BOX 333 - TH

COME CHURTY, ILLINOIS Filter on record

23 JUL 27 PH 12: 20

93582240

ISpace Above This Line For Recording Data)
PURCHASE MONEY

WHEN RECORDED MAIL TO: RYLAND FUNDING CROUP 1420 KENSINGTON ROAD, STE. OAK BROOK, IL 60521

MORTGAGE

Caso IP: 143210

302 环马尔特等低限的 1111

on Millo VAID: 23

95018202

THIS MORTGAGE ("Socurity Instrument") is given on JULY 26, 1993 VISHNU GOR, A Maurical Man and SURYA COR, His Wife

The mortgagor is

("Borrower"). This Security Instrument is given to RYLAND MORIYINGE COMPANY

AN OUTO CORPORATION

which is organized and existing under the laws of address is 11000 BROKEN LAND PARKWAY

THE STATE OF ORIO , COLUMBIA, PARYLAND 21044

, and whose

95018202

(2) order"). Horrower owes Lender the principal sum of

COUNTY THREE THOUSAND AND

4):dars (0.8. \$ 483,000,00

This debt is evidenced by Borrower's note dated the same date as this Security distribuent ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AXXXXI 1. 2023

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 Horrower's coveracits and agreements under this Security Instrument and the Note. For this purpose, Horrower does hereby mortgage, grant and convey to bender the following described property located in

PARCEL 1: 39 în crystal thee, being a subdivision of the past 1/2 of skution b, iship 36 north, rance 12 past of the third principal meridian, in cook COUNTY, TITINOTS.

EASEMENT FOR THE BENEFIT OF PARCEL I AFORESAID, FOR INCRESS AND EXHESS OVER PRIVATE ROADWAY AS SHOWN ON PLAT OF CRYSTAL TREE AFORESAID AND AS CREATED BY THE DEED DATED JUNE 8, 1988 AND RECORDED JUNE 15, 1988 AS DOCUMENT 88261098, IN CXXX CXUNIY, ILLINOIS.

Item # 27-08-402-026

10547 MISTY HILL ROAD, #39

ORLAND PARK

(Street, Cay).

which has the address of Illinois

60462

("Property Address");

ILLINOIR-Single Family-Famile Mee/Freddle Mee UNIFORM INSTRUMENT со авосяс **(3818ф.** *авъ***я**

BOX 333-CTI

9305 rest

Form 3014 9/00

Property of Coot County Clerk's Office

** TOGETHER WITH all the improvements now or hereafter erected on the property, and all ensements, appurtenances, and textures 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."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by parisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on are 'roperty, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly moregage 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 "Escrow Items." Lender may, at any time, coloct and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage foan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, '12 U.S.C. Section 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 Fords low on the basis of current data and reasonable estimates of expenditures of future Escrow Items 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 Loan 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, interest 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 on 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 Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and richits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applied ble law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the product of the Funds held by Lender at any time is not sufficient to pay the fiscrow 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 twolve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lander shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lander shall acquire or sell the Property, Lander, 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 Lende 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; 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, it may. 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.

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 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 altain 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.

Form 3014 9:00

5. Hazard or Property Insurance, Borrosses shall keep the improvements now existing or hereafter elected on the Property institud against loss by fire, hazards included within the term "extended coverage" and any other hazards, including Hoods 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 Horrower lads to maintain coverage described above, Lender may, at Lender's outlong 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. It Lander requires, florrower shall promptly give to Lander all receipts of paid premiums and renewal notices. In the event of loss, florrower shall give prompt notice to the insurance currier 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 leasible and Lender's security is not lessened. If the restoration or repair is not economically teasible or Lender's security would be lossened, 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 abundons 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 are usurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security of cument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Bossewer otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the locability payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property of leguired by Lender, Borrower's right to any manage policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londor to the extent of the same secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lenscholds. Horrower shall occupy, establish, and use the Property as Horrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occurs 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 withhold, 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 weste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that it clender's good faith judgment 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 remshite, as provided in paragraph 18, by capany the action or proceeding to be dismissed with a ruling that, in Lender's good finth determination, precludes forfeiture of the Jacriower's interest in the Property or other material impairment of the fien created by this Security Instrument or London's Security interest. Borrower shall also be in default it Borrower, during the foan application process, gave materially false or maccurate information or statements to Lender (or failed 🖳 to provide Lender with any material information) in connection with the loan evid oced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower a quires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, seen Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lander'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 dishursement 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 Horrower 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

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender (requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in offect, 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, 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 consequented, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

- 11. Borrower Not Released; Forbearance & Leader Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security insomment granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Horrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of this demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any oght 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 Llability; 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 an personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower in pagice to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note viction that Borrower's consent.
- 13. Lann Charges, It the foan secured by this Security Instrument is subject to a law who is estimation on charges, and that law is finally interpreted so that the interest or other foan charges collected or to be collected in connection with the foan exceed the permitted limits, then: (a) any such foan 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. It is 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 multimless 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 purisdiction 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.

Form 3014 0/90



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UNOFFICIAL COPY

• 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 said 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. It 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) emes any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, melading, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the fien 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 slaft remain tally offective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration ander 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 Horrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monally payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause a 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 the Property and vay plazardons 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 Hazardons 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 loxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and ractous ive 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 core the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cared; and (d) that failure to care 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 cared 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.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.



Property of Coot County Clert's Office

THUR BAND

. d	24. Riders to this Security Instrument. If one or more security Instrument, the coverages and agreements of each such the coverants and agreements of the Security Instrument as if the Check applicable box(os)] [XX] Adjustable Rate Rider [1,22] Graduated Payment Rider [1,23] Balloon Rider [1,24] Planned Unit [2,25] Rate Improve [2,25] V.A. Rider [1,25] [2,35] [2,4	rider shall be incorpor te rider(s) were a part o m Rider i Døvelopment Rider enent Rider	ated into and shall amend as if this Security Instrument.	nd supplement	
	BY SIGNING HELOW, Horrower accepts and agrees to be any rider(s) executed by Borrower and recorded with it. Vitnesses:	VISHNU COR	contained in this Security I	nstrument and(Scal) Borower	16
		SUEYEL SURYA GOR	An SOc	-Borrower	50182
	(Senl) Borrower		Co	-Borrower	02
	TATE OF ILLINOIS, Cook 1. M. Chalicagy and 18	Count Notary Public in and f	y ss: or said county and state do l	hereby certify	
si N	abscribed to the foregoing instrument, appeared before me this	porsonally known to me day in porson, and acking and voluntary act, for day of JULY CCC C Notary Public OFF Bee	e to be the same person(s) wo nowledged that The learn the uses and purposes them. 1993 TOTAL SEAL!* erly E. Ritsky	Y	025833AN
4	-BR(IL) (8105) O1 Page (My Commi	blic, State of Himois ssion Pxpires9/16/94 For	m 3014 9/90	

ADJUSTABLE RATE RIDER

(LIBOR INDEX-RATE CAPS) (I-MONTH LIBOR CONFORMING AND NON-CONFORMING

X-RATE CAPS) LOAN #1 143210 TH LIBOR

THIS AD RESTABLE BATE RIDER or made then 267H day of ALLY, 1993 and is incorporated into and shall be decimed to among and supplement the Martgape, Deed of Francisc Descript Dead (the "Bocusty Instrument") of the same date gives by the underegoed (the "Bocusty Instrument") to secure Refrances Adjusted Rate Note (the "Note") to RYLAND MORICIAL COMPANY, AN OFFIC CONDORMITOR

(the "Landor") of the worse date and wovering the property deworked in the Bewilly lastrained and located at:

10547 MISTY HILL ROAD, #39, ORLAND PARK, ILLINOIS 60462

(Property Addross)

THE NOTE CONTING PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY ADJUSTABLE INTEREST RATE CAN NEVER EXCEED ON BE LEGG THAN THE LIMITS STATED IN THE NOTE.

ADDITIONAL COVENANT's 1) addition to the covenants and agreements made in the Security Instrument, Borrower and Londor harbor covering and egreen in the coverage and egreen in the cov

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

tent and on the second part of the part of the second of t

(B) The Index

Hagining with the list interest flate Change Date, my interest rate will be bosed on an index. The "index" is the average of interback offered rates for six month U.S. dollar deposits in the condon ranks based on goalsflowed importants at imperbacks, as published by the federal Rational Mortgage Association ("FNMA"). The most incent ledex lights available as of the date forty live days before each interest flate Change Date is called the "Gurent index."

If the lister is no longer evaluable, the both Makier will aboun a new index the Debest upon comparable information. The blots Motor will give me notice of this obe us.

(C) Calculation of Change

Halara nach interest flata Chango Cata, the Nota Holar Wil enlaulatumy naw interest rata by righting TREE AND OME ETCHIN purcountage pointly) (= 3.125 %) to the Current Index. Subject to the least stated in Suchian of (D) below, this amount will be my new interest rate until the next Interest Change Date.

The Note Holder will determine the amount of the monthly payment that would be sufficient to report to unjust principal that I am expected to two at the interest flats. Change Date in full on the Maturity Date at the interest rate affective at the time the calculation is made in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Change

The princest rate I are response to pay at the limit interest Rate Change Date will not increase out decrease by incre then 1% from the united interest rate. Thereafter, my interest rate will invest be increased at decreased on any single interest Bate. Change Date by more than one percentage paints (1%) from the rate of interest flave been paying for the preceding six months.

My interest rate will nove the greater than TEN AND SEVEN BIGHTIS percent (10.875 %)

My interest rate will here the greater than "PEN AND SEVEN EXCITIES" percent (= 10.477 %) which is called the "Maximum Rate." My interest rate will never be less than TWO AND SEVEN EXCITIES percent (= 2.875 %) which is called the "Minimum Rate."

Pays 1 of 2 SMFC Form 177 (Oct., 1992) 6-month ARM

(E) Effective Date of Change

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

(F) Notice of Change

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

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

LOW, BI.

COLING.

COLING.

(SIR.

COLING.

COLING.

(SIR.) -HATTAIYT (SEAL) Hannever (SEAL) -{k********* (SEAL) -Bernster

Property of Cook County Clerk's Office

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26TH day of JULY 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Essa of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Horrower") to secure Borrower's Note to

RYLAND MORTCACE COMPANY

. AN OHIO CORPORATION

(the "Lender")

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

10547 MISTY HILL ROAD, #39, ORLAND PARK, ILLINOIS 60462

The Property includes, but is not limited to, a pured of land improved with a dwelling, together with other such purcels and certain concern areas and facilities, as described in

(the "Declaration").

The Property is a part of a planned unit development known as

CRYSTAL TREE

[Name of Planned Unit Development]

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

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

- A, PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pry, 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 insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazar's conder requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard in urance 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 provided by the master or blanket policy.

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

C. Public Limbility 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.

MULT(STATE PUD RIDER - Single Family - Famile Mae/Freddle Mac UNIFORM INSTRUMENT

Form 3160 9/90





- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in field of condemnation, are bereby 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. Horrower 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 abundonment or termination of the PUD, except for abundonment or termination required by law in the case of substantial destruction by fire or other essualty or in the case of a taking by condemnation or emment domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lander.
- (iii) economical of professional management and assumption of self-management of the Owners Association; of
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Green's Association unacceptable to Lender.
- F. Remedies. It Bercover does not pay PUD does and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph P 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 torms and provisions contained in this PUD Rider.

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