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•	, , ,	DEPT-01 RECORDING T40001 TRAN 9193 (#7696 # RH #- COOK COUNTY RECO	97-354550
	•	DEPT-10 PENALTY	\$32.00
(Space Above This Line	A)		DOCUMENT NUMBER
			2500
THIS MORTGAGE ("Security Instrument") is given on	MAY 15	EN MARRIED). This Security Instrum	,199792 ph
omenized and existing under the lows of the	ATES OF AMERI	CA and w	, wnich is hose address
is 633 LASALLE STREET, OTTAWA, ILLINOIS 613	50	PROCESSION OF THE PROCESSION O	("Lender).
Borrower owes Lender the principal sum or. FOUR. THOUSA (U.S. \$4,00090). This debt is evidence only Borrower's	s note dated the s	ame date as this Secur	ity instrument
("Note"), which provides, with the full debt, to to forgiven o	nJUNE.120	(02	If not
repaid at an earlier date pursuant to the note. This Security the debt evidenced by the Note, with interest, and all renews	instrument securi	as to Lender: (a) the re d modifications of the h	epayment of Note: (b) the
payment of all other sums, with interest, advanced uncer pa	ragraph 5 to prote	et the security of this S	ecurity
Instrument; and (c) the performance of Borrower's covenant	a 2nd agreements	s under this Security In:	strument and
the Note. For this purpose, Borrower does hereby mortgage property located in	, g.e and convey County, Illinois:	y to Lender the followin	g described
PARCEL 1: UNIT 120-6 TOGETHER WITH ITS UNDIV COMMON ELEMENTS IN BOARDWALK CONDOMINIUM AS			
DECLARATION RECORDED AS DOCUMENT NO. 226338	366, AS AMENIA	er. In the northe	ast
1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE			
MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL : THE BENEFIT OF PARCEL I AS SET FORTH AND DEE			
RECORDED AS DOCUMENT NO. 21917836 FOR INCRES			
ILLINOIS. PERMANENT INDEX NO.: 08-32-200-01			
120 DORDEWALE DI ACE INI	m Eb		C54550
which has the address of	H98		
ELK GROVE VILLAGE			Address");
[City]	(Zip	Code}	
TOGETHER WITH all the improvements now or heres	after erected on th	e property, and all eas	ements,
appurtenances, and fixtures now or hereafter a part of the proovered by this Security Instrument. All of the foregoing is re	operty. All replace	iments and additions st	hali also be
BORROWER COVENANTS that Borrower is lawfully to	seized of the estat	e hereby conveyed and	has the
right to mortgage, grant and convey the Property and that the	a Property is unen	cumbered, except lok	0
ILLINOIS-Single Family-Illinois League of Financial Institutions Affor	dahla Housing Progr	rem (C)/16	age 1 ot 6
Statewide Set-Aside Project	RENIE HARBIIIÀ I IAA		7

Box 392

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. Charges; Liena. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations 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, Burrower 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 whiting 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 Crinder subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to allen which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lier. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of runce.

3. Hazard or Property Insurance. Borrower shall keep the Improvements now existing or hereafter erected on the Property insured against (be) 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 ac proval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender mry, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

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

Unless Lender and Borrower otherwise agree in writing, insurance receeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically too libe and Lender's security is not lessened. If the restoration or repair is not economically lessible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments, if under paragraph 19 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.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan 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 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 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 could result

Page 2 of 6

In Indeliture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 16, 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. 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 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.

5. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce is a regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has pricrity over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property for size repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disburred by Lender under this paragraph 5 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.

- 6. 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 directly coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to 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 lander 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 Londer, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance entils in accordance with any written agreement between Borrower and Lender or applicable law.
- 7. 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.
- 8. 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 ahall 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 than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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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 paragraph 1 or change the amount of

such payments.

9. 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 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 in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-aigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. 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, forbear or make any accommodations

with regard to the terms of this Seculity histrument or the Note without that Borrower's consent.

11. Loan Charges. If the loan sicured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to 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 rejurced 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 charge under the Note.

12. Notices. Any notice to Borrower provided for in init decurity 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.

- 13. 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 clease 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 and the provisions of this Security Instrument and the Note are declared to be severable.
- 14. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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16. Borrower's Right to Reinstate. If Borrower mests 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 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 continue 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 reinstate shall not apply in the case of acceleration under paragraph 15.

17. 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") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 12 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.

18. Hazardous Substance. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance, 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 no management and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "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 asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, sulety or environmental protection.

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

- 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the retice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or sefore the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 20. Release. Upon either the expiration of five years from the date of the first payment on the lirst mortgage or the reimbursement of the remaining sums due. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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 22. Riders to this Set together with this Security in and shall amend and supple 	strument, the covenants and agreements	estead exemption in the Property. are executed by Borrower and recorded of each such rider shall be incorporated into is Security Instrument as if the rider(s) were
Adjustable Rate Rider	Condominium Rider	14 Family Rider
Graduated Payment Ride	r Planned Unit Development Rider	Blweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [spacify]	romissory Note and Promissory Note Rid	er
	Borrower accepts and agrees to the terrexecuted by Borrower and recorded with	ns and covenants contained in this Security it.
Witnesses:	Ox Charles	tte lova (Seal)
***************************************	Social Securi	ny Number 335-54-4600
** <u>*********************************</u>		Borrower
		y Number
		Borrower (Seal)
	Social Security	v N/mber
STATE OF ILLINOIS,	elles grad	County ss:
and for said county and state,	do hereby certify that	Harris Harris Harris St. Commencer C
whose name(s)	subscribed to the foregoing instrument	, appeared before me this day in person, he said instrument as
Given under my hand of My Commission expires:	free and voluntary act, for the and official seal, thisday	of 19
Y	aaaaaaaaannin 🗡	Notary Public
	"OFFICIAL SEAL" Sandra K. Falcone Notary Public, State of Illinois S My Commission Expires 09/07/99 Secretal Control of the Co	

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	(Space Above This Line For Recording Data)
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100	PROMISSORY NOTE RIDER
	·
TO CANA	PROMISSORY NOTE RIDER

PROMISSORY NOTE RIDER

THIS PROMISSORY NOTE RIDER. ("Rider") is made this 15th day of MAY incorporated into and shall be deemed to arriend and supplement a Note in the amount of \$ 4,000.00	19_97, and is
incorporated into and shall be deemed to amend and supplement a Note in the amount of \$ 4,000.00	dated an
even date herewith, executed by the Undersigned ("Borrower") to FIRST FEDERAL SAVINGS BANK	
("Lender") secured by a Mortgage or Deed of Trust dated an even date herewith.	

In addition to the agreements and provisions made in said Note, Borrower and Lender further agree as follows: This forgivable loan is originated pursuant to the Illinois League of Financial Institutions' Affordable Housing Program ("Program"). The Borrower has received subsidy funds under the Program in the amount of \$\frac{4,000.00}{200.00}\$ be a second mortgage on the subject property according to the conditions set forth in the Affordable Housing Program application dated 7/30/96. The Borrower hereby acknowledges racelpt of such subsidy funds in the form of this forgivable loan.

The Borrower and Lender agree that each year twenty percent of the sunsidy funds will be forgiven. Upon completion of a five year term, no amounts will remain due. In the event that the property financed pursuant to the Program is not or ceases to be used for the purpose(s) approved by the Federa Fome Loan Bank of Chicago and the Federal Housing Finance Board, the Borrower shall refund the subsidy funds as relieves: twenty percent of the total subsidy received by Borrower shall be forgiven for each year that the Borrower maintains the property as their principal residence. Lender will consider the anniversary of the date on which the first payment is made by the Borrower on the first mortgage loan advanced by the Lender to finance the subject property ("First Mortgage Initial Loan Payment Date") in forgiving and/or prorating the subsidy. No credit will be given for partial years of ownership or ratioency. Borrower agrees to provide the Lender all and any information that Lender, the Federal Home Loan Bank or the illinois League of Financial Institutions, deems to be necessary to provide evidence of continued compliance with the program.

The Borrower and Lender further agree that if the property financed pursuant to the Program is sold within five years of the Borrower's First Mortgage Initial Loan Payment Date any gain on sale will be applied as repayment of any unused 🗘 subsidy funds as follows: twenty percent of the total for each year remaining on the five year term from the date of Borrower's First Mortgage Initial Loan Payment. No credit will be given for partial years of ownership or residency. The amount of subsidy to be repaid shall not exceed the gain on sale.

Gain on sale is defined as the cash to you as Seller of the property, after paying standard seller closing costs, less your initial investment (earnest money and cash required from you as borrower) when you purchased the property. Gain on sale will be computed by Lender based upon its review of the appropriate H.U.D. Settlement Statements for the purchase and sale of the mortgage property.

All subsidies can be recovered if a property is sold for less than fair market price in a less than arms length transaction.

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633 LASALLE STREET, OTTAWA, II	ds shall be made directly to FIRST FEDERAL SAVINGS BANK (Name of Institution)
(Street Address)	(City, State, Zip)
forth above, Lender may commence legal s	in the event aubsidy funds are not repaid in accordance with the provisions ation to collect such funds in accordance with the terms of this Agreement at addition to any sums incurred in collection of this amount.
This Promissory Note Rider shall exprequire repayment at an earlier date.	re on JUNE 1 20 02, unless the terms of this Agreement
IN WITNESS WHEREPF, Borrower	es-executed this Promissory Note Rider.
Borrower	Date
Co-Borrower O	Date
	Date County Contact of the County Contact of the County Contact of the County C
	T'S OFFICE