OF WHI

DEPT-O1 RECORDING

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COOK COUNTY RECORDER

WHEN RECOPLED WALL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79 / DOU'T MEN'T CONTROL DEPT.
PO BOX 10266
VAN NUYS CALIFORNIA \$141/20266

LOAN # 8614231

escrow closing # PT563

Prepared by: J. BASSETT AMERICA'S MHOLESALE LENDER 2443 WARRENVILLE ROAD, STE.150 LISLE IL,60532-

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MORTGAGE

THIS MORTGAGE ('Security Instrument') is given on May 29. 1997
LET ZHU. AND YIWEN CHEN. HUSBAND AND WITE AS JOINT FEMANTS

The mortgagor is

5/3/

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

AMERICA'S WHOLESALE LENDER

which is organized and existing under the laws of NEW YORK

155 NORTH LAKE AVENUE, PASADENA, CA 91109

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

THREE HUNDRED EIGHT THOUSAND SEVEN HUNDRED and 00/100

Dollars (U.S. \$ 308,700.00) This debt is evidenced by Borrower's note filted the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not payl earlier, due and payable on June 1, 2027 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 performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose. Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

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ILLINOIS - Single Family

AHILL Visited

- Famile Maz/Freddle Mac UNIFORM INSTRUMENT

CHL (10/96)

VMP MORTUAGE FORMS (800%) 7291

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LOAN #: 8614231

LOT 53 IN HILLDALE GREEN, BEING A SUBDIVISION OF PART OF SECTION 8. TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1994 AS DOCUMENT 94906285 AND CERTIFICATES OF CORRECTION RECORDED AS DOCUMENT NOS. 004-009. 475, 95-068, 242 AND 95-095, 271, IN COOK COUNTY, ILLINOIS,

PERMANENT INDEX NUMBER: 07-08-200-065

Parcei ID# 07 08 270 065 which has the address of 1501 DELLA DRIVE . HOFFMAN ESTATES

[Street, Cuy]

Illinois 60195.

/ Property Address");

(Lip Code)

TOGETHER WITH all the improvements now or bereafter 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 Socority Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any ore jayment 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 Birrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mongage loan may require for Borrower's escrow account under the federal Real Estate sectlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another late mat 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 amount. If so, Lender may, at any time, collect and hold Funds in an amount not to executive tester and tester

esturate the amount of Funds due on the basis or current uses
otherwise in accordance with applicable law.

The Funds shall be beld in an institution whose deposits are insured by a federal agency, instrument into or entry (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Lender, if Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow seconds, or verifying interest on the Funds and applicable law permits Lender to make such a charge. Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was

made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to 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 liems 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 promptly refund to Borrower any Funds held by Lender. If, under paragraph 21. Lender shall acquire or sell the Property. Lender, prior to the acquisition or sale of the

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LOAN #: 8614231

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer 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 tate 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 texts, 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 ken 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.

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 incurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fail's 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 Lorder 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 freshle and Lender's security is not bessened. If the restoration or repair is not economically feasible or Lender's security would be leasened, 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 be an 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 argument of the payments. If under paragraph 21 the Property is acquired by Leader, 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, Man Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall commute to occupy the Property as Borrower's principal residence for a least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonally 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 folfeiture actions proceeding, whether c vil or criminal, is begun that in Lender's good faith judgment could result in forteinire (i) the Property otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such default and reinstage, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, and the control of the control o Lender's good faith determination, precludes forfemme of the Borrower's interest in the Property of 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 there 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 timited 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 comained 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 bankrupucy, 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

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paying any sums secured by a hen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and emering 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. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in here 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 of an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain no tgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any printen 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 Rorrower notice at the time of or prior to an impaction 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 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 radisplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the old market value of the Property immediately before the taking. 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 turns 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 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 Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbeat or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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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 loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Horrower. 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 Low: 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 of 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 the cotton, require unmediate 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 Lorrover 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 er piration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on no rower.

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 earlies of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property provided to any power of sale contained in this Security Instrument; or (b) entry of a judgment entorcing this Security Instrument. These 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 cortinue 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 reinstat, shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Luan Servicer. The Note or a partial interest in the Note (togroot) with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects morthly payments the under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of 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 Euvironmental Law

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of which Borrower has actual knowledge. It 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 petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing ashestos or formaldebyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is tocated 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 Borrover prior to acceleration following Borrover's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provide, otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) is date, not less than 30 days from the date the notice is given to Borrower, by which the default neast 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, farciosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstant after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of decreases to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by to's Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
 - 23. Walver of Homestead. Borrower waives all right of home acid 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(es)]

X Adjustable Rate Rider(s)
Graduated Payment Rider
Balloon Rider
VA Rider

Condominium Rider

X Planned Unit Development Rider
Rate Improvement Rider
Other(s) [specify]

1-4 Family Rider
Biweekly Payment Rider
Second Home Rider

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LOAN #: 8614231

BY SIGNING BELOW. Borrower accepts and agrees to the terms and coverants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

	LEI ZHU	(Seal) Burrower
	VILVEN CHEN	hen (Seal) Bottower
		(Seal) Borrower
Ž-0,	×	(Seal) Borrowes
STATE OF ILLINOIS,	Coun	jà ee:
L Jingin D ingelow	y en no broad a	said county and state do hereby certify that (1) 1
ubscribed to the foregoing instrument, appeared igned and delivered the said instrument as the Given under my band and official seal, this	d before me this day in gensee, and acknowledge free and voluntary and for the in Alm day of Mark	nowledged that $\mathcal{P}_{\mathcal{C}}\mathcal{A}$ uses and purposes therein set forth.
Ay Commission Expires: V 1 , ,	Notary Publis	His irrolan
ienera. Mondaw To the subtraction of 18/2000	<i>"</i>	TSOM

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WHEN RECORDED MAIL TO: COUNTRYWIDE HOME LOANS INC. MSN SV-79 / DOCUMENT CONTROL DEFT P.O. BOX 10266 VAN NUYS, CA 91410-07.66

SPACE ABOVE FOR RECORDERS USE

PARCEL ID #: 07 08 200 065 Prepared by: J. BASSETT AMÉRICA'S WHOLESALE LENDER 2443 WARRENVILLE ROAD, STE.150

LOAN #: 8614231 ESCROW/CLOSING #: PT563

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ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Ca) s)

THIS ADJUSTABLE RATE RIDER is made this 29th day of May , 1997, and is incorporated into and shall be deemed to amend and supplement the Mongage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned

MULTISTATE ADJUSTABLE BATE RIDER - ARM 52 - Single Family - Family

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LOAN #: 8614231

(the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AMERICA'S WHOLESALE LENDER

(the "Levaler") of the same date and covering the property described in the Security Instrument and located at

1501 DELLA DRIVE

HOFFMAN ESTAVES IL. 60195.

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securings adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based

upon comparable information. The Note Holder will give me notice of this clicics.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate in adding percentage points (2.875 TWO & SEVEN-EIGHTHS %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of

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LOAN #: 8614231

one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Mattinty Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits of Interest Rate Changes

The interest the 1 am required to pay at the first Change Date will not be greater than 250 % or less than 4.250 %. Thereafter, my interest rate will never be 8.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.255

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

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

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LOAN #: 8614231

exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

Lender releases Borrower in writing.

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

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LOAN #: 8614231

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

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(Seal) Bonuser

(Seal) Burrower

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WHEN RECORDED MAIL TO: COUNTRYWIDE HOME LOANS INC. MSN SV-79 / DCCUMENT CONTROL DE 21. P.O. BOX 10266 VAN NUYS, CA 91410-0266

LOAN #: 8614231 ESCROW/CLOSING #: PT563 **SPACE ABOVE FOR RECORDERS USE**

PARCEL ID #:
07 08 200 065
Prepared by:
J. BASSETT
AMERICA'S WHOLESALE LENDER
2443 WARRENVILLE ROAD, STE.150
LISLE IL
60532-

4:142.

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29th day of May . 1997, 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 AMERICA'S WHOLESALE LENDER

MULTISTATE PUD RIDER - Single Family - Famile Mae/Fredde Mac UNIFORM INSTRUME ST

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LOAN #: 8614231

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1501 DELLA DRIVE HOFFMAN ESTATES IL, 60195-

[Property Address]

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

THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY

(the "Declaration"). The Property is a part of a planned unit development known as HILLDALE GREEN

[Name or Planned Unit Development]

(the "PUD"). The Property also includes forrower'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. Borrower shall perform an 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.

B. 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 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 insurance coverage on the Property is deemed satisfied to the extent that the required coverage is

provided by the Owners Association policy.

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LOAN #: 8614231

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

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 areas and facilities of the PUD, any proceeds payable to Porrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Libility Insurance. Borrower shall take such actions as may be reasonable to insure that the Outers Association maintains a public liability insurance policy acceptable in

form, amount, and extert of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to horower 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 bereby 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 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 a sun ption 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 Legier.

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 Porrower 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.

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	LOAN	#: 8614231
BY SIGNING BELOW, Borrower this PUD Rider.	r accepts and agrees to the terms	and provisions contained in
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