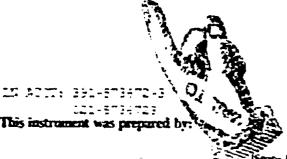
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FLEET MORTHAGE CORP.
STY S. STITTERFIELD RD., STE 300
LDMBARD. IL 60148



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MORTGAGE

37.50

THIS MORTGAGE (See trity Instrument) is given on

The morrage is

PRITTI SHAH HISBADO AND WIS

MAY 29, 1997

("Bomoure"). This Security Instrument is given to FLEET MORTHAGE CORE. A SOUTH THROUTER SOUTH

which is expenient and existing under the laws of STUTH DEPLIES altress is

. and whose

1999 WALTS STREET, STOTE TOO COLUMBIA, SC 19201

("Lender"). Borrower owes Lender the mindipal sum of FIFTY SEVER THOUSAND DIE HUNDRED AND SO 100

Dollars (U.S. \$ 57,100.00

This debt is evidenced by Borrower's note dated the same date as this Security Instruction ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

This Security Instrument secures to Lender. (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other soms, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's overnous and agreements make this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

CRIT 691-0 POGETHER WOTH ITS INDIVIDED 2.036 PERCENTAGE INTEREST IN THE CHMAIN ELEMENTS IN NATHLEEN DRIVE TONDOMINION AS DELIMEATED AND DEFINED IN THE DETMARATION REGISTED AS DOCUMENT NUMBER 21986901, IN SECTION 13, TWANSHIP 41 NOWTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOR COUNTY, JULINIOIS.

7.1.4.: 08-13-30%-037-1008

which has the address of \$81 ELMHURST ROAD #0

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FOOLE FOOLE ("Property Address"):

DLINGS STIEFT FINA FALME UNITED INSTALLIENT

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accept, use and retain these payments as a lost marked in fieu of hoofgage incurance. Lost estave payments may no longer be required, at the option 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 less reserve, until the requirement for managage 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 Boutower 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 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 of the Property in which the fair market value of the Property immediately before the taking is [35] than the amount of the sums secured immediately before the taking onless 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 Portower, 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 amborized to collect and apply the proceeds, at its option, either to resturation or repair of the Property or to the sums secured by this Security Instrument, whether or not then the

Unless Lender and Bornower otherwise agree in arting, any application of proceeds to principal shall not extend or postpone the due date of the mornily payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- II. Borrower Not Released: Forbearance By Lands Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument graced 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 to 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 successors in interest. Any forbearance by Lender inexercising any right or remedy shall not be a wriver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signs 3. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Bourday?, subject to the provisions of paragraph 17. Bourday's covenants and agreements shall be joint and several. Any Bourday 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 Bourdaye's interest in the Property under the terms of this Security Instrument, (b) is fast personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Bourday may agree to extend, modify, that are 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 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 enceed 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 enceeded permitted limits will be recovered 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 beginn 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 joristiction 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. Barrower'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

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021-5736723 and dollower is not a natural person) without Leader's prior written consent, Leader 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

391-573672-3

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 natice or demand on Borrower.

Security Instrument.

- 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) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would he 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 Boy over's objugation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower this Security Instrument and the obligations secured hereby shall remain fully effective as if no application had commed. For som, this right to reinstate shall not apply in the case of acceleration under paragraph. 17.
- 19. Sale of Note: Clarke of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or many times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects month's payments one 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 charge 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.
- 28. 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 structor do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two a mences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardons 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 Romower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatury 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 l'affred as toxic or lazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toyic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbesass or formaldehyde, and radioactic, materials. As used in this paragraph 30. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is layated 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 paragrap). 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the deract; (c) a date, not less than 39 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 entice may result in acceleration of the sums secured by this Security Instrument, foreelosure 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 foreclesure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forenissure. If the default is not cared on or before the date specified in the notice, Lender, at its option, may require imprediate payment in full of all sums secured by this Security lastrument without further demand and may foresteer this Security Instrument by judicial proceeding. Leader shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Bostower. Bustower shall pay any recordation costs. Lender may charge Bostower a fee for releasing this Security Instrument, but only if the fre is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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5. Hazard or Property Insurance. Borrover 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 carries 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?

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.

Utiless Lender and Botrower otherwise agree in writing, insurance proceeds shall be applied to resonation or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not resonated. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then doe, with any excess paid to Botrower. If Botrower abandons the Property, or does not answer within 30 days a conice 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 same secured by this Security Instrument, whether or not then due. The 30-day period will begin when the profes is given.

Unless Lender and Borrov, a otherwise agree in writing, any application of proceeds to principal shall not extend or pospone the due date of the monthly payment, a ferred to in paragraphs 1 and 2 or change the amount of the payments. If unler paragraph 21 the Property is acquired by Lender, 8-m wer'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.

- Bonower shall occupy, establish, and use the Property as Porrower's principal residence within sixty days after the execution of this Security Instrument 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 cureasonably withheld, or unless externating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment or old result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security incress. Betrower may care 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 interest in the Property or other mater'll impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower stall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall on warge unless Lender agrees to the magar in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverains 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 forfeitner or to enferce 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 retions may include paying any same secured by a lien which has priority over this Security Instrument, appearing in court, paying resonable amorneys' 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 Romower 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 Insurance. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender tapses 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 insurar approved by Lender. If substantially equivalent mortgage insurance previously is effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will

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TOGETHER WITH all the improvements All prolongers and additions shall also be approved by this Sources, and

fixures 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 reterred 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 unencombered, except for encombrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encombrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants 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. Burtower 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 tents on the Property, if any; (c) yearly hazard for 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 8, in lien 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 mortgage foan may require for Borrower's escrow as as an under the federal Real Estate Seulement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 or key ("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 basis of current data and reasonable estimates of expenditures of finure Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution we're deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, animally 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 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 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 animal accounting of the Funds, showing credits and dehits to the Funds and the purpose for virich 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 a plicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in vriting, 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 protof dy refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the struct by this Security Instrument.

- J. Application of Payments. Unless applicable law provides otherwise, all payments received by Lerue; 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, fixes and impositions annihulable to the Property which may amain priority over this Security Instrument, and leasehold payments or ground rems, if any. Borrower shall pay these obligations in the master 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 outless of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (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 sanisfactory to Lender subordinating the lien to this Security Instrument. If Linder determines that any part of the Property is subject to a lien which may amain 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

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Security Instrument, the coverants and a	greenents of each such rider shall be incorp	porated into and shall amend and supplement the
<u>-</u>	ty Instrument as if the faler(s) were a part	of this Security Instrument.
[Check applicable box(es)]	Mark 1 and 1	Mark and a Marketta
Adjustable Rate Ruler	☐ Condeminium Rider	1 4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
☐ Balloon Rider ☐ V.A. Rider	☐ Rate Improvement Rider ☐ Other(s) [specify]	☐ Second Home Rider
- ES VIE COLL	Country (spenis)	
BY SIGNING BELOW, Borrow in any ridens) executed by Borrower an Witnesses:		renants contained in this Security Instrument and
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STATE OF ILLINOIS,	Cou	uty ss:
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Flores I Than	April Fred Smell 1	and for sail county and state do hereby certify
PARTINO Y. SPORT	, personally known	to me to be the same person(s) whose name(s)
substribed to the foregoing instrument, signed and delivered the said instrument	appeared before me this day in person, and	a:knowledged that he
Signed and restricted the start instrument Given under my hand and office	ial seal, this 39 the day of	act, for the uses and purposes there we forth.
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My Commission Expires:	Nigary Public	
***************************************	Ministrations,	

OFFICIAL SEAL

DAVID A. CANEGO

MOTARY PUBLIC, STATE OF SLINGS

MY COMMISSION FROM RES. 518, 12, 200

FRA TA #:

Loan Number:

391-573672-3

021-5736723

CONDOMINIUM RIDER

THIS CONDOMINIUM 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

FLEET MORTGAGE ROWP. . A SOUTH CAROLINA CORPORATION

(the "Lender") of the same late and covering the Property described in the Security Instrument and located at:

681 ELMRURST ROAD #C DES FLAINES. IL 60016

[Property Address]

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

KATHLEEN DRIVE CONDOMINIUM

[Name of Condominium Project]

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

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in

the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

B. Hazard Insurance. So long as the Owners Association maintains, with a geterally accepted insurance carrier, a "master" or "blanket" policy on the Condominum 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:

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MULTISTATE	CONDOMINIUM	RIDER-Single Fami	ly FNMA/FHLMC	UNIFORM INSTRU	MENT
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Loan Number:

391-573672-3

021-5736723

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lorder 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 insurance

coverage.

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

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

form, amount, and extent of coverage to lender.

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

L. 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 Pro ect, 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 condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall

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021-5735723

become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOV! Borrower accepts and agrees to the terms and provisions contained in this Condominium Refer.

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