IOFFICIAL COPY

Prepared By & When Recorded, Mail To Service Corp Mortgage

1807 W. Diehl Rd. Naperville, IL 60563

97069893

Attn: Nancy J. Gemkow

Losa No:

7379400-MO



DEPT-01 RECURDING

\$39.50 T#8009 TRAN 6978 01/31/97 11:19:00

#2701 # SK *-97-069893

COOK COUNTY RECORDER

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Saace Above This Line For Recording Data

MORTGAGE

THIS MORTGAGE ("So we'ty Instrument") is given on	January 29	
19 97 . The more gagor is reas . Bhatt and Vasanti P. B	batt, husband & wife	
(*Borrower	"). This Security Instrument	is given to
Motorola Employees Credit Union, its successors and/or assi		, which is organized and existing
under the laws of Illinois	, and whose address is	
1205 East Algonquin Road, Schaumburg, 17, 60 96		("Lender").
	ed Sixty Thousand Dollars ar	
Dollars (U.S.)	260,000.00). This do	bt is evidenced by Borrower's note
deted the same date as this Security Instrument ("Note"), whis paid earlier, due and payable on 02/01/12		
modifications of the Note; (b) the payment of the debt evidenced by modifications of the Note; (b) the payment of all other sums, security of this Security Instrument; and (c) the performance lastrument and the Note. For this purpose, Borrower does he described property located in	with interest, advanced under of Berry wer's covenants and	r paragraph 7 to protect the agreements under this Security

PARCEL 1: LOT 45 IN HILLDALE GREEN, BEING A SUBDIVISION OF PART OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN MCCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1994 AS DOCUMENT 94906285 AND CERTIFICATES OF CORRECTION RECORDED AS DOCUMENT NOS. 004-009,475, 95-168,742 AND 95-095,271, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL I AS SHOWN ON THE PLAT OF SUBDIVISION OF HILLDALE GREEN, AFORESAID.

PIN: 07-08-200-057

which has the address of

1457 Della Drive

Hoffman Estates

Illinois

60195 IZ- Cet ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

ILLINOIS

- Single Family -

Famile Mac/Freddie Mac UNIFORM INSTRUMENT

Ferm 3014

7. B.

Property of Cook County Clerk's Office

9706989;

BORROWER COVEN IT the Boo over is far fully a fixed of the estate hereby ponvelor 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 jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges.

 Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Fenda") 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 Burrower 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 mortgage loan may require for Borrower's escrow account under the federal Real Errate Settlement Procedures Act of 1974 as amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lense amount. Lender may estimate the amount of Funds 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, institumentality, or entity (including Lender, if Lender is such an invitation) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Eurower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Item, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Levin may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Levin in connection with this learn, unless applicable law provides otherwise. Unless an agreement is made or applicable in 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, vithout 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 Items when due, cender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower chall make up the deficiency in no more than twelve monthly payments, at the Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall are notly 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 sums accured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Gender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to any onts 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, accessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any 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 salisfactory 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.

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

7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to

Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the
insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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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 accurity is not lessened. If the restoration or repair is not economically feasible or Lender's accurity would be lessened, the insurance proceeds shall be applied to the sums accured 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 of a store the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-(ay period will begin when the notice is given.

Unless Lender an 18 prower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Borrower shall occupy, stablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue 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 fireumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, all sw the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or you conding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrowe, may cure such a default and reinstate, as provided in peragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrows 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 evidence by the Note, including, but not limited to. representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If home were requires fee title to the Property. the lessehold and the fee title shall not merge unless Lender agrees to the merger in aming.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may tight scantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or feed have or to enforce lears 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 sams occurred by a lien which has primitly over this Security Instrument, appearing in court, paying responsible attorneys' fees and entering on the Property of 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 at Art by this Security Instrument. Unless borrower and Lender agree to other terms of payment, these amounts shall near interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lander to borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loss 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 insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option

of Lender, if mortgage insurance to trace to the amount and for the period that tender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 19. 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 Froperty, 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 smount 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less that the amount of the sums accured 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 and the sums are then due.

If the Property is about and by borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or suffice a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is ambirized 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 so used by this Security instrument granted by Lender to any successor in interest of Borrower shall 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 to 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; C. Signers. The coverance and agreements of this Security Instrument shall bind and benefit the successors and essigns 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 farm of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agreed that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges of located 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 he rrower 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 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 insperty Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 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. I cap ver built by given one conformed copy of the line and of this Security Instrument.

17. Transfer of the Property or a Benefecial 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 3% 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 those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (er such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of rale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred by owever, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- is. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") is collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Services unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given a 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 my other information required by applicable law.
- 20. Hazardous Substances. Berrower a all not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Byrrower shall not do, nor allow more elae 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 querities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to main enance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Lubstance 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 to toxic or bazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic penticides and herbicides, volatile solvents, materials containing ashestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any coverant or agreement in this Security Instrument (but not prior to acceleration unity 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 day, 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 set of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, i ender 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 accurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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	_	Borsewer Waives all right of homestead exemption	_~ _
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	'कड Rider	Rate Emprovement Rider	Second Home Rider
	Set(s) [Specify]		
	ONING BELOW, Borrows	accepts and agreed to the terms and conserved con	tained in this Security
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(the "Lender")

U NOTIFICATION INTO Y

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THIS ADJUSTABLE RATE BALLOON RIDER is made this 29th day of January, 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 Adjustable Rate Note (the "Note") to

Notorola Employees Credit Union, its successors and/or assigns
of the same date and covering the property described in the Security Instrument and located at:
1457 Della Drive, Noffman Estates, It 60195

Securety Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST SATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE IS PAYABLE IN FULL AT MATURITY. BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

ADDITIONAL COV INANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further coverant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES AND FINAL BALLOON PAYMENT

The Note provides for an infall interest rate of \$, 500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

3. PAYMENTS

• •

(C) Monthly Payment Changes and Final Balloon Payment

Changes in my monthly payment will reflect change, in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Sections 4 of this Note. The monthly payment is calculated by determining the amount of the monthly payment that would be sufficient at the initial interest rate to repay the principal in full based on a 30 year amortization achedule. I understand that the monthly payments will not fully amortize the team over the 15 year loan terration I must pay the remaining principal balance and unpaid interest then due in full on the Maturity Date.

I understand that Note Holder is under no obligation to refinance or modify the Note at the Maturity Date, or to extend the Maturity Date that I will have to pay the balance due from my own resources or find a lender, which may be the Lender with which I have this loan, willing to lend me the money to repay the Note.

4. INTEREST RATE AND MONTELY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay way change on the first day of February 2002 and on fast lay every 60th 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 wealth average yield on United States Treasury accurities adjusted to a constant maturity of 1 year, as made available by the Felleral 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 which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three percentage point(s) (3.00 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the next highest one-eighth of 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.

s amount of the monthly payment at the new interest rate that would be sufficient paid principal that I am expected to owe at the Change Date in fell based on the accordination schedule action 3(C) above. The result of this calculation will be the new amount of my secondly payment.

is on Interest Rate Charges

- not rate I am required to pay at the first Change Date will not be greater than 2.500 % or loss than Thereafter, my inflictant rate will sever be increased by more than 4.800 % or demand by more than on any single Change Date from the rate of interest I have been paying for the preceding 60 months. My all sever be greater than 13.500 %, which is called the "Maximum Rate" nor will it be decreased by percentage points below the initial interest Rate or the Margin, whichever is higher.
- · Date of Thought

... sees rate will become effective an early Change Date. I will pay the amount of my new monthly payment he first may payeen date after the Change Date until the amount of my monthly payment changes

- Holder will deliver or rail to me a notice of any changes in my interest rate and the emount of my mouthly ere the effective date of we change. The motion will include information required by law to be given no and an implementation of a partial who will answer my question any have repeting the notion.

NG BELOW, Borrower accepts and person to the terms and covenants contained in this Adjustable Rate

(Scal) -Bottowe:

(Seal)

-Borrows:

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29th day of January 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

Motorola Employees Credit Union, its successors and/or assigns

. (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

<u> 1457</u> Della Drive,Noffman Estates,IL 60195

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

Agreement dated October 9, 1984 recorded October 12, 1984 as Document 27292716 and filed October 12, 1984 as Document LR2299439.

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

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the curr or on areas and facilities of the PUD (the "Owners Association") and the uses, benefit: and proceeds of Borrower's imerest.

FUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree 25 follows:

- A. FUD Obligations. Borrower shell perform all the 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 Cwners 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 As ociation 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 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 bessed insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain beard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Ormen Association policy.

Borrower shall give Lender prompt notice of any lapse in maired hazard insurance coverage provided by the master of clanket 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 Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by this Security to you, sent, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reesonable to instruct that the Owners Accociation 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 Preperty 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 this Security Instruction 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 ownsent, 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 uther casualty or in the case of a taking by condemnation or eminent domain:

: minution of professional management assumption of self-ranagement of the Owners Association;

action which would have the effect of rendering the public liability increases coverage maintained by the ention unacceptable to Lander.

.es. If Borrower does not pay PUD dress and assessments when due, then lander may pay them.

**Subursed by Leader under this paragraph F shall become additional debt of Borrower secured by the unent. Unless Borrower and Lander agree to other terms of payment, these amounts shall been interest from berromms at the Note rate and shall be payable, with interest, upon notice from Lander to Borrower . ., west.

Property of Coot County Clart's O BELOW, Borrower accepts and agrees to the terms and previsions contained in this PUD Rider.

(Seal) -Borrocer

(Seal) -Sestower

ATE FUD REPORT

Form 3150 9/90 **up 2 of 2 pages**;