96538536

PARTITION OF THE PARTIT

Acct. No.: 2593317

DEPT-01 RECORDING

\$41.00

- T40012 TRAN 1329 87/15/96 15:51:00
- #3045 # RC *-96-538536
 - COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

ORIGINAL 41 Jus

THIS MORTGAGE ("Security instrument") is given on July 12, 1996. The mortgagor is Dianne C. Roland ("Borrower"). This Security Instrument is given to Merrill Lynch Credit Corporation and/or assigns, which is organized and existing under the laws of Delaware, and whose address is 4302 Deer Lake Drive East, Jacksonville, Florida 32246-6484 ("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Seven Thousand and 00/100----- Dollars (U.S. \$127,000.00). This debt is evidenced by Borrower's note dated the same late as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 710 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, gran, and convey to Lender the following described property located in Cook County, Illinois:

See Exhibit A attached hereto made a part hereof

*a widow, not since remarried

10/4/SOFFICE which has the address of 15708 Centinnial Drive Unit 15708, Orland Park, Illinois 60462 ("Property Address");

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.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

(page 1 of 7 pages)

0834a (09/21/95) PJFILMTG filmois Mongage BOX 333-CTI

Form 3014 9/90 (sa8vd L fo z a8vd)

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note, 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due the

time, 12 U S.C. @§ 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at require for Borrower's eserow account under the federal Real Estate Settlement Procedures Act of 1974 as antended from time to time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaschold payments or 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

Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a (including Lender, it Lender as such as institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the The Funds chall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the

made. The Funds are pledged as additional security for all sums secured by this Security Instrument. annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that innerest shall be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shat not be required to pay Borrower any interest or earnings on the Funds. Borrower and charge. However, Lender may requir: Borrower to pay a one-time charge for an independent real estate tax reporting service used by Escrow flems. Lender n ay not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or

monthly payments, at Leuder's sole discretion. shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

the Property, shall apply any Funds held by Lender at the time of acquis tion or sale as a credit against the sums secured by this Funds held by Lender. If, under paragraph 21, Lender shall acquire or sel the Property, Lender, prior to the acquisition or sale of

paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, in a and impositions attributable to the

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. the person owed payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower in the manner provided in paragraph 2, or if not paid in that manner, Borrower in the manner provided in paragraph 2, or if not paid in that manner, Property which may attain priority over this Security Instrument, and leasthold payments of ground rents, if any. Borrower shall

Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the withing to the payment of the obligation secured by the tien in a manner acceptable to Lender; (b) contests in good faith the lien by, or Borrower shall promptly discharge any lien which has priority over this Security Instrument unless. Forrower: (a) agrees in

5. Hazard or Property Insurance. Eorrower shall keep the improvements now existing or hereafter erected on the soliton 10 days of the giving of notice. may give borrower a notice identifying the lien. Burrower shall satisfy the lien or take one or more of the actions set forth above

protect Lender's rights in the Property in accordance with paragraph 7. unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to requires. The insurance carrier providing the insurance shall be chosen by Botrower subject to Lender's approval which shall not be Rooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender that make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from 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.

- Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 6. Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrumen, and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Ler er 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 otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a detault and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, 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.
- 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 forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional dept of Bo rower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan coured 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.

(sagnd 7 lo + agnd) Form 3014 9/90

Security Instrument.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

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

without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. applicable law, such conflict shalt not affect other provisions of this Security Instrument or the Note which can be given effect

which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with 15. Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in

shall be deemed to have been given to Borrower or Lender wnen given as provided in this paragraph. stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first custs mail to Lender's address first class mail unless applicable taw requires use of another method. The notice shall be director to the Property Address or any

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

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

13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

with regard to the terms of this Security Instrument or the Note without that Borrower's consent. Instrument; and (c) agrees that Lender and any other Bottower was agree to extend, modify, forbear or make any accommodations Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the 17. Horrower's covenants and agreements shall be joint and coveral. Any Borrower who co-signs this Security Instrument but does Security Instrument shall bind and benefit the successor, and assigns of Lender and Borrower, subject to the provisions of paragraph

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this

remedy. 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 sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the operate to release the liability of the priginal Borrower or Borrower's successors in interest. Lender shall not be required to

amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

this Security Instrument, whether or not then due.

authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by 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

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

Security Instrument whether or not the sums are then due.

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

paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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

- 28. 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 taw may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or only 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 solvets 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.
- 26. Hazardous Substances. Borrover 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 may 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, on is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other from able or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and racioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the disput; (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 the 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 foreclosure.
- 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 to homestead exemption in the Property.

	Form 3014 9/90 (page 6 of 7 pages)	•
-		
	- голломел	
	-Borrower (Seal)	
	- Borrower (Seal)	
	-Dorrower (Seal)	
	(Seal) Dimmil (Seal)	
,	the terms and covenants contained in this Security Instrument and in	[] Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to my rider(s) executed by Borrower and recorded with it. Witnesses:
	[] Fized/Adjustable Rate Rider	[Construction/Perms tent Loan Rider
	[] Adjustable Rate/ Index Conversion Option Rider	[] Index Conversion Option / Periodic Rate Limits Rider
	[] Adjustable Rate/Conversion Option Rider	[] Index Conversion Option Rider
	[] Conversion Options / Periodic Rate Limits Rider	[] Second Home Rider
	[] Conversion Options Rider	[] 1-4 Family Rider
1	[] Planned Unit Development Rider	[] Ralloon Rider
!	[X] Condominium Rider	1 Adjustable Rate Rider
		[Check applicable box(es)]

coverants and agreements of this Security Instrument 25 if the rider(s) were a part of this Security Instrument.

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

ILLINOIS)
f) ss.
ndersigned, a Notary Public in and County, in the State aforesaid, DO ERTIFY that
me to be the same person(s) whose is/are subscribed to the foregoing at appeared before me this day in and acknowledged that
nd delivered the said instrument
voluntary act, for the uses and set forth, including the release and waiver of the right of 1.
er my hand and official seal this, 19
Notary Public
ILLINOIS)
dersigned, a Notary Public in and County, in the State aforesaid, DO
personally me to posthe same person(s) whose s/are subscribed to the foregoing t appeared before me this day in nd acknowledged that signed,
signed, and delivered the said instrument
voluntary act, for the uses and set forth, including the release and waiver of the right of
r my hand and official seal this, 19
Notary Public n expires:
n expires:

Property of Cook County Clark's Office

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 12th day of July, 1996, 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 Merrill Lynch Credit Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 15708 Centinnial Drive Unit 15708 Orland Park, Illinois 60462. The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: Centenial Village (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 ben aits of Borrower's interest.

Condominium Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender urther covenant and agree as follows:

- A. Condomini, m Obligations. Berrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dies and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long a the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance or, the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- 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 P operty, 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 Lendus. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination n the case of substantial destruction.

 (ii) any amendment to any provision of the Constituent Documents if the provision is to the Country (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and assumption of self-management of the Owners (iii) termination of professional management and other (iii) termination of the Owners (iii) te 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;
- benefit of Lender;
- Association; or

CONDOMINUM RIDER-Single Family-Fannic Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 9/90 (Page 1 of 2)

PrimeFirst CONDO RIDER (05/16/95) PJFSTCR

(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.

A CO		manue C. Rola	n (Seal
92	0,	Dianne C. Roland -Borrower	
· · · · · · · · · · · · · · · · · · ·	-	-Borrower	(Seal)
	<u> </u>		(Seal)
····· ·············· ·················	04	-Borrower	(Seal)
		-Borrower	
		40,	
		. T. C.	
			·
· cy			
3823			0

965388

223223

PARCEL 1:

THE NORTH 26.33 FEET OF THE SOUTH 78.02 FEET OF THE EAST 80.34 PEET OF THE WEST 97.23 FEET OF LOT 26 IN CENTENNIAL VILLAGE UNIT 4, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIF 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

TASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF BASEMENTS, COVENANTS, CONDITIONS AND HESTRICTIONS OF CENTENNIAL VILLAGE UNIT II TOWNHOME ASSOCIATION RECORDED JULY 14, 1994 AS DOCUMENT 94615797 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Property of Coot County Clerk's Office 27-16-404-024

98538536

Property of Coot County Clert's Office

MORTGAGE

TO

Recorded At Request of Merrill Lynch Credit Corporation

Prepared by RETURN BY MAIL TO:

Merrill Lynch Credit Corporation 4802 Deer Lake Drive East Jacksonville, Florida 32246-6484

Attention: Post Closing Department

Of Coot County Clark's Office

Property of Cook County Clark's Office