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#### **UNOFFICIAL COPY**

Loan No. 3640065563 Prepared By CITICORP MORTGAGE, INC., DOC COLLECTIONS PO BOX 790021, ST LOUIS, MO 63179-0021

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\_\_(Space Above This Line For Recording Data) MORTGAGE THIS MORTGAGE (Security International International Parties 27th, 1994
The mongagor is RONALD M MCCHIZUKI AND SHELLY THALPER, AS JOINT TENANTS CITICORD MORTGAGE, INC.
THE STATE OF DOLLMAR MISSOURI 63141
12855 NORTH OUTER 40 DRIVE ST. LOUIS, MISSOURI 63141 Borrower owes Lender the principal sum of Two Hundred Thirty Fb & Thousand and 00/100 ("Note"), which provides for boundity payments, with the full debt, if not paid earlier, due and payable on february 1st, 2009 This Security Institutent set are to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Institutent, and (c) the oer ormance of flortower's coverants and agreements under this Security Institutent and the Note. For this purpose, Borrower does hereby mor (a) a great and convey to Lander the following described property located in

County, II

LOT 68 IN BLOCK 19 IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE, SECTION 6, TOWNSHIP 38 WORTH, MANGE 12 AND SECTIONS 31 AND 32, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIHOIS

18-06-205-004

which has the address of

County Cla

WESTERN SPRINGS

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TOGETHER WITH all the improvements now or hereafter erected on the projectly, and all easements, approximances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Institution. All of the foregoing is referred to in this Security Institution at the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate beisby conveyed and has the right to miniting, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrant, 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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Bostower shall promptly pay when due the principal of and interest on the debi evidenced by the Note and any prepayment and fate 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 actain priority over this Security Instrument as a ben on the Property, (b) yearly leasehold payments or ground rens 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 R, in heu of the payment of mortgage insurance premiums. These items are called "Excrow items" Lender may, at any time, collect and hold Funds in an amount not to exceed the maxim in amount a lender for a federally related mortgage from may require for Borrower's excrow according inder the federal Real Forder Settlem and Procedures Act of 1974 as amended from time to time, 12 U.N.C. Section 2601 et seq. ("RESPA") unless an 3er faw 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 fever amount. I ender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expendances of future. Excrow hems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a tederal agency, institutionality, or entity or cluding Unider if Lender is such an inscitutions or in any Federal flome Loan Bank. Lender stuff apply the Funds to pay the Forew froms. Fender may not charge Bottower for holding and applying the Funds, annually, malying the excrew account, or verifying the fixer wittens, unless Lender pays Bottower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require flortower to pay a one-time charge for an independent real esiste tax 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 Bottower any interest or earnings on the Funds. Botrower and Lender may agree in writing, however, that interest shall be paid on the

-Single Family -Fannle Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form - G000022 (7/20/92)

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Finns Lender shall give to Bot ower, bedied charge an initial a counting of the Lunds showing could hald be just to the Funds and the purpose for which each debit to the runds of the Finns have the hald find a security for all sums accurated by this Security lastrament

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to flortower for the excess bunds 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 Piscow Items when due, Lender may so nonly Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary in make up the deliciency. Borrower shall make up the deficiency in no more than (welve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Horiower any Funds held by Lender. H, under paragraph 21, Lender shall acquire or self 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 Feixier under paragraphs F 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. Dorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Secondy Instrument, and leasehold payments or ground reads, if any. Horrower 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 directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Horrower shall promptly docharge any hen which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender, (b) contests in good faith the hen by, or detends against enforcement of the hen in, legal proceedings which in the Lender's opinion operate to preven the enforcement of the hen, or (c) secores from the holder of the hen an agreement sanstactory to Lender subordinating the hen to this Security Instrument. It Lender determines that any part of the Property is subject to a hen which may attain priority over this Security Instrument, Lender may give Borrower's notice identifying the her. Borrower she causify the hen or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Preperty Insurance. Horrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by tire, ha any other hazards, including floods or Browling, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The maintained in the amounts and for the periods that Lender. The maintained satisfied providing the insurance class, 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 remains shall be acceptable to Lender and shall notifie a standard mortgage clause. Lender shall have the right to hold the policies and renewalty. If Lender requires, florrower 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 that make proof of loss if not made promptly by Horrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if this resonation or repair is economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security fixtrament, whether or not then due, with any excess and "Borrower. If Borrower abandons the Property, or does not answer whim Borrower and encorage from Lender that the insurance entirer has offered to seillo a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of pay sums secured by this Security Instrument, whether or not then the Borrower. The

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or posipone the due date of the monthly payments referred to in paragraphs 1 and 2 or sounce the involution 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 Lander to the extent of the sums secured by this Security Invitation in immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leateholds.

  Bottower shall occupy, establish, and use the Property as Borrower's protected residence to a cleast one year after the execution of this Security Institution and shall continue to occupy the Property as Borrower's protected residence to a cleast one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extending circumstances exist which are beyond formover'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 of any forfeiture action or proceeding, whiche coal or criminal, is begun that in Lender's good faith polyment could result in forfeiture of the Property or otherwise materially impair no tion created by this Security Interest. Borrower may cute such a default and remistate, 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 to feture or the Borrower's interest in the Property or other material impairment of the hen created by this Security Instrument or Lender's security interest. To, tower shall also be in default if Borrower, during the loan application process, gave materially faise or inaccutate information or stateme (s. to, ender for faited to provide) ender with any material information in connection with the foan evidenced by the Sole, including, but not functed to, representations concerning florrower's occupancy of the Property as a principal residence. If this Security Instrument is on a certifold, Borrower shall comply with all the theory of the Property as a principal residence. If this Security Instrument is on a certifold, Borrower shall comply with all the theory of the Property as a principal residence.
- 7. Protection of Lender's Rights in the Property. It Borrower fails to perform the covene at an agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the P operix (such as a proceeding in bank-upicy) probate, for condemnation or fortenine or to enforce laws or regulations), then Lender may do and to for whatever is necessary in protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying in sums secured by a first which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering of the Property to make repairs. Although Lender may take action under this peragraph 7, Lender does not have to do so

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secure? By this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be at uncress 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 to a Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance overage required by Lender lapses of ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate 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 Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable faw.
- 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 fleu of condemnation, are bereby assigned and shall be paid to Lender.

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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 Horrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction. (a) the total amount of the sums secured immediately before the taking. 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 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 such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver.

  Extension of the time for payment or modification of amor tization of the sums accuracy Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the habitity of "e original Borrower or Borrower'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 or any remainst made by the original Borrower or Borrower's successors in interest. Any forbeatance by Lender in exercise of any right or remedy. (C.2) problem is a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assess Bound; Joint and Several Liability; Cu-signers. The covenants and agreements of this Security Instrument shall bend and benefit to excessors and assigns of Lender and Horrower, subject to the provisions of paragraph 17. Bottower's covenants and agreements shall be joint and several. Any Horrower who co signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument; o'ly to mortgage, grant and convey that Bortower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender said any other Borrower may agree to extend, modify, orb arter make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this occurrity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to that the interest or other loan, the person 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 resource necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Horrower 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 expensit to Borrower. It 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 Sourity Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The nonce shall be directed to the Property Address or any other address. Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for highest Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- †5. 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 declated to be severable.
  - 16. Borrower's Copy. Burrower shall be given one conformed copy of the Note and of the Security Instrument
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part or the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural personal antibour 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 pe hod of not less than 30 days from the data the notice is delivered or mailed within which Borrower must pay all sums secured by the Sec. org. Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this sec. org. 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 1 roperty pursuant to any power of sale contained in this Security Instrument, or (b) entry of a jungment 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 uncurred in enforcing this Security Instrument, inclinding, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the hen 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 Horrower, 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 (knowle 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 god 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.

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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 I aw. 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 readential uses and to maintenance of the Property.

Horrower shall promptly give Lender written notice of any investigation, claim, demand, fawant or other action by any governmental or regulatory agency or private party involving the Property and any Hazandous Substance or Positionmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other temediation of any Hazandous 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 toste or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other Panimable or toxic petroleum products, toxic pesticules and herbicules, volatile solvents, materials containing asbestos or formaldehydo, 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 environment tal protection

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the freelower 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 stims 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 limite 10, reasonable attorneys' fees and costs of the evidence.

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22. Release. Upon payment of all sums secured by without charge to Borrower. Borrower that pay any recordation costs	this Security Instrument, Lender shall re-	clease this Security Instrument	
23. Walver of Homestead. Borniwer waives all right	of homestead exemption in the Property.		
24. Riders to this Security Instrument. If one or more Instrument, the covenants and agreements of each such size shall be agreements of this Security Instrument as if the rider(s) were a part of a [Check applicable box(es)]	triders are executed by Borrower and reconcerporated into and shall amend and supplies Security Instrument.	orded together with this Security dement the covenants and	
	ominum Rider	1.4 Family Rider	
Graduated Payment Rider	ed Unit Development Rider	Biweekly Payment Rider	
Balloon Rider Rate      Other(s) (specify)   ESCROW RIDER	ime os enient Rider	Second Home Rider	
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.			
Witnesses		)	
	RONALD M MOCHIZAKI,	- Horrower	
	Challe I Wit	365-58-0046	
	SHELLY I HALPER	(Scal) Borrower	
	7	369-66-3776	
		- (Scal)	
		175	
	de minimental altriguente la prima dell'independe que de communicativa de l'apparente de capitales de capital	-Bossower	
[Space Below This Line For Acknowledgment]			
STATE OF ILLINOIS COOK	County ss:		
That RONALD M MOCHIZUKI AND SHELLY I HALPER	a Notary Public in and for said	d county and state do hereby certify	
	personally known to me to be the	ne same person(s) whose name(s)	
subscribed to the foregoing instrument, appeared before me this	day in person, and acknowledged that  free and volumary act, for the u	ses and numoses therein set forth.	
Given under my hand and official seal, this 27th	day of <u>lanuary</u> , 1994	· · · · · · · · · · · · · · · · · · ·	
My Commission Expires.	Macker V	reteall,	
•	Notacy Public	- ,	

"OFFICIAL SEAL" Kathi Vulistis t. dury Public, State of Illinois My Cummission Expires 4/20/95

#### **ESCROW RIDER**

1000 . <u>1994</u> This Escrow Ridge is made this 27th day of January , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") at he same date given by the undersigned ("the Borrower") to secure the Borrower's Note to CITICURP MORTGAGE, INC 12855 NORTH OUTER 40 DAIVE, ST. LOUIS, MISSOURI 63141 (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3909 GRAND AVENUE, WESTERN SPRINGS, IL 60558-

Paragraph 2 of the Security Instrument is hereby replaced with the following:

2. Funds for Taxes and Insurance. Borrower shall pay by Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds ); qual to Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes and a se sments which may attain priority over this Security Instrument; (b) one-twelfth of the yearly leavelend payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property instrance premiums; (d) one-twelfth of the yearly flood insurance premiums, if any; (e) one-twelfth of the yearly partiage insurance premiums, if any; and (t) one-twelfth of any similar items which are commonly h) paid by borrowers to lenders, whether now or in the future, in connection with a secured debt. The items described in (a) - (f) are called "Excrow Items".

The Funds shall be placed in an account ("Escrow Account") at an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is wh an institution) or at any Federal Home Loan Bank. Lender may charge Borrower for holding and applying he Funds, analyzing the Escrow Account and verifying the Escrow Items, and Lender may require Porrows to pay a one-time charge to establish a real estate tax reporting service used or provided by Lender in connection with this loan. Lender shall not be required to pay Borrower any interest or earnings on the Yords.

Lender shall annually analyze the Escrow Account to determine the adequacy of the monthly Guide being collected for each Escrow Item; at its option Lender may analyze the Escrow Account nore frequently. Lender shall estimate the amount of Funds needed in the Escrow Account, to pay future Escrow Items when due, on the basis of: (i) current data, including the anticipated disbursement dates for each Escrow Item; (ii) reasonable estimates of expenditures of tuture Escrow Items; (iii) the time interval between disbursements for each Escrow Item; and (iv) the amount of Funds in the Escrow Account for each fiserow Item at the time Lender analyzes the Escrow Account. Lender and Burrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account is an approximate calculation. At any time if the amount of Funds in the Escrow Account for each Escrow Item will not be sufficient to pay each Escrow Item when due, Lender may notify Borrower in writing and may h) require Borrower to pay Lender the amount of the deficiency. Borrower shall be in default if, after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the deficiency. At Lender's sole discretion, Borrower may repay any deficiency in no more than 12 monthly payments. If Lender's Escrow Account analysis indicates that the Funds in the Escrow Account for each Escrow Item exceed the amount Lender estimates is needed to pay each future Escrow Item when due, Lender shall refund any such excess to Borrower within 30 days of the Escrow Account analysis. In addition to the Funds estimated as described above, and to ensure that the Funds in the Escrow Account will be sufficient to pay Escrow Items when due, Lender may require Horrower to maintain in the Escrow Account an additional balance of Funds not to exceed 2 monthly escrow payments.

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Lender shall apply the Funds to pay the Escrow Items when due. Lender shall give to Borrower an annual accounting of the Escrow Account, showing credits and debits to the Escrow Account and the purjose for which each debit from the Escrow Account was made. The Funds in the Escrow Account are piedzed to Lender as additional security for all sums secured by this Security Instrument. Upon payment in full of all sums secured by this security Instrument, Lender shall refund to Borrower any Funds half by Lender. Such refund shall be made within 30 days of Borrower's payment of all sums secured by this Security Instrument. If, under paragraph 21, Lender shall acquire or self the Property, Lender, prior (17th e acquisition or safe of the Property, shall apply any Funds held by Lender at the time of acquisition or size i, a credit against the sums secured by this Security Instrument.

Lender's and Borrowe's covonants and agreements under this paragraph 2 are subject to applicable state and federal law

By signing below, Borrow it a teepts and agrees to the terms of this Escrow Rider.

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0	x Indd in mail	(Sea)
0/	RONALD M MOCHIZUKI	Horrowe
-1	a Lew 5	(Seal
	SHELLY J HALPER	Borrowe
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