PERMANENTE PROPS MONIGHR OF 23-10 and 1023

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DEPT-01 RECORDING

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47260 4 CJ ×-95-051638 COOK COUNTY RECORDER :

Bitest, Cityl.

When Recorded Mail To:

MEDALLION MORTGAGE COMPANY P.O. BOX 9369

SAN JOSE, CA 95157

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was and his historia rate and and the macroscopy off (b), opingle to , of bosontings while get the popular true to lacionis THIS MORTGAGE ("Security Instrument") is given on Same JANUARY 12, 1995 The mortgagor is GEORGE A. DEMEROS AND HELEN DEMEROS, HUSBAND AND WIFE have allegan yellowed yellowed yellowed

pur al ecolem which may grain producted the South Institution as a fler on the Property (4) bearly tesscheld payagenes or ground peuts on the Property, if have (c) vo. 4) bacard or groperty powersus; oremicus, (d) yearly flood inaccopie phandoms, if any of yearly mongane unitence preventing it sory and it any same preceded to be discovered and events. ("Borrower"). This Security Instrument is given to have a managed as a second of the mail on the designing to enough our pall Sufficient and the medical montgage company, a California Corporation in the manufacture which is organized and existing under the laws of . CALIFORNIA "performit all simple value more again and whose address is 650 SARATOGA AVENUE, SAN JOSE, CALIFORNIA 95129 () A Company of the c

Aminimate and the control of a minimate and it along the second and the principal sum of FEIGHTY ONE THOUSAND NINE HUNDRED AND NO/100--- 36 204-410 to the channel from the control of 1956-1

Dollars (U.S. 5 81,900.00 vase).

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 a large FEBRUARY, 1, 2025 at all . This 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 1 vol 102011 where wit no equipped to know you appropriate you or borrous of the field authors. COOK of borrest contin County, Illinois: biorower and Lender may agive in venions, however, that increase shall be paid on the Funda. Lender shall give to Borrower, without shorps intermed accounting of the lands, stressing enablishand debuts to the funds and the purpose for which cach.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT (DOS ISHOLDS DE A COMPANY OF COMPAN mm into income it is a few featuring structure but they are about the blad of Amonded 6/91 for the excess Funds in accordance with the enquirements of to Land. If the amount of the Fands held by Lender at any tions is not sufficient to pay the become from when three, Legical richy so notify Borrower in writing, and, in rach case Borrower. thall pay to Louder the answer newspark to make up the deficieing. Burgard thall make up the deficiency he to make their

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LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

PERMANENT INDEX NUMBER: 07-23-102-014-1023

25 St. 10 10

which has the address of 73 BRIGHT RIDGE DRIVE, UNIT 9-3,

[Street, City].

Illinois

60172 (Zip code) (17

11.71

("Property Address");

Maro Recorde) Volt Ter Madalahan More Grafi (Erspany Malahan Karaha Maradose, Carahat

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."

BORROWER COVENANTS that Borrow's is lawfully seized 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 title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security in frument 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 Len on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payal le 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, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Listace 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 15 exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

Lender, if Lender is such 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 of any 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 or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits 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 applicable law, Lender shall account to Borrover for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Description payment in full of all sums secured by this Security Instrument, Londor shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument. In arranged and manifest account of the property and the sum of the property and the property a

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note, by one axade to be the charges and 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, 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. The payments of 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 th. Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attain priority
- one or it ore of the actions set toric above within 10 days of the giving of notice. Bidget of course of section of property Insularized, Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by five, 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 Corrower 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, to paragraph in paragraph responses

over the Security Instrument, ander may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take

wh 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 pald 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, he was a part of the insurance carrier and Lender.

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 may 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 reprir 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, and represent the 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, recomplicated or conflicts outline and approach of the payment of the payments in the lender of the sums secured by this Security Instrument.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds 17 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 judgment could result in forfeiture of the Property or concruise 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 Lander with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing, and parameter groups and red baredos

- The 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 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, where only assessed that value of the property to make repairs.
- 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, 38341
- 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, from an alternate mortgage insure approved by Lender. The substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insure approved by Lender. The substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires; provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance endr in accordance with any written agreement between Borrower and Lender or applicable law, the contract to the accordance with any written agreement between Borrower and Lender or applicable law, the contract to the accordance with any written agreement between Borrower and Lender or applicable law, the contract to the accordance with any written agreement between Borrower and Lender or applicable law, the contract to the 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.
- condemnation. The proceeds of any awars or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Attendard or constitute after the contract of the property of the property of the property of the property of the paid to Lender. Attendard or constitute after the property of the propert

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 shall be reduced by the amount of the proceeds enaltiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the tair market value of the Property immediately before the 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 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 concruise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are a then died.

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, a superfective transparent many applications.

- 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 such payments, and retain
- of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in 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. It is a property of the sum of th
- 11. 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.

- 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. Explaint of make the principal of prepayment to be prepayment to be 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 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.
- 14 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument, 11 .24
- 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 a 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of 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.
- in If Lender exercises this option. Lender shall give derrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered of 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 of demand on Borrower, a security and another make the security instrument without further notice of 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 covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Sorrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17, when the later of acceleration to pay the sums of the paragraph and the policy of the later of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (to ether 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 in arrament. 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.
- Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of 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 any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic
pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used
in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that
relate to health, safety or environmental protection, we transfer many amorphisms of the safety of the control
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: \$, 460, philad agreement
40. 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 data to cified 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, rensonable attorneys' fees and costs of title evidence.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security
Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under
applicable law, a round the better in the Manual and Manual Manual and the second and and all some a second and a beginner
23. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property, 19941 https://doi.org/10.1004/1994
24. Riders to 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 and the rider(s) were a part of this Security Instrument, we say the covenants and agreements of this Security Instrument.
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Helen Denneral (Scal)

STATE OF ILLINOIS.

certify that

Cook County ss:

Sugar the State of St , a Notary Public in and for said county and state do hereby

george A Demeras and Helen Demeros, 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 the y signed and delivered the said instrument as Their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official scal, this

day of John

My Commission expires:

CEFICIAL SEAL
L. KRICTINE BRYER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-10-88

This Instrument was prepared by: Nicole Medina, Medailton Mortgage Company

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THIS 1-4 FAMILY RIDER is made this , 12TH day of JANUARY wat, 1995 . , 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 100 month of about to potton to sign value! It

the lightly of Pently and no be comined in the sums secured in the Course Increments at London shall be received to college time and small the visit MEDALLION MORTGAGE COMPANY, A CALIFORNIA CORPORATION of to the agree to bus satisfying patroppe and profesion ration with the new true of the following property papers and the "Lender") when the bloom of the same date and covering the Property described in the Security Instrument and located at: a tolans body framework the Property and enflowing the items, including, his net figured to accommend their reconsents transforms in teaching's hundred engle and or such the version of the second sub-role 73 BRIGHT RIDGE DRIVE, UNIT 9-3 using sometiment, edges some industrial to the insert timores of plant of data reviewer beiston SCHAUMBURG, ILLINOIS 60172 person (v) the intermed without out verticular been to neukroston, aka is buniangs received as an of Property Address admit the provises attents accountly the party of and provided accountly the party of the nationed the Property and realized the Rest and arolits derived from the Privongs probably annother.

1-4 FAMILY COVERANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: - --- to the amost selections are inscentive one our extension to the amost selections and the covenant and agree as follows:

- b... A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever new or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, avvings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be seemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to it this 1-4 Family Rider and the Security Instrument as the "Proper".
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- 16. D. RENT LOSS INSURANCE, Borrower shall maintain insurance against rent less in addition to the other hazards for which insurance is required by Uniform Covenant 5, 1 A respectively Jan M. of Stanford and Marie & State of the Soft
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in vericing the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining coverants and agreements set forth in Uniform Covenant 6 shall remain in effect. Spinist Note 1994 The grant of the contract of the state of th
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph. G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

MULTISTATE 1 - 4 FAMILY RIDER - Fannio Mae/Freddle Mac Uniform Instrument

Form 3170 3/93

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 2) of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and contect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. The transfer of the control of the Property and of collecting the Rents any funds expended by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Porrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a delimit occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full. Let usually a few there is a superior of the property shall terminate when all the sums

I. CROSS-DEFAULT PROVISION. Borrower's default of preach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

∵ BY	SIGNING	BELOW,	Borrower	accepts	and	agrees	to	the	terms and	provisions	contained	in	this	1-4	Family	Rider
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LOAN # 237616

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-Borrower

13. Conformation. The proceeds of one suggested of claim for damages, direct or consequential, payable to Corresses in contaction with any "REPRESSES AND CONDITION OF the Property, whether of the middles of the contained elements, it was a suggest of the contained elements about the mostless by tracker is the sums secreted by incomment as

THIS CONDOMINIUM RIDER is made this 12TH day of JANUARY (1, 1995), 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 the incorporation of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to the incorporation of the same date of the undersigned (the "Borrower") to secure Borrower's Note to the incorporation of the same date of the incorporate of the

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

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The Property includes a unit in, together with an individual interest in the common elements of, a condominium project known ast the endowed the structure of the substitution of the BRIGHT RIDGE substitution of the endowed the interest in the common elements of, a condominium project known ast the endowed the substitute and the substitution of the endowed the substitution of the endowed the "Condominium Project"). If he owners association or other entity which acts for the Condominium Project (the "Condominium Project"). If he owners association or other entity which acts for the Condominium Project (the "Owners Association") holds that 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, these may may make any other acts of some hone analysis against the twenty also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest, these may may make any other acts of some hone analysis against the twenty also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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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 statt perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The Constituent Documents* are the : (i) Declaration or any another document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when the the Constituent Documents, which is a supplied to the Constituent Documents.
- 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 bazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard maurence coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Overes 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

Form 3140 9/90

Page 1 of 2

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. **Construct ** to get the land of the lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: **Lender and with Lender's prior written (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) to mination of professional management and assumption of self-management of the Owners
Association; or the state of th
maintained by the Zwijers Association unacceptable to Lender, the most consequent the public liability insurance coverage maintained by the Zwijers Association unacceptable to Lender, the most consequent the most configuration of the config
F. Remedies. If So rower does not pay condominium dues and assessments when due, then Lender may pay
them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in a time to the payable, with interest, upon notice from Lender to Borrower requesting payment, in a time to the payable, with interest, upon notice from Lender to Borrower requesting payment, in a payable to the payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, in the Note rate and shall be payable, with interest, upon n
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THIS ADJUSTABLE RATE RIDER is made this 12TH day of JANUARY, 1995 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 the Borrower's Adjustable Rate Note (the "Note") to the undersigned MEDALLION MORTGAGE COMPANY, A CALIFORNIA CORPORATION mortgage but, while control of the control (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

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Transfer of the Property on a Benedicial Interest Jerophy Spinol of the Property of any interest had is Kall of expectantify late it is suggested in the property of the second of the second in the second of the second in the second of the second Ziff. THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE Inhard.1 $_{
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A. INTEREST RATE AND MONTHLY PAYMENT CHANGES and appropriately add allocate of the contradiction The Note provides for an initial interest rate of ., 9 50) country. %. The Note provides for changes in the interest rate and the monthly payments, as follows:

- . If Lender exercises the openin to reduce himsertain recommend to the Condession with travers or native of montrial in . This 4. INTEREST RATE AND MONTHLY PAYMENT CHAPGES and sand OE made and four to belong a playout that solution investing all amore second by this Security Instruments. When ever fails to pay these may print to the explanation of this method. (A) Change Dates a happing to realize registered desiding groupper an entropy of the and happing combinery can adopte the resulting property and entropy of the second property of the
- The interest rate I will pay may change on the first day of FEBRUARY, 1996 ..., and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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(B) The Index
Beginning with the first Change Date, my interest rate will be based on an Index. "The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." 200 1960 1960 1960 start the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

- if (C) Calculation of Changes 28 6 20 4 5 cogh to Wh.
- Before each Change Date, the Note Holder will calculate my now interest rate by adding THREE and the state of the state of
- & THREE FOURTHS percentage point(s) (1, 3,750 m and 1%) to the Current Index. The Non Wilder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the finits stated in (3) Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.
- The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equalpayments. The result of this calculation will be the new amount of my monthly payment,

😕 (D) Limits on Interest Rate Changes 🗒

The interest rate I am required to pay at the first Change Date will not be greater than 11,500 at the first Change Date will not be greater than %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.500 LEDANO 237646

(E) Effective Date of Changes A SHATTIM FILL SE SELECTION OF THE SECOND SECOND

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

en (F) Notice of Changes Band of the ARABAAL Boogs HTSL and planed BIGH ARABARITETION SHIP

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

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

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Uniform Covenant 17 of the Security Instrument is amended to read as follows: 1537

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) a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

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CARCAL SECTION AND PROFESSION FORM 3111 3/85

EXHIBIT A

PARCFL: UNIT 9-3 IN BRIGHT RIDGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN BRIGHT RIDGE SUBDIVISION ON THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85071143 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF CONDOMINIUM RECORDED JUNE 21, 1985 AS DOCUMENT 85071143.

COMMONLY KNOWN AS 73 BRIGHT RIDGE, UNIT 9-3, SCHAUMBURG, ILLINOIS 60194-168.

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