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DEFT-01 RECORDING \$39.50
 T40001 TRAN 1085 12/01/95 11:23:00
 #9568 + JM #-95-832697
 COOK COUNTY RECORDER

SC 325868

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MORTGAGE

951020530

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 22ND, 1995. The mortgagor is DWIJENDRA K SHARMA, MARRIED TO NEETA SHARMA ("Borrower"). This Security Instrument is given to FIRST FIDELITY MORTGAGE CO.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 799 ROOSEVELT ROAD, BLDG. 5 GLEN ELLYN, IL 60137 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100

Dollars (U.S. \$ 125,000.00).

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 DECEMBER 1, 2025. This Security 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 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

P.I.N. 02242030050000

which has the address of 1501 E. BARONET LANE
 [Street]
 Illinois 60067
 [Zip Code] ("Property Address");

PALATINE
 [City]

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Note. payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under 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.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds borrowed for the excess Funds to be held by Lender shall account to

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Funds are pledged as additional security for all sums secured by this Security instrument. Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The last interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be permitted to make such a charge. However, Lender in connection with this loan, unless applicable law permits Lender to pay a one-time charge for an escrow account, or varying the Escrow items, unless Lender pays Borrower interest on the Funds and applying the escrow account, or holding the Escrow items, unless Lender may not charge Borrower to pay a one-time charge for an item to pay the Escrow items. Lender may not charge Borrower to hold a copy of the Note, unless Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds (including Lender, if Lender is such an entity, or a federal agency, instrumentality, or authority otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or authority otherwise in accordance with applicable law. The same of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds sets a lesser amount. If so, escrow account under the federal Residential Settlement Procedures Act of 1974 as amended from time to time, 12 amount not to exceed the maximum, pursuant to a lender for federally related mortgage loans may require for Borrowers insurance premiums. These items are called "Escrow items". Lender may, at any time, collect and hold Funds in an payable to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums yearly leasehold pay rent or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (h) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Funds; (i) yearly leases and instruments are due under the Note, until the Note is paid in full, a sum ("Funds") for: pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

2. Funds and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall due the 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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. To any encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to convey this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property". TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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4. Charges; Liens. 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 obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured 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 an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 the 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 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 damages 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 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 judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to,

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interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in modicication of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

11. Borrower Note Released; Foreclosure By Lender Note A Waiver. Extension of the time for payment of the principal amount of the instrument or

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend of postponement due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Condemnation. The proceeds of any award or claim, of damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspections of the Property. Lender

shall give notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Premium being paid by Borrower, when the insurance coverage lapses or ceases to be in effect, Lender will accept, available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium required, at the option of Lender, if mortgage insurance coverage is not longer be retained 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 becomes available and for the period that insurance premiums being paid by Borrower, when the insurance coverage lapses or ceases to be in effect, Lender or other insurance ends in accordance with any written agreement between Borrower and Lender or shall pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the Lender requires, provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium required to obtain coverage substantially equivalent to the previous insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to the cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, for any reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance in effect, if this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect, if for any reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay any interest from the date of disbursement until Lender agrees to other terms of payment, upon notice from Lender to 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 this Security instrument. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations),

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

Property, the lessor shall and the fee title shall not merge unless Lender agrees to the merger in writing. is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the representations concerning Borrower's occupancy of the Property as a principal residence, if this Security instrument

Although Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Lender's actions may include paying any sums secured by a lien which has priority over this Security Property. Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

Property, the lessor shall and the fee title shall not merge unless Lender agrees to the merger in writing. is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the representations concerning Borrower's occupancy of the Property as a principal residence, if this Security instrument

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint 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 personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender 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 or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; 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 direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 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 Lender designates by notice to Borrower. Any notice provided 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 Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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 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 judgement 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) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

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Security Instrument.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument 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.

Borrowers' 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.

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

Instrument 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

evidence.

provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title judicial proceeding. Lender shall be entitled to collect all expenses incurred in preparing this instrument by secured by this Security Instrument without further demand and may foreclose this instrument before the date specified in the notice, Lender at its option may require immediate payment in full of all sums before the date specified in the notice, Lender to accelerate to Borrower to acceleration and recording the non-existence of a default or any other defense of Borrower to assert in the right to cure the foreclosure proceeding the title to reinstate after acceleration and the right to assert in the notice may result in acceleration of the instrument, by judicial proceeding and sale of the Property. The notice shall inform Borrower of the date of foreclosure by Borrower, by which the default must be cured; and (d) that failure to cure the date specified in the notice shall be cured by this Security Instrument, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to the action required to cure the default; (b) the notice shall specify: (a) the default; (b) under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration following acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following

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

Jurisdiction where the Property is located that relate to health, safety or environmental protection.

and radioactive materials. As used in paragraph 20, "Environmental Law" means federal laws and laws of the petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, substances by Environmental Law and in following substances: gasoline, kerosene, otherflammable or toxic substances by Environmental Law or private party involving the Property and any Hazardous Substance or any government agency or laboratory agency or private party involved in investigating the Property or any Hazardous Substance defined as toxic or hazardous

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous law. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by Environmental Law or regulation authority that any removal or other remedial actions in accordance with Environmental Law is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law or regulation authority, that any removal or other remedial action of any Hazardous Substance affecting the government or regulatory agency or private party involved in investigating the Property and any Hazardous Substance or any government agency or laboratory agency or private party involved in investigating the Property or any Hazardous Substance defined as toxic or hazardous

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by government or regulatory agency or private party involved in investigating the Property or any Hazardous Substance defined as toxic or hazardous

recognized to be appropriate to normal residential uses and to maintenance of the Property.

the presence on the violation of any Environmental Law. The proceeding two sentences shall not apply to affecting the Property that is in violation of any Environmental Law. The proceeding two sentences shall not apply to any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything

of any Hazardous Substances that are generally recognized as causing disease or injury to humans or animals or to the environment.

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

should be made. The notice will also contain any other information required by applicable law.

19. Sale of Note; Change of Loan Servicer. The Note or 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 note or partial interest in the Note (together with this Security

Instrument) may be sold one or more times without prior notice to Borrower, this Security

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[Check applicable box(es)]

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 VA Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) [specify]

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

(Seal)

Borrower

Social Security Number

(Seal)

Borrower

Social Security Number

(Seal)

NEETA SHARMA, SIGNING SOLELY TO WAIVE HOMESTEAD
Social Security Number

Dwijendra K. Sharma (Seal)
DWIJENDRA K SHARMA
Social Security Number

Neeta Sharma (Seal)
NEETA SHARMA
Social Security Number

STATE OF ILLINOIS,

I, the undersigned,
that DWIJENDRA K SHARMA, ~~X~~ NEETA SHARMA
AND D.V.

County ss:

a Notary Public in and for said county and state do hereby certify

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

22

My Commission Expires: OFFICIAL SEAL

DENISE DREWKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/5/98

Notary Public

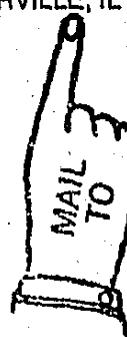
THIS INSTRUMENT WAS PREPARED BY:

KENNETH KORANDA
1112 S. WASHINGTON ST.
NAPERVILLE, IL 60540

WHEN RECORDED RETURN TO:

MIDAMERICA FEDERAL SAVINGS BANK
1112 S. WASHINGTON ST.
NAPERVILLE, IL 60540

"OFFICIAL SEAL"
DENISE DREWKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/5/98



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Property of Cook County Clerk's Office

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COOK COUNTY, ILLINOIS

UNIT 10-044/0421 IN COVENTRY PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS IN COVENTRY PARK UNIT 1, (PHASE 1 AND 2), BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 27, 1994, AS DOCUMENT NUMBER 04-074,198, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENNANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH THE AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD.

COMMON ADDRESS: 1501 EAST BARONET LANE, PALATINE, ILLINOIS 60067

PERMANENT TAX NUMBER: 02-24-203-005

SAID MATTER AFFECTS THE LAND AND OTHER PROPERTY.

END OF SCHEDULE A

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Property of Cook County Clerk's Office

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22ND day of NOVEMBER , 95 , 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 FIRST FIDELITY MORTGAGE CO.

(the "Lender")

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

1501 E BARONET LANE, PALATINE, IL 60067

[Property Address]

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

[Name of Condominium 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 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-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. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project 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 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; 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 Owners Association 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.

C. Public Liability Insurance. Borrower shall take such actions as 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.

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae / Freddie Mac UNIFORM INSTRUMENT

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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, whether of the 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 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 Condominium Project, 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 condominium dues and assessments when due, the 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 Condominium Rider.

Dwijendra K. Sharma

DWIJENDRA K. SHARMA

(Seal)
Borrower

Neeta Sharma

NEETA SHARMA, SIGNING SOLELY TO WAIVE HOMESTEAD

(Seal)
Borrower