, therefore may require Borrower to pay a concurrence charge for an independent real estate tax reporting service used by Lender inconnection with the boar, independent by applicable law provides otherwise. Unless an apreciment is made or applicable law courses interest to be paid, i ender shall not be required to pay Horrower any interest or cautilities on the bunds. Borrower and Lender may agree in writing, however, that mit rest shall be paid on the bunds. Unless shall give to Borrower, without except, an annual accounting of the Lunds, showing credits and debits to the bunds and the purpose for which each debit to the Lunds was made. He Lunds are pledged as additional security for all sums secured by this Security Instrument.

If the bunds held by Lender exceed the amounts permitted to be held by apply able have Lender shall account to Borrower for the excess bunds in accordance with the requirements of apply able has Bithe amounts is the Lunds held by Lender at any time is not sufficient to pay the Escrow Reins when due, Lender may so notify 16 to wer in wrating, and, in such case Borrower shall pay to Lender the amount necessary to make up the detreioney. Its prower shall make up the delicitors in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Remover any Funds held by Lender. It, under paragraph 24, Lender shall acquire or self the Property, Lender paragraph any bunds held by Lender at the time of acquirement sale as a credit against the sums secured by this Security Instrument.

A Application of Payments. Unless applicable law provides otherwise, all payments seeing a by Lender under paragraphs. Unid-2 shall be applied: first, to any prepayment charges due under the Nete, second, to concounts payable under paragraph 2; third, to interest due; fourth, to principal due; and hest, to any late charges due under the Note.

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground reads, it any Borrower shall pay these obligations in the manner provided to paragraph 2, or it not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall prompily turned to 1 ender all prompily turned amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall prompily turned to Lender teccipts evidencing the payments.

Borrower shall promptly discharge any firm which has priority over this Security Instrument unless Borrower can aprees in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender, divergness in good faith the lien by, or defends against enforcement of the hen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the hen, or ter 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 fien which may attain priority over this Security Instrument, Lender may give Borrower a nonce identifying the hen-Botrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of nonce

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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 deverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage chase. 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 Proporty 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 (ac) offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and 6 rrower 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 2 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 same.

secured by this Security Instrument inspediately prior to the acquisition.

 Occupancy, Preservation, Medicinance 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 II strument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of becupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless e tenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Experty, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture retion or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. For ower 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 failed to provide Lender with any material information) in connection with the lean evidenced by the Note, including, but not fimited to, representations concerning Borrower's occupancy of the Property is a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, 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 Troperty 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 Troperty 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 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 insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lendar each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required,

Form 3014 9/90 Initials CAAA

at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer applicated 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 4 coder 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 livit of condemnation, are bestly

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 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 the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the exent 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, onless Borrower and Lender otherwise agree in writing or unless applicable law offer vise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are fact due.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnot offers to make an award or settle a claim for damages. Borrower tails to respond to Eender within 30 days after the date the notice is given, Lender is authorized to coffeel and apply the proceeds, at its option, either to restoration or repair of the Property

or to the sums secured by this Security 10 strament, whether or not then due.

Unless Lender and Borrower otherwise gatee 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 Lender Not a Waiver. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument pranted by Lender to any successor in interest of Borrower's successors nemicrosic Lender shall not be required to commence proceedings against any successor in interest or teluse 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 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 Limbity; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Bottower, subject to the provisions of paragraph 17. Botrower's covenants and agreements shall be joint and several. Any Dotrower who consigns this Security Instrument but does not execute the Note. (a) is consigning this Security Instrument only to mortgage, grant and convey that Botrower's interest in the Property under the terms of this Security Instrument, do not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Security this Security Instrument or the

Note without that Borrower's consent.

13. Lonn 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 in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be refaced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Bern user which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing perprincipal 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 milling 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 Fender. Any notice to Fender shall be given by first class mail to Lender's address stated herein or any other address Fender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Fender when given as

provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be poverned by rederal law and the law of the jurisdiction in which the Property is located. In the event that any—provision or chaise of this Security Instrument of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Sofe 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.

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16. Horrower'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 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' less; 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 stans secured by this Security Instrument shall continue onehanged. Upon reinstatement by Borrower, this Security Extrument 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 neceleration 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 co legts 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 a tiec of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address or 'me 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 flazardous 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 Huzardous 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 flar mable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formuldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and award 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 ander 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 be 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 9/110

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this Security Instrument, io. cover supplement the covenants and a	greements of this Security Instri	h rider shall be incorporated into	rand shall amend and
Instrument. [Check applicable For Adjustable Rate Rider Graduated Payment Ride Balloon Rider V.A. Rider	Condominism Rid Planned Unit Deve Rate Improvement Other(s) [specify]	et 1-4 Family Plopment Rider Biweckly P Rider Second Hot MULTISTATE AGREEMENT AN	D RIDER
BY SIGNING BELOW, B	orrower accepts and agrees to t	CONSTRUCTION/PERMANENT 1 the terms and covenants contains	
Instrument and in any rider(s) exe Witnesses		with it.	(Scal) Borowc
		ROLYH A ANTHONY	(Scal) Ronower
,	(Scal) Borrower		(Scal) Penewer
STATE OF ILLINOIS,	147 K	County 88:	0
I, FOREDME For	CINA YNC	ry Public in and for said county	, and state do hereby
name(s) subscribed to the foregoin hey signed and delivered to therein set forth. Given under my hand and off	ig instrument, appeared before mother said instrument as $-f/c \approx c_0$	Tree and voluntary act, for the	ladged that in uses and purposes.
My Commission Expires.	reial scal, this 19TH	MARCHIC A Property Public	
This instrument was prepared by:	ALEXANDRIA ZAZZETTI	Ţ	Form 3014 979 :



Multistate Agreement And Rider -Construction/Permanent Loan Program

72 395 16

THIS AGREEMENT AND RIDER TO SECURITY INSTRUMENT AND NOTE (the "Agreement") is made this 19th day of JANUARY , 19 94 , and is incorporated into and shall be deemed to amend and supplement the Note and 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 (the "Note") to NBD MORTGAGE COMPANY (the "Lender") of the same date and covering the Property described in the Security Instrument to which this Agreement is attached.

NOTICE

Pursuant to the Loan Agreement the Lender may make or contemplates making advances from time to time secured by the Property described in the Security distrument.

This Agreement shall be deemed by the of no further force and effect on **NOVEMBER 61**, 19 94, (the "end of the construction period"), unless ratio thereto the Lender either (i) files a lis pendens in an action to forcelose the Security Instrument, (ii) publishes a notice of forcelosure by advertisement where allowed by law, or (iii) extends the end of the construction period by atting one or more notices (or affidavits) of record in the public records where the Security Instrument is recorded stating that this Agreement remains in effect and stating therein a new end of the construction period, after which this Agreement shall no longer be deemed of any force and effect. It is understood and agreed that Lender may unilaterally extend the end of the construction period on one or more occasions without the joinder or consent of the Borrower.

If the end of the construction period is extended as hereinable, e provided the Borrower shall begin making the principal and interest payments required by the Note (or a modified Note if applicable), unless Lender and Borrower otherwise agree in writing, which writing shall be in the form of a Security Instrument and Note Modification Agreement which shall be recorded in the public records where the Security Instrument is recorded prior to the end of the construction period.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provinces contained in this Agreement.

buildand of Office	(Scal) 940
WILLIAM W ANTHONY BOHOWER	3818
CAROLYN A ANTHONY BOSTOWES	(Scal)
Borrower	(Seal)
Rorrower	(Scal)

NBD 5335-C Rev. 8/88

Property of Cook County Clerk's Office