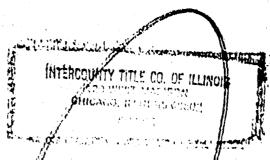
WHEN RECORDED MAIL TO

Household Bank, f.s.b

100 Mittel Drive Wood Dale, IL 60191 LOAN NUMBER: 5179031



[Space Abave This Line For Recording Data

MØRTGAGE

THIS MORTGAGE ("Security Instrument") is given on

PANT SHEIKHOLESLAMI AND MIRA SHEIKHOLESLAM! , HIS WIFE AND MOHAMMED The mortgagor is

Household Bank, f.s.b which is organized and existing under the laws of 100 Mittel Drive, Wood Dale,

This Security Instrument is given to

, and whose address is UNITED STATE

Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED FIFTY THOUSAND FOUR MUNDRED AND NO/100

). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 250,400.00 Instrument ("Note"), which provides for monthly paymer, with the full debt, if not paid earlier, due and payable on . This Security Insurment secures to Lender: (a) the repayment of the debt evidenced APRIL 1ST, 2024 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 coverants and agreements under this Security Instrument and the Note For this purpose. Borrower does hereby mortgage, grant and convey to Lender the following described property located in \(\bigce{\chi} \)

COOK

County, Illinois:

SEE ATTACHED LEGAT DESCRIPTION.

SEPT-01 RECORDING 1111 TRAN 4640 03/14/94 10:02:00 COUK COUNTY RECORDER

PALATINE

which has the address of 401-407 LAKE SHORE DRIVE

Illinois

60067

("Property Address");

[Zip Code]

ILLINOIS ·· Single Family ·· Famile Mae/Freddle Mac UNIFORM INSTRUMENT MFIL3112 - 04/92

Form 3014-9/90 (page 1 of 6 pages) Great Lakes Business Forms, Inc. To Order Call. 1-800-530-9393 (? FAX 618-791-1131 Tell fol dea xast) cold only only in the NOELICIAL COPY ant amin't populaul paus ! (sait)

(xxXvd o fo z xXvd) 06/6 \$100 manz

floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 5. Hazard or Property Insurance. Bortower shall keep the improvements now existing or hereafter erected on the

shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of nouce. which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien, Borrower

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

evidencing the payments.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly famish to Lender receipts time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on Property which may attain priority over this Security Instrument, and leasthold payments or ground reals, if any. Borrower

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and imposition auributable to the paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Mora.

paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, is amounts payable under 3. Application of Payments. Unless applicable law provides otherwise, all payments revived by Lender under

secured by this Security Instrument.

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

deficiency in no more than twelve monthly payments, at Lender's sole discretion

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the Exerow Hems when due, Lender may so notify Borrower in writing, and, in Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

secured by this Security Instrument.

and the purpose for which each debit to the Funds was norte. The Funds are pledged as additional security for all sums Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds or earnings on the Funds. Borrower and Lender may a tree in writing, however, that interest shall be paid on the Funds. agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest estate tax reporting service used by Lender in confection with this loan, unless applicable law provides otherwise. Unless an Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real account, or verifying the Escrow Items, unless incider pays Borrower interest on the Funds and applicable law permits the Escrow Items. Lender may not chirge Jorrower for holding and applying the Funds, annually analyzing the escrow (including Lender, if Lender is such an incitution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay The Funds shall be held in an invitation whose deposits are insured by a federal agency, instrumentally, or entity

reasonable estimates of expendinges of future Escrow Items or otherwise in accordance with applicable law, amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an Estate Settlement Presedures Act of 1974 as amended from time to time, 12 10.S.C. § 2601 et seq. ("RESPA"), unless amount a lender for a leasted morgage loan may require for Borrower's escrow account under the federal Real icems are called "E crow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These insurance presidents, if any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to payments of ground tents on the Property, if any; (c) yearly hazard of property insurance premiums; (d) yearly flood taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold 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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Bortower shall pay principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

encumbrances of record,

Horrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and that the right to

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

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 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 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 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 Projecty prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately price to the acquisition.

6. Occupancy, Preservation Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occuriy establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a depart 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 previde 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 leasthold, 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 agaificantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiner 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 ever this Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make tepairs. 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 Corrower 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 Lander 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 be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall 9. Inspection. 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 ITEM 1876L3 (9202)

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ILEM 1876L4 (9202)

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enforcement of this Security Instrument discontinued at any time prior to the earlier of; (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrumen or the Note which jurisdiction in which the Property is located. In the event that any provision or clause of this Security Lawrenced or the Note

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Letider when given as provided first class mail to Lender's address stated herein or any other address Lender designates by no ice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender, Any 10tice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

prepayment charge under the Note.

a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any sums already collected from Jorrower which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

Borrower's consent.

forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Instrument but does not execute the Note: (a) is ex-signing this Security Instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit it is successors and assigns of Lender and Borrower, subject to the provisions of 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

not be a waiver of or preclude the exercise of any right or remedy.

original Borrower or Borrower's spacesors in interest. Any forbearance by Lender in exercising any right or remedy shall otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the shall not be required to contactness proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender modification of amort sation of the sums secured by this Security Instrument granted by Lender to any successor in interest 11. Borrower 3.01 Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

posipone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

sums secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Property is abandoned by Borrower, or if, affer nouce by Lender to Borrower that the condemnor offers to make

are then due.

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

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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 goall quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to martienance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take all necessary remedial actions in accordance with Environmental Law,

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances, gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Corrower 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: (c) the default; (b) the action required to core 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 specifica 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, cender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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(Address) 100 Mittel Drive, Wood Dale, IL 16109 (SmaN) Household Bank, f.s.b. This instrument was prepared by איי בסשעוויי Cour Conuly 1114132 sionilli to state, sublicy grately Joyce R. Counta "JA38 JAIJ1410": "OFFICIAL SEAL" Given under my hand and official seal, dris forth. and delivered the said instrument as free and voluntary act, for the uses and purposes therein set subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that bongia mediamined the transfer of whose name(s), personally known to me to be the same virson(s) whose name(s) the mederalgred a Notary Public in and for said county and state, STATE OF ILLINOIS, County ss: 94228621 MOHAMMED SHEIKHOLESLAMI 19womoll-(शक्ता) (Scal) IMASTICHMISHS OVWWARD AMIR SHEIKHOLESLAMI Borrower WIKY SHEIKHOLESLAMI (lis2)Wimess: :ssouriW Security Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Other(s) [specify] X FIXED/ADJUST RATE RIDER Balloon Rider Rate Improvement Rider Second Home Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Adjustable Rate Rider 1-4 Family Rider Condominium Rider

supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

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ILEM IBSOFO (0505)

Instrument. [Check applicable box(es)]

PARCEL 1: LOT 22 IN CORNELL LAKES APARTMENTS UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 4% NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS, RECORDED AS DOCUMENT 87292350, AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE, UNDER TRUST AGREEMENT DATED DECEMBER 19, 1977 AND KNOWN AS TRUST NUMBER 41512 TO FIRST NATIONAL BANK OF DES PLAINES, AS TRUSTEE, UNDER TRUST AGREEMENT DATED DECEMBER 12. 1988 AND KNOWN AS TRUST NUMBER 19791979, RECORDED AS DOCUMENT 88584428 FOR WALKS, DRIVEWAYS, INGRESS AND EGRESS, PARKING AND RECREATIONAL FACILITIES, OVER SUCH PORTIONS OF THE FOLLOWING PROPERTY AS FALL IN COMMON AREAS, AS COMMON AREAS ARE DEFINED IN SAID DECLARATION OF EASEMENT: LOTS 1 ANT 2, THE SOUTH 60 FEET OF LOT 3 (EXCEPT THE EAST 17 FEET THEREOF, TAKEN FOR HIGHWAY PURPOSES) AND ALL OF LOT 4 (EXCEPT THE LAST 17 FEET THEREOF, TAKEN FOR HIGHWAY PURPOSES), IN ARTHUR 1 MCINTOSH AND COMPANY'S PALATINE FARMS, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4, AND OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN WILLROAD, AND ALSO THAT PART OF LOT 8 IN THE SCHOOL TRUSTEES! SUBDIVISION OF SECTION 15, LYING SOUTHERLY OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, ALL IN COOK COUNTY, ILLINOIS.

P.I.N # 02-16-215-025 に2000とと

94228621

Property of Cook County Clerk's Office

THE ADJUSTABLE RATE RIDING 6 mad 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

Household Bank, f.s.b.

100 Mittal Drive, Wood Dale, IL 60191

(the "Lender") of the same data and covering the property described in the Security Instrument and located at:

101-407 LAKE SHORE DRIVE, PALATINE, IL 60067 [Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE **HORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM** YAY TRUM REWORKOR SHT STAR

ADDITIONAL COVENANTS. In addition to the covenents and agreements made in the Security Instrument, Borrower and Lender further covenant and agree at follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an init all sad interest rate of payments, as follows:

7.0000

R. The Note provides for changes in the interest rate and the monthly

4. INTEREST RATE AND MONTPLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of APRIL, 2001

, which is called the "Change Date."

(B) The Index

At the Change Date, my interest rate will be based on an indee, "The "Index" is the Federal National Mortgage Association posted yield on on 30 year mortgage commitments for delivery within 30 days, as and a available in the Wall Street Journal. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current h de .."

If the Index is no longer available, the Note Holder will choose a new tirdes, which is based upon comparable information. The Note Holder will give me notice of this choice.

94228621

(C) Calculation of Changes

Before the Change Date, the Note Holder will calculate my new interest rate by adding or a red three quarters percentage points (1.75%) to the Current Indox. The Nove Holder will then round the result of this addition to the nearest one mighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the Mature? Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe et the Change Date in full on the Manulty Date at my new interest rate in substantially equal payments. The result of this calculation will be the new smount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

15,0000 %, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new Interest rate will become offective on each Change Date. I will pay the amount of my new monthly payment beginning of the first monthly payment date after the Change Date.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

(A) Until the change date as stated in section 4 of this Exect/Adjustable Rate Ridar, Uniform Covenant Poor and 17 of the Security Instrument is described as follows:

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 baneficial interest in Gorrawer is sold or transferred and Harrower in not a natural parson) without Lander's prior written consent, Lander 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. Lender also shall not exercise this option if: (a) Burrower causes to be submitted to Lender information required by Londer to ovaluate the intended transferred as if a new loan were being made to the transferree; and (b) Londer reasonably determines that Lender's security will not be impaired by the loan accomption and that the risk of a breach of any covenant or agreement in this Socurity Instrument is acceptable to Lender.

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FIXED AJUSTABLE RATE RIDER

Form 500 (3/91 MLA)

Property of County Clerk's Office

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 9TH day of MARCH, 1994 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Household Bank. f.a.b.,

(the "Lender")

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

401-407 LAKE SHORE DRIVE, PALATINE, IL 60067

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common area; and facilities, as described in the Declaration of Covenants, Conditions and Restrictions

(the "Declaration"). The Property is a part of a planned unit development known as

94228621

CORNELL LAKES

[Name of Planned Unit Development]

(the "PUD"). The Property also is cludes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender

further covenant and agree as follows:

A. PUD Obligations. Borrower shall purform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments trape sed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory of Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium

installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to again hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Overce Association policy,

Borrower shall give Lender prompt notice of any lapse in required hezerd insurance coverage provided by the master or blanket

policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are he chy assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reas mode 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 or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such racceds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners 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.

F. Remedies. If Borrower does not pay PUD 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 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.

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

(Scal) -Horrower (Scal) Horrower -Borrower Property of Cook County Clerk's Office