DEPT-01 RECORDING

\$31,00

. Telli TRAH 4851 04706/94 11:15:00

COOK COUNTY RECORDER

(Space Above This Line For Recording Data) .

	AIN!	whim addres is ("Londor")
		"Londor")
		and the second
ed the sense off be	s this Securit	y Instrument
เมทีเวาโดงเกษตรง เ	and the Note.	Por this
in the gradual of the control of the		ina seriet Seriet i seriet i
	ilh interest, and, s inggaph 7 to prot urby instrument a ty located in	e on March let; 2024 ith interest, and all renewals, a regreph 7 to protect the secur- urity instrument and the Note. ty located in

TOWNSHIP 41 NORTH, RANGE 16 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION ESTABLISHING A PLAN FOR CONDOMINION OWNERSHIP MADE BY CAMPANELLI, INC., RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 21,854,990 AND AS AMENDED, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT THERETO TO SAID UNITY AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AND TOUTHER WITH ADDITIONAL COMMON ELEMENTS, AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCHATAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY, IN COOK COUNTY, ILLINGIS.

which her	the address of	1331 YARMOUTH COURT	SCHAUMBURG			
WILICII IME		[Sirest]	(Cloy)			
Illinois	60193	("Property Address");	The second of the second			
Together with all the improvements now or hereafter erected on the property, and all easements, approve ances, and fixtures now or hereafter a part of the property. All replacements, and additions shall also be covered by this Security line ment. All of the foregoing is						
norcaliar	a pars or, me pr	cobetty. Wit tablacatilatia and andiciona auxit also od coacter the first pacarity time metir—	Wit of and intellering is			

referred to in this Security Instrument as the "Property".

BONDOWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to riorgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warra as 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 limit pariations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Lender dovenant and agree as follows:

- 1. Payment of Frincipal and Interest: Frepayment and Late Charges. Burrower shall and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall promptly pay when due the principal of
- and interest on the debt evidenced by the Note and any prepayment and late charges the 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 any attain priority over this Security Instrument as a lien on the Property; (i) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrew items." Lender may, at any ilme, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage, loan may require for Borrower's escrew account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. SS 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of fining Escrew Rems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower inserest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS	-Sizzio Faculty - Farmio Mac/Freddie I	MAC UNIFORM INSTRUMENT
----------	--	------------------------

Form 3014 5/99 (her i nya paga) Initials:





Funds. Lender shall give to Herrow r, viluous harge, in an unit accounting of the Funds, anowing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are plodged an admiral county for all sums accured by this Security

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

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liesa. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these ubligations 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 discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation accured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien as agreement satisfactory to Lender subortinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower that lastisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and reversis 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, Forower 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 other wise Area 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 assented. If the restoration or repair is not economically feasible or Lender's security would be the ened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excuse pulled 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 writter any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 2 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use 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 withhelf, or unless extenualing 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 could result in forfeiture of the Property or otherwise materially impror the lien created by this Security Instrument or Lease's security interest. Borrower may cure such a default and reinstate, as provided in particular of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's good faith determination, procludes foliative of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security in rest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or at ements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is the lease hold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee dive 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 corenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Toperty (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do not pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's ectious may include puying measurement, appearing in court, paying reasonable attorneys' fees and entring in the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower sectived 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 secure 1y 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 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 loss reserve in lieu of mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

 9. Inspection.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby are igned and shall be paid to Lender.

Form 3014 9/90 (mg 2 d 4 mg)

UNOFFICIAL COPY

In the event of a total taking of the Property, the proceeds chall 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 intendiately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lander otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the smount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, any hasnoe 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 solide a claim for damages. Borrower falls 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 smount of such payments.

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

 Batension of the time for psymint of modification of amortization of the sums secured by this Security Instrument, granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in luterest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remove shall not be a waiver of or proclude the exemples of any right or remove.
- 12. Successors and ox signs Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and baseful be successors and assigns of Lander and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be oint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note:

 (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not person ally obligated to hay the same secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may agree to extend, modify, forbear or 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 Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other is an charges collected or to be collected in connection with the inan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a limit a payment to Borrower. If a retland reduces principal, the reducing will be treated as a partial prepayment without any prepayment what o is do the Note.
- 14. Notices. Any notice to Borrower provided for in his Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property 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 Lander designates by notice to Borrower. Any notice provides for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Lawr Severability. This Security Instrument shall by giverned 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 and the provisions of this Security Instrument and the Note are declared to be severable,
 - to. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a boneficial interest in Borrower is sold or transferred and Borrower is not a nature, 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 Boruwer meets certain conditions, Borrower shall have the right to be re-enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable in 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 to be Security Instrument and the Note as if no accoleration 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 atterneys (see; 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 multimes unchanged: "Upon reinstatement by Borrower, this Security Instrument and the obligations secured be only the state and instrument and 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 of a pariet 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.

Foren 3614 3190 August 3 of a pages

The same of the second of the

Str. Str. Lines

INOFFICIAL CO

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving tim 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 petroleum herbicides, volatile solvents, meterials 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 further covenant and agree as follows:

- NON-UNIFORM COVENANTS. Borrower and Lender further coverant 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 indicial proceeding and so of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the for-closure 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 same accured by this Security Instrument without further demand and may foreclose this Security Instrument by juducial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.

 21, including, but not limit at 'o, reasonable attorneys' free and costs of title evidence.

24. Riders to this Security Instrument. If one Instrument, the covenants and agreements of each rich i'der a agreements of this Security Instrument as if the ride (a) were a [Check applicable box(es)] Adjustable Rate Rider Graduated Payment Rider	or more riders are executed by Borrower as itall be incorporated into and shall amend an part of this Security Instrument. Condominium Rider Planned Unit Development Rider	nd recorded together with this Security of supplement the covenants and 1 → Family Rider Biweekly Payment Rider
Balloon Rider	Rate my rovement Rider	Second Homa Rider
BY SIGNING BRLOW, Borrower accepts and agree rider(e) executed by Borrower and recorded with it. Signed, scaled and delivered in the presence of:	is to the terms and covenants contained in	this Security Instrument and in any
	DAVID M. W. FIB Social Socurity Nur. acc.	Sorrow State
	MARY K. PERNICE WF. P. Social Security Number	359-64-5041
	Social Security Number	Вопом
	Social Security Number	-Borrows
Space Below STATE OF ILLINOIS I, THE SHOP CONTROL OF THE PRINCE WEIGHT DAVID M. WEBB AND MARY K, PERNICE WEIGHT DAVID M. WEBB AND M. W. WEBB AND M. W.	BB, HIS WIFE	for said county and state do hereby certify be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this signed and delivered the said instrument as their Given under my hand and official said this "OFFICIAL SEAL" My Commision Expires: PAUL E. MADSEN Notary Public, State of illinois	froe and volumery act, for	they the uses and purposes therein set forth.

110 EAST IRVING PARK ROAD ROSELLE, ILLINOIS 60172



(1 Year Treasury Index - Rate Caps)

FEBRUARY, 1994 and is THIS ADJUSTABLE RATE RIDER is made this 17TH day of incorporated into and shalf 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 "HARRIS HANK ROSELLE."

Security Instrument and tocated at: 1331 YARHOUTH COURT

SchAuhnung 160193

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL O' ENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further communitiend agree as follows:

A. INTEREST RATIONED MONTHLY PAYMENT CHANGES

The Note provides for an indicate interest rate of 6.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

1999 The interest rate I will pay may through on the first day of MARCH, , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 75/190 percentage points (2.750 %) to the Current Index. The Not-Molder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly pay near that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount 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 II an 8.750 % or less than %. Thereafter, my interest rate will never be increased or decreased in any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.750

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes

(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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest to 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to

UNOFFICIAL COPY

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Berrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Proberty of County Clerk's Office _ (Scal) (Seal) -Borrower (Scal) -Borrower

44305782

Loan No. ROS-2482

UNCOMPONING AND PY

THIS CONDOMINIUM PIDER is made this 17th day of February, 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	
HARRIS BANK ROSELLE (the *Londo	er")
of the same date and covering the Property described in the Security Instrument and located at: 1331 YARMOUTH COURT SCHAUMBURG, ILLINOIS 60193	
[Property Address]	
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:	
WEATHERSFIELD COMMONS	
[Num of Castoninlum Project)	
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.	
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender	
further covenant and gree as follows: A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Consultrent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations: and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent.) Documents.	
B. Haxard Insurance. or tong as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condeminium "roject which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:	
(i) Lender waives the provided in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and	
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Covenant Association policy. Borrower shall give Lender prompt notice of an / laps.) in required hazard insurance coverage.	
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a less to the Property, whether to the unit or to common elements, any proceeds payable to high over are hereby assigned and shall be paid to Londer for application to the sums secured by the Security Instrument, with any excess paid to Portower.	
C. Public Liability Insurance. Borrower shall take such offens a may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.	
D. Condemnation. The proceeds of any award or claim for danages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of he unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Coverant 10.	10.00 M
(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	186
Association unacceptable to Lender. F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.	
By SIGNING BELOW Borrower accepte and agrees to the terms and provisions contained in this Condominium Rider.	D
DAVID M. WEBB Barrower MARY K. PERNICE WEBB Barrower	
(Seal) (Sea	•
Burrower	r
•	

AN ATTORNEY AT LAW OF ILLINOIS

MULTISTATE CONDOMINIUM RIDERSingle Family- Fannie Mas/Freddie Mac UNIFORM INSTRUMENT

Form 3140 9/90

UNOFFICIAL COPY

Property of Coof County Clark's Office