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DEPT-01 RECORDING

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COOK COUNTY RECORDER

Prepared by: AND MATLED TO: CENTERBANK MORIGAGE COMPANY

ONE JEFFERSON SQ. P.O. BOX 10300

WATERBURY, CONTECTICUT

76215/8-

MORTGAGE

96043551

THIS MORTGAGE ("Security Instrument") is given on July 24, 1996 TAMMY S. BEELANSKI & DANIEL E. TOPLER

, and whose

"Borrower"). This Security Instrument is given to CENTERBANK MORTBAGE COMPANY

Airthich is organized and existing under the laws of **CONNECTICUT** 

ddress is ONE JEFFERSON SQ., PO BOX 10300, WATERBURY, CT 06726-0300

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

Elighty-One Thousand Five Hundred and No/100

Dall a. (U.S. \$

81,500.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly phyments, with the full debt, if not paid earlier, due and payable on August 1, 2001 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and mixilifications of the Note; (b) the payment of all other sums, with interest, advanced under paragram is to protect the security of this Security instrument; and (c) the performance of Borrower's covenants and agreements under this Sacrity Instrument and the Nate. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County. Illinois: HOOK

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 60415 Illimitis

Page (|ot 8

10504 RIOGE COVE DRIVE, UNIT 34D, CHICAGO, RIDGE

[Zip Code] ("Property Address");

[Street, City],

ILLHIOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 5/91 BA(IL) (9502)

VMP MORTGAGE FORMS (800)521-7291





Property of Coof County Clerk's Office

MO-CALL ADD

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appartenances, 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 an incumbered, 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; (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 payable by Borrower to Lender, in accordance with the provisions of paragraph 3 in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, colored and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Porrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the best of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in an Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time marge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law prevides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay 20 nower 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 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 app'icable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the animar, 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 viriting, 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refined 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 or sums secured by this Security Instrument.

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

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not passwer 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 Borrown 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 Lenger, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pross to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

- 6. Occupancy, Preservation, Maintenanc, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Eorrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Forrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in mitting, 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 [001] faith judgment could result in forfeiture of the Property or otherwise materially impair the tien 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 increst in the Property or other material impairment of the lien cre ned 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 incurrent 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 Bights 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 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.

8. Martgage 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-twelfun of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in 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 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 aball be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured insteadiately 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 otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, 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 this Security Instrument, whether or not men deep.

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.

- 11. Borrower Not Released; Forbearance By Lander Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instalment granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower of Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or release to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. The Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument and to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which set maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be reforded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) end, 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 covernants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable accorders' 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 unchanges. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as in 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 with our 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 payograph 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 cermit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, for allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two semences 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 logardous 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic retroleum 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 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 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 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.

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22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

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without charge to Borrower. Borrower shall pay any recordation costs. 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 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 as if the rider(s) were a part of this Security Instrument. (Check applicable box(cs)) X Condominium Rider 1-4 Family Rider Adjustable Rate Rider Planned Unit Development Rider Biweekly Payment Rider Graduated Payment Rider Second Home Rider X Balloon Rider Rate Improvement Rider VA Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: (Scal) -Borrower (Scal) ·Borrower (Scal) (Scal) -Borrower Borrower JAOR County ss: STATE OF ILLINOIS 1. the undersigned January S. Bielanski 4 , a Notary Public in and for scal county and state do hereby certify that , 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 -5144 signed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this day of My Commission Expires:

"OFFICIAL SEAL"
BETTY L. McKEOWN
Notary Public, State of Illinois
My Commission Expires 4/2/2000

AND OF THE PARTY.

THIS BALLOON RIDER is made this 24th day of July, 1996 , and is incorporated into and alian be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security (Microment") of the same date given by the undersigned (the "Botrower") to secure the Botrower's Note to ME TERBANK HORTOAGE COMPANY (the "Londar") of the same date and

the property described in the Security Instrument and located at:

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Be:e." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments un für the Note is called "Note Hokler."

ADDITIONAL COVENANTS. In addition to the covenants and agreement. In the Security Instrument, Burrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

#### CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Note Mutt. ity Date"), I will be able to obtain a naw loan ("New Loan") with ... ne y Maturity Date of August 1, 2028 , (the "New Maturity Date") and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 end 5 below are mot (the "Conditional Ruft ance Option"). If those conditions ere not met. I understand that the Note Holder is under no obligation to relik lince the Note or modify the Note, reset the Note Rate, or extend the Mite Haturity Date, and that I will have to repay the Note from my own esources or find a lendar willing to long 7.0 he money to repay the Note.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Relinence Ontion, certain condition: must be met as of the Note Muturity Date. These conditions are: (1) I must still be the owner and occupant of it e property subject to the Security Instrument (the "Property"); (2) I must be current in mi minthly payments in a cannot have been more than 30 days late on any of the 12 scheduled monthly payments ar modiately preceding the Note Maturity Date; (3) there are no liens, detects, or encumbrances against the Property, or only adverse matters affecting title to the Property (except for taxes and special assessments not yet die and payities) arising after the Security Instrument was recorded; (4) the New Loan Rate cannot be more than 5 purcinitigs: coints above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section Costow.

#### 3. CALCULATING THE NEW LOAN RATE

The New Loan Flate will be a fixed rate of interest equal to the Fed in Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day riti idatoly de very commitment, plus pre-half of one percent (0.5%), rounded to the nearest one-eighth of one recent (0.125%) (the "New Loan Rate"). The required not yield shall be the applicable not yield in effect on the call) and time of day that the Note Holder receives notice of my election to exercise the Conditional Relinance Option. If this required not yield is not available, the Note Holder will determine the New Loan Rate by using comparable infonction

#### CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Loan Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are sitisfied, the Note Holder will definition the amount of the monthly payment that will be sufficient to repay in full a) the unpaid principal, plus b) accured but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments than are current, as required under Section 2 above), over the term of the New Note at the New Lean Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the lew Loan is fully paid.

#### 5. EXERCISING THE CONDITIONAL REFINANCE OPTION

The Note Holder will notify the fit least 80 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Datu. The Note Holder also will advise me that I may exercise the Co ditional Relinance Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder the 1 must notify in order to exercise the Conditional Relinance Option. If I meet the conditions of Section 2 ab ve. I may exercise the Conditional Refinance Option by notifying the Note Holder no earlier than 60 calen, ar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate it I lixed New Lean Rate based upon the Federal Home Loan Mortgage Corporation's applicable published required not yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my equired ewnership, occupancy and property lien status. Before the Note Maturity Date the Note Holder v it advise me of the new interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinencing. I understar i the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Con Itlanal Refinance Option, including but not limited to the cost of updating the title insurance policy.

BY BIGNING BELOW, BORROWER accepts and agraes to thost time and covenants contained in this Balloon Rider.

(April April April A

FRACTUL (1640)

SOFFICE

### CONDOMINIUM RIDER

1996 THIS CONDOMINIUM RIDER is made this 24th day of July and is incorporated into and shall be deemed to a nend 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 CENTERBANK MORTGAGE COMPANY

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 10504 RIDGE COVE DRIVE, UNIT 34D, CHICAGO, IL 60415 RIDGE 150

[Froperty Address]

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

[Name of Condominium Project]

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

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

- A. Condominium Obligations. Borrower still 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 awa; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and exsessments imposed pursuant to the Constituent Documents.
- So long as the Owners Association maintains, with a generally accepted insurance B. Hazard 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 the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard in surance 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 shall take such actions as may be reasonable to insure that the C. Public Liability Insurance. Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The preceeds 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

MULTISTATE CONDOMINIUM RIDER - Single Family - Famile Mas/Freddle Mac UNIFORM INSTRUMENT

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Initials: 159

unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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

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

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

(iii) termination of professional management and assumption of self-management of the Owners Association; c.

(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 P prower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts displayed 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 dispursement 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.

10 1 h	
Jammy S Belonsky	(Seal)
TAMMY S BIELANSKI	-Bostower
Daniel Topler	(Scal)
DANIEL E TOPLER J	-Borrower
<u> </u>	(Seal)
	-Borrower
10/2	(Seal)
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李伊文的思想用中國的首型中心

### CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 007621518 EP

STREET ADDRESS: 10504 RIDGE COMMON DRIVE

CITY: CHICAGO RIDGE COUNTY: COOK

TAX NUMBER: 24-18-101-108-1107

#### LEGAL DESCRIPTION:

PARCEL 1: UNIT 34D IN RIDGE COVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 7 IN COUNTY CLERK'S DIVISION OF THE NORTHWEST 1/4 OF THE SCUTHWEST 1/4 AND OF LOT 2 IN THE SUBDIVISION OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO CERTAIN LOTS IN STONEY CREEK TERRACE, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 89247735 AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENT MADE BY COLE TAYLOR BANK, 12 TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1988 AND KNOWN AS TRUST NUMBER 4923 DATED OCTOBER 4, 1990 AND RECORDED OCTOBER 12, 1990 AS DOCUMENT 90501307 FOR INGRESS AND EGRESS.