95126381

DEPT-01 RECORDING COOK COUNTY RECORDER

[Space Above This Line For Recording Data].

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on The mortgagor is

February 21, 1995

DIANA M. O'CONNELL, MARRIED TO JAMES P. O'CONNELL

("Borrower"). This Security Instrument is given to

Regency Savings Fank, a Federal Savings Bank which is organized and existing under the laws of the United States of America 24 N. Washington Straft, Naperville, IL 60566

, and whose address is

("Lender"). Borrower owes Lender the principal sum of

THIRTY EIGHT THOUSAND AND 20/100

). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 38,000.00 Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced March 1, 2025 by the Note, with interest, and all renewals, extensions and medicications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Nove. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

UNIT NUMBER 3173-2-"E", IN THE VILLAS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 238 TO 242 (EXCEPT FROM SAID LOTS THE SOUTH 5 FEET THEREOF DEDICATED FOR USE AS A PUBLIC ALLEY) IN MAHONEY ESTATES, A SUBDIVISION OF THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MEYID!AN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND SOUTHERN RAILROAD COMPANY) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25965689 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON

95126381

ATTORNEY'S NATIONAL TITLE NETWORK, INC.

which has the address of

3173 WEST 115TH STREET #2E

ELEMENTS, PERMANENT INDEX NUMBER: 24-24-300-044-1014

MERRIONETTE PARK

Illinois

60655

("Property Address");

[Zip Code]

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ILLINOIS -- Single Family -- Fannie Mae/Freddle Mac UNIFORM INSTRUMENT ITEM 1876L1 (9202)

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 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 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 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 the Property, if any; (o) yearly flazard of property insurance premiums; (d) yearly flood 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 "Escroy to he provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escroy to he payment of mortgage insurance premiums. These items are called "Escroy to he payment of mortgage insurance premiums. These items are called "Escroy to he payment of mortgage insurance premiums. These items are called "Escroy to he payment of payment of mortgage insurance premiums. These items are called "Escroy to he payment of payment of mortgage insurance premiums. These items are called "Escroy to he payment of property; the payment of mortgage insurance premiums. These items are called "Escroy to he payment of property; the payment of mortgage insurance premiums. These items are called "Escroy to he payment of property; the payment of mortgage insurance premiums, and the payment of mortgage insurance premiums, if any; any; and (f) any, sums payable by Borrower to Lender may; and (f) any, sums payable by Borrower to Lender may; and (f) any, sums payable by Borrower to the payment of mortgage insurance premiums, if any; any; and (f) any, sums payable by Borrower to the property insurance premiums, if any; any; and (f) any, sums payable by Borrower to the property insurance premiums, if any; any; and (f) any, sums payable by Borrower to the property insurance premiums, if any; any; and (f) any, sums payabl

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 liems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account; or verifying the Escrow Items, unless Lender may agree to make funds and applicable law permits being the funds and applicable law permits. Lender to make shall applicable law permits be 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 for earnings on the Funds. Borrower and Lender may agree or writing, however, that interest shall be paid on the Funds, and the purpose for which cash 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 fall by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when the Lender may so notify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twell, proposely payments at Lender's sole discretions of the payments at the payments at Lender's sole discretions of the payments at the payments a

deficiency in no more than twel. monthly payments at Lender's sole discretion of the Society of the Property. Lender shall more than twell sums secured by this Security Instrument. Lender shall more play 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 Institute.

3. Application of Payments. A Unless applicable haw provides otherwise, all payments recented by Lender under paragraphs 18 and 2 shall be applied: Airou only prepayment charges due under the Note; second, to a nothis payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note; 1001, 131

4. Charges; Liense & Borrower, shall pay all taxes assessments charges, fines and impositions at its table to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (h) contests in good faith the lien, by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter exected on the Property insured against loss by fire, hazards included within the term extended coverage and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance earrier and

Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lenge, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due drie of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 (ac Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occuriv 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 extenuaing 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 officerise materially impair the lien created by this Security Instrument or Lender 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, it Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impai ment of the fien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasthold, 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.

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 Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfaince 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 epairs. 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 Berower 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 Londer to Borrower

requesting payment.

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8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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 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 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.

In the event of a local 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 sums secured immediately before the taking, divided by (b) the fair 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 pherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sime secured by this Security Instrument whether or not the sums

ire ine property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

sums secured by the security instrument, whether or not then due.

Linless Lender cut Torquyer otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due due.

Torquyer otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due due.

11. Horrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operato to leability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of refuse to extend time for payment or otherwise modify amortization of the our's secured by this Security instrument by reason of any demand made by the original Borrower or Harrower's successor, in interest, Any forbearance by Lender in exercising any right of remedy shall not be a watver of our preclude the exercise of any a shir or remedy.

not be a wayer of or preclude the exercise of any 1 ght or remety

1.2. Successors and Assigns Bound; Join, and Several Liability; Co-signers. The covenants and agreements of this
Security instrument shall bind and benefit the successrs and assigns of Lender and Borrower, subject to the provisions of
paragraph 17. Borrower's covenings and agreement 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 Lengt and any other Borrower may agree to extend, modify. inhem or make any hecomoptations with regard to the terms of this Security instrument or the Note without that

Borrower's consent proportion and the second by this Security Institute it a subject to a law which sets maximum loan and the loan secured by this Security Institute it a subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other loan c'arges collected or to be contected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be recliced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borro ver which exceeded permitted limits will be refunded to Borrower. Lander may choose to make this refund by reducing the print of owed under the Note or by making a direct nayment to Borrower. If a refund reduces principal, the reduction will be treated a partial prepayment without any

prepayment charge under the pipe of all he will all the provided for in this Security Instrument shall be a ven by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The to ice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to the first class mail to Lender's address stated herein or any other address Lender designates by notice to the provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided.

in this paragraphical triple some many the security Instrument shall be governed by federal law and the law of the 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the Note. jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable,

16. Rorrower's Copy. Burrower shall be given one conformed copy of the Note and of this Security Instrument Ale Ransfer of the Property or a Beneficial Interest in Burrower. If all or any part of the Property or any interest it is sold or mansferred and Borrower is not a natural person) in it is sold of Appared of the peneticial micros in Editower is sold of manifester and control of all sums secured by willing Lewier'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 feteral law as of

the date of this Security Instrument.

Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not ass 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

quiedles permitted by this Security Instrument without further notice or demand on Borrower

18. Borrower's Right to Reinstage. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any tune prior to the earlier of: (a) 5 days (or such other period as PIEM 187014 (0202) (001 111) 1996 F Form 3014 9/90 (page 4 of 6 pages)

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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 Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with 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 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 an all quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to main enance of the Property.

Borrower shall promptly giv: 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 cnewledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remembation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Sobstances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: "acoline, 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.

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

- 21. Acceleration; Remedies. Lender shall give notice to dorrower 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 specification the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

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

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Form 3014 9/90 (page 6 of 6 pages)

Great Lakes Business Forms, Inc.
To Order Call: 1-809-530-9393 FAX 818-791-1131

RIDER

This Rider is made this

21ST day of February , 19 95 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to REGENCY SAVINGS BANK, A Federal Savings Bank (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at

3173 WEST 115TH STREET #2E, MERRIONETTE PARK, ILLINOIS 60655

Property Address

- (1) Borrower and Lender agree that nonwithstanding anything contained in covenant 22 of the Mortgage, Lender is hereby authorized to charge a reasonable for the preparation and delivery of a release deed.
- (2) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of Lender's eights under the Mortgage, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER, has executed this RIDER.

DIANA M. O'CONNELL

(BORROWER)

James P. O'Connell has executed this rider for the sole purpose of perfecting the waiver of his homestead rights.

James P. O'Connell

95126381

MIDER

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Figure P. Coace

CONDOMINIUM RIDER

1995 THIS CONDOMINIUM RIDER is made this day of February 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 Regency Savings Bank, a Federal Savings Bank

(the "Lender")

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

3173 WEST 115TH STREET #2E, MERRIONETTE PARK, ILLINOIS 60655

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known VILLA CONDOMINIUMS

[Name of Condominium Project]

95126381

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations, Porrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-lawa; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance, So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

the term "extended coverage," then:

(i) Lender waives the provision in Unitary. Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property: 2.07

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

deemed satisfied to the extent that the required coverage is province by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in fieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payably 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.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and show be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

consent, either partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a lawing by condemnation or

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of

Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Cane	a P. D'Coung	(Scal)
JAMES	P. O'CONNELL	Borrower
		(lea2)

(Scal) O'CONNELL

(Seal) -Borrower

Borrower MULTISTATE CONDOMINIUM RIDER -- Single Family -- Fannie Mae/Freddle Mae UNIFORM INSTRUMENT Form 3140 9/90 Great Lakes Business Forms, Inc. To Order Call: 1-800-530-9383 [7 FAX 616-791-1131 ITEM 1823LO (9112)

JAMES P. O'CONNELL HAS EXECUTED THIS RIDER FOR THE SOLE PURPOSE OF PERFECTING THE WAIVER OF HIS HOMESTEAD RIGHTS.

CONDIDENTAL MINES

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A PEDERAL BAVINGS BANK

ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21ST day of February 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 Adjustable Rate Note (the "Note") to Regency Savings Bank, a Federal Savings Bank

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

3173 WEST 115TH STREET #2E, MERRIONETTE PARK, ILLINOIS 60655

[Property Address]

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

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial rate of

8.375

%. The Note provides for changes in

the interest rate and the monthly payments, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

95126381

(A) Change Dates

1998 , and on The interest rate I will pay may change on the first day of March that day every 12th month thereafter. Each Late on which my interest rate could change is called a "Change Date,"

(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 adjusce? a) a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calcula my new interest rate by adding TWO AND 750/1000 %) to the Current Index. The Note percentage points (2.750 Holder will then round the result of this addition to the nearest one cighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my her 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 equal payments. The result of this calculation will be the new amount of my morally payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greate, than Thereafter, my interest rate will never be increased or decreased on any single Charte Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve mands. My interest rate will never be 15.375 greater than

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; 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 law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in

writing.

"By initialing, the Borrower(s) acknowledge(s) that this page is page 1 of 2 of the Adjustable Rate Rider."

Page 1 of 2 pages

If Lender exercises this option to require immediate payment in tall. 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 the Security Instrument without further notice or demand on Borrower and an east of the company of the control BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate (Scal) -Borrower BRUHLOMETTH LARK, EERTHOTE GUESS ___ (Scal) nga seka pranjejnjuret sa kadimako nob diking dal radibuduh betarkog atok diri James Pu o'co hell has executed chis Adjustable Rider for the sole purpose of perfectuague as neiverfor mits homestead wighted live are are ablently exposure diditional Covenance in artificial to the covenance article and property of and in the Something penalini sa regan ban tamawan redunit retao. J anes endered romer en l'introduction de l'entre d James P. O'Comes2 To see british no not esturoun such self al signature provides for charge much are, a counting on constant and about part bank over twenting to A SEASON AS SEED & interior rate and reducing parameter changing Edalf against 3 (8) The interest rate E will pay may counge on the first day of on low 2001 that day every 13th menth therester. Each dote on which ever interest pair course unages a college of Chings plant. Becoming with that Change Line, my measurement in bread a can index. The "bules" is the escutify average of the Grand States Treasure examples and the account of the Change States Treasure examples by the Armond Richney Cont. of made wentable by the French Richney Cont. of the Change States Treasure examples by the French Richney Cont. of the Change Beign! The passi recan luces in airbic as of the claim to dry in time with thomas lime resulted ma Kinceni hidem. At the links is no longer available, the base thather we conside a new index which is levell apont group comparable. uthoraution. The Non-Holder wall give me notice at this epecies. counstly to midahagie (C) Botton each Change Date, the Nave Holder will calcifur, are new measuring by inding TWO BED 250/1000 क्ष कर्न प्रमाधिकार हरून nev,s powering than a constant the subtract of the papers of the constant of the subtract of the sub the Corner bules. The Note: The Main Robber will down discensive the warns of the monthly paparantial amount be sufficient to regar the tarpaid projected that I am expected to good at the Cale by Fixed in had not not the control special substantially speed programmed The result of this calculate in will be the new amount of my monthly payment. (D) Limits on Interest Rate (Connge, The ingress rme lane explicate, why it is the first Change Like will not be ground them.

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Page 2 of 2 pages

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