95737551

DEPI-BL RECORDING [10:011 | TRAN 8667 10/30/95 11:05:00 10637 4 RV - *-95-737551 COOK COUNTY PECORDER

0000834444

8C 325645 instrument propored by

and should be returned to:

JENNIFER FORTNER

MIDWEST MORTGAGE SERVICES, INC.

1901 SOUTH MEYERS ROAD, SUICE 300

OAKBROOK TERRACE, IL 60181

[Space Above This Line For Recording Data]

MORTGAGE

OCTOBER 24, 1995 THIS MORTGAGE ("Security Instrument") is given on KEI SATOH AND TOMOKO SATOH, NARRIED TO EACH OTHER

. The mortgagor is

("Borrower"). This Security Instrument is given to MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AB FIRST CHICAGO MORTGAGE SERVICES

THE STATE OF ILLINOIS , and whose which is organized and existing under the laws of 1901 SOUTH MEYERS ROAD, SUITE 300, OAF SPOOK TERRACE, ILLINOIS 60181 address is ("Lander"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTY THOUSAND & 00/100

130,000.00 Deliver (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2025 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : 03-18-401-129-1007

which has the address of

440 WEST IVY LANE 2-B, ARLINGTON HEIGHTS

[Street, City],

Illinois

60004 [Zip Code] ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Forta 3014 9/90 6R(TL) (9405) Amended 5/91

VMP MORTGAGE FORMS - (900)521-7291



Page 1 of f

```
with the field of the field of (c) secures from the holder of the lies an agreement and the from the holder of the lies an agreement and the field of the proceedings without the adversarial and an adversarial and a
                                                                                                                                      the Security instrument, if Leader deformance that any part of the property is subject to make the property in the property is subject to make the property in the property is subject to make the property in the property is subject.
                                                                                                                                                                                                                                                 Security marrament. It Leaders they give Borrower a notice identifying the wayer in small prints of the actions sed fouth above swithin 10 days. A notice identifying the fall of the identify the identifying the identifying the identify the identification.
                                                                                                                           withing to the property of the living in, logal proceedings which it the Leader's options optimized of the living in, logal proceedings which it the Leader's options optimized of the living in seasonable subject of the living to the living of the living 
                                                                                                                     strings to the promptly discinutes any lies winch as a more than 30curny instruments of the obligation secured by the fiest on a manual discinute and occurred by the fiest on a manual discinute and occurred by the fiest on a monthly in the Lender's notion operate in good faith the lies in the lander's ordered in good faith the lies in a manual object to respect the manual operate to respect the manual operation.
                                                                                                           Response that promptly discharge any lies which has printing to Lorder focults ovidencing the payments and the obligation sectors from the first of the obligation sectors by the first of the first positive and the first positive of the obligation sectors by the first of an analysis of Lorder (6) contests in good faith field first lies from the first of t
                                                                                                   persons are free manners. Borrower shall promptly furnish to Lender all forces of anomals to be paid under this persons of anomals to be paid under this persons of anomals to be paid under this persons of anomals and under this persons of anomals and under this persons. It is a person of anomals to be paid under the persons of anomals and under the persons of anomals and under the persons of anomals. It is a person of anomals and under the persons of anomals anomals anomals and under the persons of anomals anomals. The persons of anomals are persons of anomals anomals anomals anomals and under the persons of anomals anomals. The persons 
                                                                                                                                                                                                                               and and the second second of the second seco
                                                                                     obligations in the means provided in paragraph 2, or if not paid in the manner, Borrower shall pay them or ground nears, if any themselved in paragraph 2, or if the manner, Borrower shall pay them on time directly to the manner. Borrower shall pay themselved in the manner, Borrower shall pay themselved in the manner of amounts to be need under this measurem. It is the manner in the manner of the manner.
                                                                             white any state may state bottower statt pay at taxes, charges, times and impositions at the property over this Security instrument, and leasehold psychemis of ground remain if any, Bottower shall pay these the manner provided in natural and in that manner. Bottower shall pay these shall may then on time directly to the
                                                                     4. Compared the bounds of the control of the contro
                                                              I said 2 shall be applied: first, to sky programme charges due under the Note; seconds to name interpretation and later to sky programme charges due under the Note; second, to amount the paragraph of the name interpretation of the name i
                                                         Unives applicable hew provides otherwise, all payments received by Londer under paragraphs
                                                                                                                                                                                                                                                                                                                                                                                                                                     detail, to interest date, fourth, to principal due; stell lest, to any late charges due indep to long.

Les and les independent due of the lest less due independent due indep
                                      security, shall apply any Funds had by Lender at the time of sequisition or sale as a credit which ine acquisation or age of as a credit which by Lender at the time of sequisition or sale as a credit which ine secured by this same secured by this
                       baid by Leader. If, under paragraph 24, Leader shall sequire or sell the Property, Leader shall move on the property, Leader shall some way rained to the sequision of security rained to the sequisition of securition of securities of the sequisition of selection of securities and by the sequisition of securities at the sequisition of securities at the security by this secured by this secured by this
                                 which prepared as Lorsion's tole discontent of all fulliss security limitations, Londor situation of all fulliss secured by this "Security limitation of situation of the Londor increases. It mades as a large property, Londor, Londor and the Property, Londor, J. Lordor and the Property, Londor, J. Lordor and the Property, Londor, J. Lordor and the acquire or sell the Property, Londor, J. Lordor and the acquire of the acquirement of the acquirement
                 to Leader the emount necessary to dustice up the deficiency. Bostower as writing, and, in such case horrower as many a more than twalve.
         and explain the decoration with the leadow t
if me where freeds in accordance with the requirements of applicable, bear, if the amount of the funds half account to Berrows for the interest of the funds half by Lender at any time is any time in any interest in any int
```

Mr. The funds are pledged as additional security for all actor.

An excess funds in accordance with the requirements of architechia hav. If the amount of the funds held by Lender at any time is

senses may agree at writing, however, that interest shall be past on the Pluvin, Lewiser shall give to Borrower, without about the purpose for which are bledward as additional accuraty for all attractions in this Security Instrument.

The finale site pledged as additional accurate to the finale and the finale site of the second to the finale site of the second to the second

Leader may agree in writing, however, thei interest shall be paid on the Fluria, Leader shall give to Borrower any interest of entirings on the Fluria, aboving aredite and debit to the Fluria and the number for which each debit to the Fluria was

Leader in comection with this foats, unless abuilt to be paid, Leader shall not of freezest to be paid, Leader shall not of freezest to be paid. Leader shall not of freezest to be printing on the plants. In interest abuilt be maid on the Plants, Leader shall sive to Borrower, without charges and

Leader may require horrower to pay a one-time charge for an exterement real estate has require the following the following the following for the extendent real estate in the following service is a springer or seminare or the following the f

However, Leader may require Borrough liketest on the trunks and applicable law permits that some in connection with this loan, unless than ordered of the provider of the permits of the p

the Encrow Results, unless Londer liney for fouring and applying the Funds, surranging sine encrows account, or varifying the Funds and applying the Funds and applying the funds and applying the encrow account, or varifying the encrow forms of the Funds and applying the encrow account, or varifying the encrossive forms of the funds for an independent real sample is claused by the funds.

heres, it brokes any not charts of in any Posteral Home Loan Hank, Londor shall apply the Funds to pay the Economy seems, unless Londor for holding and applying the Funds, annually analyzing the economy, or worlying the Funds and analyzing the economy or worlying the Funds and analyzing the economy or worlying the funds and analyzing the economy or worlying the factors are analyzing the economy of worlying the factors are analyzing the economy and analyzing the economy of worlying the factors.

Leader, if Leader is void in an institution whose deposits are married by a federal agency, institutionally (neckving leader) or in any Federal Home Loan Bank, Leader shall apply the Funds to pay the Earth or institutional in the Funds of the Funds of

The Flands that the hold is the first of the

ordered in the control of purish the collect and note being in an amount not to exceed the lossest substituted in the control of curtosis that and reasonable estimates of expenditures of faints in the control of the

sense of the lime to time, 12 U.S.C. Section 2501 at seq. ("RESPA"), inflore anyther law the limit applies to the Plants of cuttent data and reasonable estimates of fattine Rection Review of fattine Rection law of the law of law of the law of

Accorded from inter to time, 12 U.S.C. Section 260] of Section

Accounts may, at any lumo, collocs and noted furnity as a section, collocs and noted from the maximum and the folders of the folders of the folders of the maximum and the folders of the folders and a same a law and the same and the folders of the folders and a same a law and the folders of the folders and a same a law and a same a law and the folders of the folders and a same a law and the folders of the folders and the folders are the folders and the folders and the folders and the folders are the folders and the folders and the folders are the folders are

The properties of the business in the properties and the properties of the propertie

Manager of the state of the sta

CONTROLLA COVENANTS, BOSTOWES IN COVENANT and Agroe &s follows:

when one as measurement the same and an interest of the same and s

There is a supplement of the s

Leader may, at any time, collect and hold punds in an amount not no axtract the maximum amount a force of the properties. These may make the fraction for the maximum amount a force of the maximum for a following mental part your force of the maximum and the following properties.

provisions of providing 8, in tion of the Paymens of inortings insurance promising. They work in accommon a source of the payment of inortings incoming payment by more payment of inortings of inortings in an arrange incoming. They are also in an incoming the payment and its maximum and the relative for a feeling with payment and the intermediate of incoming payments and the relative for a feeling the relative for a feeling the relative for a feeling of the relative for a feeling of

ow ground reass on the Property, if siny; (c) yearly fasher or property insurance premiums, if siny; (d) siny single payable by Borrower to Leader, in the or increases of members of the raymens of morning of the morning of morning

will defend sensorily the table to the property against all claims and demands, subject to suy encountries of record.

THIS SECTION TO THE THEORY CONDINGS Uniform Covenants for national use and non-uniform covenants. We include the containing the

or proud rate on the Property, if any; (c) yearly learnings are then on the Property, if any; (c) yearly learnings insurance prencious; (d) yearly learnings communes from the Property insurance prencious; (d) yearly learnings and (f) any and any south flood insurance prencious; (d) yearly learnings in any learning property insurance prencious; (d) yearly learnings of the learning insurance prencious; (e) yearly learnings in any learning insurance prencious insurance prencious in any learning insurance prencious insurance prencious

and assessments which may hypothesis are due under the Note, main the Note is pain in full, a sum ("Frinds") for (a) yearly leading permanent and the property for (b) yearly leading to the property for the property (b) yearly leading to the property for the property for the property for the property for the property is a lieu on the property for the property leading to the property in the property leading to the property in th

Leader on the day movality psymonts are due under the Mote, train the Mote is paid in full, a sum ("Funds") for: (a) yearly faxes are due under the Mote is paid in full, a sum ("Funds") for: (a) yearly faxes are due to security instrument as a lien on the Property; (b) yearly faxes are also as a lien on the Property; (c) yearly faxes are also as a lien on the Property; (c) yearly learested psymonts.

As present of and interest of the deck evalenced by the Moto and any prepayment and take charges case under the Moto and any prepayment and take charges case under the Moto make the Moto mail the Moto is savided waiver by Leader, Borrower shall pay to it.

A designal generally its (like 10 the Property against all claims and definitely, subject to any excitations of recording and designal transfer for majorate for majorate for majorate and sometimes of recording to covariants and constitute and con

greet and observe the Property and that the Property is uncountries of the estate hereby conveyed and has the Property is uncountries of the estate of the estate of the property is uncountries of estate of record. Borrower warming and demands, subject to any estate of record, Borrower warming and demands, subject to any estate of record, Borrower warming and demands, subject to any estate of record.

SORROWER COVENANTS the Borrower is lawfully seized of the estate hereby conveyed and has the right to morrower in the present and the present and the present is mencumbered, excess for encombrance of more). Borrower warming the estate in the present in the present is mencumbered, excess for encombrance of more). Borrower warming the estate in the present in the pr

to the factories is referred to in this Section's All 16, Ascendants and additions at sections of the Section's data as the "principle of the Section's data as the "principle of the Section's data as the "principle of the Section o

Box : Recursion of the way of the find and the second of t

Boltower that prompted the Motes due the Motes des the Marie Motes des the Motes des t

0000834444

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended 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 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 caswer 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 Borrover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. 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 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 triting, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's coupl. 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 of Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the 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 Informment is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Propert', 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 igreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on 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 secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage 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

Form 3014, 9/90,

Initials: K i

95737551

0g/e 410£ mo9

be severable.

come (JI) Ab.

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

15. Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the

indrament when he deemed to have been given to Borrower or Lender when given as provided in this peragraph. address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security any other address Borrower (lesignates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or

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

under the Mote. Borrower, If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to permitted lumit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to educe the charge to the and that is welly interpreted so that the interest or other loan charges collected or to be collected at connection with the loan

If the loan secured by this Security instrument is subject to a law wind sets maximum loan charges, 13. Loan Charges.

make any accommodations with regard to the terms of this Security Instrument or the Note wellow that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower and agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums instrument but does not execute the Rote: (a) is co-signing this Security Instrument and to mortgage, grant and convey that paragraph 17. Borrower's coverants and agreements shall be joint and siver. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lettler and Borrower, subject to the provisions of

12. Soccessors and Assigns Bound; Joint and Several Lishility; Costgreers. The covenants and agreements of this right or remedy.

in interest. Any forbearance by Lender in exercising any right or shall not be a waiver of or preclude the exercise of any the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors commence proceedings against any successor in interest or relies to extend time for payment or otherwise modify amortization of not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security margers granted by Lender to any successor in interest of Borrower shall

 Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification. the the date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Lender and Borcower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone: by this Security Instrument, whether or not then due.

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Pruperty or to the aums secured: award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender

If the Property is shandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an

sums secured by this Sect rity naturalist whether or not the sums are then due.

Borrower and Lender & erries agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property inunediatory before the taking is less than the amount of the sums secured immediately before the taking, unless. 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 the sums secure immediately before the taking, divided by (b) the fair market value of the Property immediately before the Security Instrument strail be reduced by the smooth of the proceeds multiplied by the following fraction: (a) the folial amount of Instrument intended y before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this walue of the Froperty immediately before the taking as equal to or greener than the amount of the sums secured by this Security 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.

in the event of a total taking of the Property, the proceeds shall be applied to the aums accured by this Security Instrument, shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 10. Condemnation. The proceeds of any sward or claim for damages, direct or consequential, in connection with any Borrower motice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give matemice ends in accordance with any written agreement between Borrower and Lender or applicable law.

promiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

0000837999

0000834444

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable actorneys' 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 i, 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 payments 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 pen it 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, Jaim, demand, lawsnit or other action by any governmental or regulatory ager.cy or private party involving the Property and any Lecardous 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 per deum 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 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 foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

95737551

Form 3014 9/90

Contribute: K. . .

without charge to Borrower. Borrower shall pay any recordation costs. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

M. Biders to the security instrument. If one or more riders are executed by Borrower and recorded together with this.

vinegord out in incirporay	Borrower waives all right of homestead	23. Waiver of Homestead.

	9)10	Hotery Pul		My Commission Expires:
1 VWDm	esogning bases and purpose	4 . 1	SHT & Institution	ni gniogerof sht of bestraedur bise edd belivered the said brus brast ym rebnu neviO
state the thereby certify that	bas yango bias rol bas ni			LANCE CHA HOTAR ISA
	County ss:	•	arry.	TATE OF ILLINOIS,
tewortoff-	0-	-Bottower		•
(Ino2)	C.	(Iso2)		
-Вопожет	OLCIAS	LONOKO		
(Iso2) Au	201 2000			
ni bus snommtsni vimuoos (loo2)	sint ni beniataos stransvos			BY SIGNING BELOW, Witnessee:
nily Rider ly Payment Rider Home Rider	leewiß Bewiß men	Condominium Kider Planned Unit Developm Rate Improvement Ride Anter(s) [specify]		[Check explicable box(e8)] Adjusted le Rate Rivers of the Balloon Rider Balloon Rider A.A. Rivler
				Security Instrument, the coversions and agreen sont

Ports 3014 9/90

CAROL A. WENNER HOTAY FUBLIC STATE OF ILLINOIS MY COMMISSION EXPRES LEVICINE "OFFICIAL SEAL"

ROM (JUNDA)

This instrument was prepared by:

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24TH day of OCTOBER 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

MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

(the "Lender")

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

440 WEST IVI LANE 2-B, ARLINGTON HEIGHTS, ILLINOIS 60004

[Property Address]

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

CARSTNUT PL. OF ARLINGTON HEIGHTS CONDO

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds titl', 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.

CONDOMINEUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenan and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-'awr; (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.
- So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project vhich is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the heards 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 one-twelfth of the yearly premium installments for hazard insurance on the Property: 271(1)
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard in ura ice coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners A sociation policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the 🗸 Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to

- Borrower shall take such actions as may be reasonable to insure that the C. Public Liability Insurance. Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannia Mae/Freddle Mac UNIFORM INSTRUMENT

Page 1 of 2

Form 3140 9/90

-8 (9103)

VMP MORTGAGE FORMS - (313)283-8100 - (800)521-7291

Initials: K & 7. S

5#80 5 of 5

(cose) g-

08/8 0516 m103

13W0TtOB-		
(less)	Ox	
вжотюв-		
(les2)		
iowotioa-		HCTER ONOMOT
(Seal)	Satist	AJULUE P
18₩0Tfo∰-		KCT SATOR
(Iso2)	711000	X.X.

Ryder.

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

in Borrower requesting payment.

them. Any amon rits risbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Insurant. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dist ursement at the Mote rate and shall be payable, with interest, upon notice from Lender form.

maintained by the Owners Association unseceptable to Lender.

F. Remarket It Borrower does not pay condominium dues and assessments when due, then Lender may pay

- Association; or action which would have the effect of rendering the public liability insurance coverage
- benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners
- by condemnation or eminent domain;

 (ii) any amendment to any provision of the Constituent Documents if the provision is for the express
- termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking
- written consent, either partition or stemination of the Condominium Project, except for abandonment or
- provided in Uniform Covenant 10.

 E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior
- unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be applied by Lender to the sums secured by the Security Instrument as paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as



LOAN # 0000834464 440 WEST IVY LANE 2-B ARLINGTON HEIGHTS, IL 60004

UNIT NUMBER 2-B IN CHESTNUT PLACE OF ARLINGTON HEIGHTS CONDOMINIUM, ARLINGTON HEIGHTS, ILLINOIS IS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

PARCEL I:

THE WEST 295.91 FEET OF THE ELST 328.91 FEET OF THE EAST 1/2 OF THE WEST 718 FEET (EXCEPT THE SOUTH 2300 FEET THEFEOF) OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF RAND ROAD (EXCEPTING THEREFROM THAT PART OF WALNUT AVENUE, TECHNY ROAD AND CHESTNUT AVENUE, ALL DEDICATED FOR ROAD PURPOSES PER DOCUMENT FUREER 86-250,816, AND EXCEPTING THEREFROM THAT PART LYING NORTHERLY OF TECHNY ROAD AS DEDICATED BY DOCUMENT NUMBER 86-150,816), IN COOK COUNTY, ILLINOIS.

PARCEL II:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, LYING SOUTHEAST OF THE SOUTHEASTERLY LINE OF TECHNY ROAD, DEDICATED FOR ROAD PURPOSES, PER DOCUMENT NUMBER 86-250,816, AND LYING SOUTHWEST OF THE SOUTHWESTERLY LINE OF RAND ROAD, DEDICATED FOR ROAD PURPOSES PER DOCUMENT NUMBER 12,593,022, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM HADE BY SHA DEVELOPMENT INC., AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MARCH 23, 1988 AS DOCUMENT 88-120,303, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACES COMPICISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY AS MAY BE AMENDED FROM TIME TO TIME.

REAL ESTATE TAX I.D. # : 03-18-401-129-1007

Property of Cook County Clerk's Office

1237275