98548554

DEPT-01 RECORDING

\$53.50

- T\$0009 TRAN 3030 06/26/98 13:38:00
- \$7806 \$ CG #-98-548554
- COOK COUNTY RECORDER

SPACE ABOVE FOR RECORDERS USE

Prepared by: G. CASTILLO COUNTRYWIDE HOME LOANS, INC. 9532 WEST 147TH STREET ORLAND PARK, IL 60462-

WHEN RECORDED MAIL TO: COUNTRYWIDE HUMF, LOANS, INC. MSN SV-79 / DOCUMENT CONTROL DEPT. P.O. BOX 10256 VAN NUYS, CALIFORNIA 91/10-0266

LOAN #: 1669034

ESCROW/CLOSING #: AC128882

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 19, 1998 TIMOTHY L HENNESSY, A SINGLE MAN

. The mortgagor is

and whose address is

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

COUNTRYWIDE HOME LOANS, INC. which is organized and existing under the laws of NEW YORK 4500 PARK GRANADA, CALABASAS, CA 91302-1613

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

ONE HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED and 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 197,700.00 Instrument ("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 July 1, 2028 Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, For this purpose, Borrower does hereby mortgage grant and convey to Lender the following described property located in COOK County, Illinois:

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

**™P -6H(IL)** (9502).01

CHL (10/96)

VMP MORTGAGE FORMS - (800)521-7281

Form 3014 9/90





98548554

LOAN #: 1669034

SEE ATTACHED LEGAL DESCRIPTION ADDENDUM

Parcel ID#: 27-03 211-010

which has the address of 14512 LAKE RIDGE UNIT 344 , ORLAND PARK

[Street, City]

Illinois 60462-

"operty Address");

[Zip Code]

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."

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

will defend generally the title to the Property against of 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 i istrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant at diagree as follows:

1. Payment of Principal and Interest; Prepayment and I ale Charges. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any repayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable la v or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (l) any sums payable by Borrower 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 Estate Statlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("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 he lesser 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, instrumer at y, 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, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to naits 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 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 piedged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow liems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or safe of the

> initials:##// Form 3014 9/90

LOAN #: 1669034

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender 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, 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 satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender on the Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insura ic... Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance 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 m intain 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 accordible 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.

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 fea ible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be to seried, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with one excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that no 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 Londer 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 a count of the payments. If under paragraph 21 the Property is acquired by Londer, 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 the immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Joan Application; Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within six y drys after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for press 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 in pair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any for iture action or proceeding, 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. Borrower may cure 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 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 Lander agrees to the merger in writing.

not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements 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 laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include.

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paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender viii accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer 've, equired, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provide a by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain and agage 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.
- 10. Condemnation. The proceeds of any a varid 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 Borrowe. 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 Lander 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 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required 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.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear the make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to 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 herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

Instrument shall be deened 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 conflicts with applicable are, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrowe shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is 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 is 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 Bette wer 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 Berre wer.

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 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 equire 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 17.

19. 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 has may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental flags.

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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 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos 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 covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 (2), 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, for closure 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 c. 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by a is Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may crarge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestead. Borrower waives all right of homesteral exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Other(s) [specify]	
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Initials: 49/90

LOAN #: 1669034

BY SIGNING BELOW, Borrower accepts any rider(s) executed by Borrower and recorded Witnesses:	and agrees to the terms and covenants contained in this Security Instrument and it with it.
	TIMOTHY L HENNESSY (Scal)  -Borrewer
00	(Scal)
Open and a second	-Borrower
70 <sub>jr</sub>	-Borrower
STATE OF ILLINOIS, COC.	County ss:
The underscopes	, a Notary Public in and for said county and state do hereby certify that
the control of the co	personally known to me to be the same person(s) whose name(s)
signed and delivered the said incidence is a signed	poson me this day in person, and acknowledged that The
TRACE.	IL SEATING TO THE SACE IN THE SEATING THE
My Commission Expires: Notany Public, s My Commission E	Mole of Illinois Notary Public

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#### PLANNED UNIT DEVELOPMENT RIDER

WHEN RECORDED MAPLTO: COUNTRYWIDE HOME LOAMS, 126.

MSN SV-79 / DOCUMENT CONTROL DEFT. P.O. BOX 10266 VAN NUYS, CALIFORNIA 91410-026(

LOAN #: 1669034

ESCHOW/CLOSING #:AC128882

SPACE ABOVE FOR RECORDERS USE

PARCEL ID #: 27-08-211-010 Prepared by: G. CASTILLO

COUNTRYWIDE HOME LOANS, INC. 9532 WEST 147TH STREET

ORLAND PARK, IL 60462-

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 19th day of June , 1998, 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

COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security I strument and located at: 14512 LAKE RIDGE UNIT 344, ORLAND PARK, IL 60462-

[Property Address]

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 1 of 4

-7U (9705).01 CHL (09/97)

VMP MORTGAGE FORMS - (800)521-7291

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LOAN #: 1669034

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels r and r are r and r and r are r are r and r are r

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

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

[Name of Planned Unit Development]

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

PUD COVENANTS. In addition to a covenants and agreements made in the Security Instrument,

Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perforn all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards conder requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly of yment to Lender of the yearly

premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Covers Association policy.

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

the master or blanket policy.

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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 the Security Instrument, with any excess paid to Borrower.

C. Public Livellity Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association regulations 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 or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrover shall not, except after notice to Lender and with Lender's prior

written consent, either partition or subdivide the reperty or consent to:

(i) the abandonment or termination of the PUD except for abandonment or termination required by law in the case of substantial destruction by fire or other calculaty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Consuments" 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 ne jublic liability insurance coverage

maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when are, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional the of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, were amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with unerest, upon notice from Lender to Borrower requesting payment.

Initials: /// Form 3150 9/90

		UAN #: 1669034
BY SIGNING BELOW, Borrow	er accepts and agrees to the terms and provision	ns contained in this PUD Rider.
DOO PA	TIMOTHY L HENNESSY	/ 6/19/98 (Scal) - Borrower
	) <u>r</u>	(Scal)
	Co	Borrower
	<u> </u>	(Scal)
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		(Scal)
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-7U (9705).01 CHL (09/97)	Page 4 of 4	Form 3150 9/90

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#### PXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

WHEN RECORDED MAIL TO: COUNTRYWIDE HOME LOANS, INC.

MSN SV-79 / DOCUMENT CONTROL DEPT. P.O. BOX: 10266 VAN NUYS, CALIFORNIA 91410-0266

SPACE ABOVE FOR RECORDERS USE

PARCEL ID #: 27-08-211-010 Prepared by: G. CASTILLO

COUNTRYWIDE HOME LOANS, INC. 9532 WEST 147TH STREET URLAND PARK, IL 60462-

LOAN #: 1669034

ESCHOWICLOSING #:AC128882

COUNTRYWIDE HOME LOANS, INC.

THIS FIXED/ADJUSTABLE RATE RIDER is made uns 19th day of June 1998 , and is. incorporated into and shall be deemed to amend and supplement in Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the unders and (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX Single Family

Uniform Instrument Page 1 of 5 -843U (9705).01 CHL (09/97) VMP Mortgage Forms - (800)521-7291

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ARM 5/1, 7/1 & 10/1 Rider

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#### **UNOFFICIAL COPY**

LOAN #: 1669034

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 14512 LAKE RIDGE UNIT 344, ORLAND PARK IL, 60462[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTERESTRATE TO AN ADJUSTABLE INTERESTRATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.000 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

#### 4. ADJUSTABLE INTEREST RATE AND MON THLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of July , 2003, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate change to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

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

If the Index is not longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date; the Note Holder will calculate my new interest rate by adding
TWO & THREE-QUARTERS percentage point(s) (2.750 %) to the Current Index. The Note

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ARM 5/1, 7/1 & 10/1 Rider

LOAN #: 1669034

Holder will then round the result of this addition to the nearest 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.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.000 % or less than 5.000 %. Thereafter my adjustable interest rate will never be increased or decreased on any single Change Date by more than two preceding points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.000 %.

(E) Effective Date of Changes.

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

(F) Notice of Changes

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

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

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ANOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without 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.

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LOAN #: 1669034

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 an id 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 reme rice permitted by this Security Instrument without further notice or demand on Borrower.

2. WHEN P DRROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is so I 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 or on shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a rew loan were being made to the transferce; and (b) Lender reasonably determines that Lender's requirity will not be impaired by the loan assumption and that the risk of a breach of any coverant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 50 days from the date the notice is delivered or mailed within which Borrower must pay all soms 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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Fixed/Adjustable Rate Rider.  Inuta (1919)  TIMOTHY L HENNESSY	ed in this
TIMOTHY L HENNESSY	(Scal)
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	(Seal) -Borrower
-0/Co.	(Scal)- Borrower
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RM 5/1, 7/1 & 10/1 Rider	

98548554

Prepared by: G. CASTILLO

06/19/98

BORROWER: TIMOTHY L HENNESSY

CASE #:

DATE:

LOAN #: 1669034

PROPERTY ADDRESS: 14512 LAKE RIDGE UNIT 344 ORLAND PARK, IL. 60462-

COUNTRYWIDE HOME LOANS, INC.

BRANCH #115 9532 WEST 147TH STREET ORLAND PARK, IL 60462-

(708)403-0495

#### LEGAL DESCRIPTION EXHIBIT A

PARCEL 1:

PARCEL 344 IN CRYSTAL TREE THIRD ADDITION, BEING A SUBDIVISION OF PARTS OF LOTS 103, 10: AND 213 IN CRYSTAL TREE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MER DIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PRIVATE ROADWAY EXEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 215, FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1983 AS DOCUMENT 88121062 AND RE-RECORDED APRIL 28. 1988 AS DOCUMENT 88178671 AND CREATED BY DEED DATED OCTOBER 2, 1989 AND RECORDED NOVEMBER 9, 1989 AS DOCUMENT 89535626 IN COOK COUNTY, ILLINOIS.

PRIVATE ROADWAY EASEMENT APPURTERANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 475 FOR INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT 53121062 AND RE-RECORDED APRIL 28,1988 AS DOCUMENT 88178671 AND CREATED BY DEED DATED OCTOBER 2,1989 AND RECORDED ik to Clarks Office NOVEMBER 98,1989 AS DOCUMENT 89535626 IN COOK COUNTY, ILLINOIS.

P.I.N.# 27-08-211-010

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