96243684

This his resent was presented by: REMINAL RESIDENTIAL MORTCAGE CORPORATION 24) COMMORD DR CRYSTAL LAWS, IL 60914

oger of Milworks \$45,000 (40:1) TEAN 1003 04/01/96 11423/00 おおいすれり トータムー243684 CODA COUNTY RECORDER

MORTGAGE

60605801 1606058018

THIS MORTGAGE ("Security Instrument") is given on March 25, 1996 The mortgagor is

FATRICIA A ANDRES, UNMARRIED

("Borrower").

This Security Instrument is given to CHEMICAL RESIDENTIAL MORTGAGE CORPORATION

which is organized and existing

under the laws of the State of New Jersey EDISON, N.J. 08837

, and whose address is

343 THORNALL ST Borrower owes Lender the principal sum of

One Hundred Sixty-Two Thousand, and 00/100

("Lender")

Dollars). This debt is evidenced by Borrower's note dated the same date as this Security 162,000.00 (U.S. \$

-004

Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid cartier, due and payable on April 1, 2001. This Security Instrument secures to Landary (a) the manufactor of the full debt. . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the perform acc of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby murrgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

1.1.4. 02-15-304-078

LOT 32 (EXCEPT THE NORTHEASTERLY 4.60 FEET THEREOF) IN BRIDGEVIEW CREEK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1994, AS DOCUMENT NUMBER 94 026 962, IN THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS.

See Attached Legal Description

bich has the address of

55 N BRIDGEVIEW ST, PALATINE, IL 60067

("Property Address");

TOGETHER WITH all the improvements now or hereafter crected on the property, and all easements, appurtenances, the fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. Ail 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 cortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower earrants 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 Leader 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 Tuxes 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 remains the Property, if any; (c) yearly hazard or property insurance promiums; (d) yearly flood insurance premiums, if any; (e) yearly morigage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provision. of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at 20y time, collect and hold Funds in an amount not to exceed the maximum amount a lender by a federally related mortgage loss may require for Borrower's escrow account under the federal Real Estate Scittlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seg. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lander may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Finus due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in my Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow liens. Lender may not charge Borrower for horfing and applying the Funds, annually analyzing the excrow account, or verify in 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 une-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Socrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sum, secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by apply able 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 liens when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall premit by refund to Borrower any Funds held by Londer. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, 5000 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 as any the 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 after our 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 tents, if any. Borrower shall pay these colligations 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 Porrower 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 inless 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 of take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Corrower 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 Teption, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph?

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender fishall 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 inaurance 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 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 costpone the due due 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 from the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

immediately prior to the acquisition.

- 6. Occupancy, Prise vation, Maintenance and Protection of the Property; Burrower's Loan Application; Lesseholds. Borrower shall occury, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrume it and shall cominue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld. or unless extenuating circumstances exis, which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, abow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or crimina, is begun that in Lender's good faith judgment could result in fortchure of the Property or otherwise materially impair the tien carted by this Security Instrument or Lender's security interest. Rorrower may cure such a default and reinstate, as provided in Paregraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes for elittle of the Borrower's interest in the Property or other material impairment of the liea created by this Security Instrument or Lender's security interest. Bortower shall also be in default if Borrower, during the loan application process, yave materially faile 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 leavehold. Borrower shall comply with all the provisions of the base. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lander agrees to the noise or in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower (s) s 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 bankrupicy, 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 ration 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 pyment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon actice from Lender to Borrower
- A. Mortgage Insurance. If Lender required mortgage insurance as a condition of making for 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 tapies or causes to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate me agage 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-tweith 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 in 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 Betrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 16. 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 fieu of condemnation, are hereby assigned and

shall be paid to Lender.

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

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

11. Borrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for payment or modification of amerization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate of release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amerization 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. 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 I ender and any other Borrower may agreed to extend, modify, forbear or make any accommodations with tegard to the terms of this Security Instrument or the Note without the Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other ban 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 almost collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal constituted limits will be refunded 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 votice 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 procued 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.

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 soid 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. Berrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sams which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any

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default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not lunited 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 teinstatement by Borrower, this Security Instrument and the obligations secured by 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.

Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (kinc. and 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 scie of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance wirl: Passgraph 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 violatical of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses

and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual Inowledge. If Be: rower 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 condance with Environmental Law.

As used in this Paragraph 20 "Mazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances, gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials or denning asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means redered laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental projection.

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

21. Acceleration; Remedies. Lender shall give or size to Eurrower prior to acceleration following Borrower's breach of any covenam 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 alle of the Property. The notice shall further inform Berrower of the right to reinstate after acceleration and the right to used; 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 pursoing 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, Lendor that! release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower weives 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.

The following riders are attached: Balloon Rider

Planned Unit Development Rider

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BY SIGNING BELOW, Borrower accepts and agrees to	AL COPY the terms and covenants contained in this Security Instrument
and in any rider(s) executed by Borrower and recorded with it.	Pamai A Angre
PATRICIA A ANDRES	
The second secon	set recht minme wie der meine in zonen wert die noch ein se der die Selvel Hill Bellen zuen vollen versen werden wir werden wir werden wir werden wir werden wir werden we
	ng dan til dill han men dil dingram förd, som men i sam fyr meller en gest blet stavke gå båll galler sammen og för melle kalle dal får på
O PA	
Pilane Loters This know be	e Aranum Grigorisani)
STATE OF ILLINOIS, County of COOK	\$5:
I, the Undersigned, a Notary Public in and for said coun	sy and state, do hereby certify that
PATRICIA A ANDRES, UNMARRIED	CILL COLLEGE
personally known to me to be the same person(s) whose name(s) is me this day in person, and acknowledged that he/she/they signed voluntary act, for the used and purposes therein set forth.	is(are) subscribed to the foregoing in trument, appeared before d and delivered the said instrument as his, her, their free and
Given under my hand and official seal, this 25th	day of March, 1996
My Commission expires:	C. Ranga (Falaca)
OFFICIAL SEAL KATHERINE A REYNOLDS	Myself Petite

9622365

NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES:02/18/00

UNOFFICIAL COPY PIN: 62-15-364-078-0000

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BALLOON RIDER (Conditional Right to Refinance)

1000 M March, 1996 25th THIS BALLOON RIDER is the dis day of and is incorporated into and shall be decircul 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 the Borrower's Note to

CHEMICAL RESIDENTIAL MORTGAGE CORPORATION organized and existing under the laws of the State of New Jersey (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

55 N BRIDGEVIEW ST, PALATINE, IL 60067

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." 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 under the Note is called the 'Note Holder.'

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and ogree as follows (despite anything to the contrary contributed in the Security Instrument or the Noter

CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new toan April 1, 2026 , and with an interest rate equal ("New Loan") with a new Majurity Date of to the 'New Note Rate" determined in accordance with Section 3 below it all the conditions provided in Section 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no chagazion to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

CONDITIONS TO OPTION

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If I want to exercise the Conditional Refinencing Option at maturity, certain conditions must be met as of the Mapping Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security

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Mulristate Balloon Rider C-7019ET Page 1 of 3 (10/94) thepines Her 9'03

Instrument: (the 'Property'); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no fich against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist (4) the New Note Rate cannot be more than 3 percentage points above the Note Rate, and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

一個 小學 中國公司人

The New New Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year first rate mortgages subject to a 50-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), resided to the nearest one-eighth of one percentage point (0.125%) (the 'New Note Rate"). The required net yield shalf be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will describe the 26 or Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note 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 satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in Int. (a) the unpaid principal, plus (b) accorded but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will neutry me at least 60 calendar days in advance of the Maturity Date and advise me of the priscipal, accreed but impaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are mer. The Note Holder will provide my payment record information, together with the name, fitle and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 catendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Ising Rate based upon the Federal National Mortgage Association's applicable published required her 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 accept the proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise use of the new interest rate (the New Note 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 understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy. If any, and reasonable third-party costs, such as documentary stamps, intengible rax, survey, recording fees, etc.

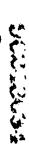
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Multistate Balloon Rider C-70191.7 Page 2 of 3 (10/94) (Replaces Rev. 993)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

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Multistate Balloon Rider C-7019LT Page 3 of 3 (10/94) (Replaces Rev. 9.93) FNMA 3180 12/89



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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANN, DUNIT DEVELOPMENT RIDER is made this 25th day of March 1996 and is incorporated into and shall be desired to amend and

supplement the Morigage, Deci of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

CHEMICAL RESIDENTIAL MORTGAGE CORPORATION, a corporation organized and existing under the laws of the scate of NEW JERSEY

(the "Lender") of the same date and covering the Property described in the Security Instrument located ar: 55 N BRIDGEVIEW ST, PALACINE, IL 60067

PropertyAddition

The Property includes, but is not limited to, a parcel of lend improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

DOCUMENT NO 95 592 571

(the "Declaration"). The Property is a part of a planned unit development known as BRIDGE VIEW CREEK

Name of Planned Unit Development

(the "PUD"). The property also includes Borrower's interest in the Homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

- A. PUD OBLIGATIONS. Enrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The Constituent Documents' are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- 8. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides

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MULTISTATE PUD RIDER Single Family C-6016/LT Page 1 of 3 (Rev. 10/94) (Replaces Rev. x 93)

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insurance coverage in the amounts, for the periods, and against the hazards. Lenders 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 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 coverage provided by the master or blanket policy.

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

- C. PUBLIC LIABILITY INSURANCIA. Berrowe: 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 Because in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in 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 the consent to:
- (t) the abandonment or termination of the PUD, 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; 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 PUD 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 by payable, with interest, upon notice from Lender to dorrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

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MULTISTATE PUD RIDER-Single Family C-6016LT Page 3 of 3 (Rev. 10/94) (Reptacs Rev. 800)

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