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LOAN NUMBER: 152668

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MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on JUNE 25TH, 1998. The mortgagor is MARIA KEAL ("Borrower"). This Security Instrument is given to PHH MORTGAGE SERVICES CORPORATION, which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY MT. LAUREL NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal some of ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$133,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 01ST 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the pay next 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:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGA, DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS 305 COUNTRY LANE

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HEREWITH: THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES

PREPARED BY: STACY KNECHT

which has the address of 305 COUNTRY LANE, DES PLAINES, Illinois 60016 ("Property Address");

ILLANOIS - Single Family - Famile Mar/Freddle Mac UNIFORM INSTRUMENT 368 to 176 (DILO)

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Property which may strain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall per paragraph 2, or if not paid in that manner, Borrower shall psy them on time directly to Lender all notices of amounts to be paid under this paragraph. If Borrower ahall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments.

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

3, Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under under the Note; second, to amounts payable under under the Note; second, to amounts payable under

urity instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

Upon payment in full of all sums secured by this Security Instrument, Lender shall prompily colored to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to for sequisition 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 secured by this

payments, at Lander's sole discretion.

for the excess Funds in accordance with the requirements of applicable law. If the amount the Funds held by Londer at any time is not sufficient to pay the Escrow Items 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 deficioncy in no more than twelve monthly

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

(including Lender, if Lender is such an institution) of the finds and spelling the Funds, annually analyzing the sectow account, or section literate. Lender may not cliarge Borrower for holding and applying the Funds, annually analyzing the section account, or verifying the Eurow Items, unless Lender pays Borrower inverse on the Funds and applicable law permits Lender in connection with this loan, unless applicable law previde otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay storiower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest and debits to the Funds and the Funds and the Funds and secounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was among of the Funds, showing credits and debits to the Funds and the Punds are precised to which each debit to the Funds and the Funds are precised as additional security for all sums secured by inta Security Instrument.

The Punds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes and states and statements are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes and ground rents on the Property; (b) yearly leasehold payments or ground rents on the Property; (b) yearly leasehold payments or property insurance premiums. If any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morrgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funda in an amount not to exceed the maximum amount a lender for a federally related morrgage insurance premiums. These items are called "Escrow Items." Lender loan may require for Borrower's 6-crow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time, to U.S.C. § 2601 or seq. ("RESPA"), unless another law that applies to the Funda for a federally related morrgage in any time, collect and hold Funda in amount not to exceed the lesser amount. Lender may estimate the amount of Funda may, at any time, collect and hold Funda in amount not to exceed the lesser amount. Lender may estimate the amount of Funda may, at any time, collect and hold Funda in amount of expenditures of future Escrow Items or otherwise in accordance with applicable luw.

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

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

BORROWER COVENANTS that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

All of the foregoing is referred to in this Security instrument as the "Property."

All the foreign continues is recovered to the Market of the estatement in the set of the set

TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurienances, and flattures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument.

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UNIT 305 IN COUNTRY HOMES OF BECK LAKE WOODS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATES:

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WESTERLY LINE OF ILLINOIS TOLL ROAD AND PART OF LOT 1 IN LEVERENTZ SUBDIVISION LYING WEST OF THE WESTERLY LINE OF ILLINOIS TOLL ROAD; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE REGLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 27402543 TOGETHER IN ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS. Cook County Clark's Office

PERMANENT INDEX NUMBER: 09-09-201-056-1021

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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 may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the 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.

Unless Lender and Corrower 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 security is not lessened. If the restoration or repair is not economically feasible 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 otherwist a ree 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 21 the Property is acquired by Lender, Borrover's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's 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. Burrower 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 judgmen 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 Frederiv or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in lefault if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or felled 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.
- 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 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.

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consider the same days and more and

duces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Nois. By choose to make this refund by i educing the principal owed under the Note of by making a direct paying to borrower. He decided the principal owed under the Note of by making a direct paying to Borrower. He decided the regiment and treatment of the principal organization of the material site regiment and treatment of the principal organization organiza indit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower use characters in make this refunded to Borrower which exceeded permitted limits will be refunded to Borrower. We have no making a chiral national in Romana in Remover the Marie or by making a chiral to Romana in Remover in he permitted limits, then: (8) any such loan charge shall be reduced by the amount on with with the neutronium with the situation of the difficient and the amount of the charge to the law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan transmitted for the same to read the same to read the same to read the same to read the same transmitted for the same t Jan to me terms of me occurry mentanent or me rote without time to accurre. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, is smally interment so that "he interest or other loan character collected or to be collected in connection with the loan.

ment; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any other Borrower may agree to extend, modify, forbest or make any accommons or the Monte without that the meaning of this contract. Instrument or the Monte without that the meaning and the meaning of the Ity under the terms of this Security Instrument; (b) is not personally obligated to pay the sums accurate and accountry instrument; (c) is not personally obligated to pay the sums secured by this Security instrument may accurate the sums secured by this Security instrument and readers and for sums accurate and accommon may accurate the sums accountry acc secure the Mote; (8) is co-signing this Security instrument only to mongage, grant and convey that Borrower was unstandard in the manufacturity instrument. The interest in the manufacturity in the convey that Borrower's interest in the manufacturity in the convex and the convex and the convex in the convex and the conve SOLTOWER'S COVERENCE AND SERECTION OF STREET AND SOLTOWER WHO CO-SIGNS IN SECURITY DESCRIPTIONS OF PROPERTY OF SOLIOONS AND SOLTOWER, SUDJECT TO THE STREET OF SOLIOONS AND SOLTOWER, SUDJECT TO THE SOLIOONS OF STREET OF SOLIOONS AND SOLIOONS OF STREET OF ST Instrument and benefit the successors and assigns of Lender and Borrowers and benefit the successors and assigns of Lender and Borrowers, subject to the provisions of paragraph of the provisions of paragraph and anomalian of the provisions of paragraph and the provision of the provisions of paragraphs of the provisions of the provi 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.

The covenants and several Liability; Co-signers.

The covenants and several Liability of this surface and several Liability of this surface of the several several

server of orbestance by Lender in exercising any right or remedy shall not be a waiver of or preclude (de service of any right or lenedy shall not be a waiver of or preclude (de service of any right or sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in security instrument by reason of any demand made by the original Borrower's successors in an fortext of Borrower's successors in the original source and any demand of the original successors in the original minience proceedings against any successor in interest or refuse to extend time around a successor in interest or refuse to extend time and the many successor in interest or refuse to extend time for payment or utility short and the many of any successor in interest or refuse in the many of any statement of utility short and one and any and analysis and analysis and analysis and any of any o of bothings of 100 (lade 13bits.) To member to both the latter of the la mortization of the sums secured by this Security Instrument granted by Lender to any succession in instrument in the sums secured by this Security Instrument granted by Lender to any succession in instrument of the original government of Sources or Romanana in an instrument of the original advances in the secure and the original security and the original II. Borrower Not the incuming payments reterrine to in paragraphies a non-activities are announced payments. Exigits in of the clime for payments of the clime accurred by the first are around the time accurred by the first are around the first contains a remark of the clime for payment of the clime for the around the first contains around the first of payment of the first of the first of payments are also of the first of payments are also of the clime for the first of payments and the first of the first of

postpone the due date of the monthly payments referred to in paragraphs | and X Or change the amount of processes in principal and the monthly payments referred to in paragraphs | and X Or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend to the due date of the manufaly payments referred to in dersorable 1 and 2 or chance the amount of such payments. suidorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by the proceeds are more than due.

an thoriver it claim for damages, Borrower falls to respond to within 30 days sifer the date the notice is given, Lender is an internal to respond to lender within 30 days sifer the date the notice is given, Lender is the manner and another the nation or mention or mention or the pronession of the nation of of the n If the Property is abandoned by Borrower, or if, after rollice by Lender to Borrower that the condemnor offers to make an results a claim for damages. Borrower falls to respond to Lender within 30 days after the data the notion is aimed. I sender is a large in a large to the condemnor of lender in a large to the condemnor of large and the large the source is a large to the condemnor of large to the condem

and Lender otherw se agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by Property immediately before the taking is less than the amount of the sums become in water and monthly before the taking, unless Bottower and and an anneal Any balance shall be paid to Bostower, and the event of a partial taking of the Property in which the fair market value of the property in which the fair market value of the property in which the fair market value of the property in which the fair market value of the property in which the fair market value of the partial taking of the sums market value of the property in which the fair market value of the partial taking the reference the raking is less than the sum of this Security Instrument whether or not the sums are ther due stims secured inmediately before the lake a divided by (b) the fair market value of the Property immediately before the taking that halance also be main to Romower. In the secured taking of the Property immediately before the taking. Security instructions shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the sums secured by the following fraction: (a) the sum of the sums secured immediately hearts the table of the high secured interesting the following fraction: (b) the sum of the sum of the proceeds multiplied by the following fraction: (a) the store of the secured interesting the sum of the secured interesting the sum of the secured interesting th Final metrical interception of the second of Value of the Property immediately before the taking is equal to 00 greater than the amount on the sums secured in the international transfer than the amount of the sums secured by this Security in which the sums secured by this Security with the sum of the sums secured by the state of the sum of whether or not then then before the frupcity, the process sum or applied to the property in which the factors of the property in which the fair market of the property in which the fair market is amount to or areaser than the amount of the property in which the fair market In the 3Vent of a fotal taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

The formula is the proceeds shall be applied to the sums secured by this Security Instrument.

condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be delibed and shall be condemnation, are hereby assigned and shall be 10. Condemnation. The proceeds of any award or claim for damages, direct or consequencial, in connection with any serious or enumeration of enumeration of enumeration of enumeration of the process of t

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.

morigage insurance of the model of to provide a loss reserve, until the requirement for morigage insurance ends in accordance with any measurement partners are premiums requirement. insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium required by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain of the months required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an incurant amount and for the period that Lender requires) provided by an incurant amount and for the period that Lender requires) provided by an incurant amount and its cheaters and its cheater written agreement between Borrower and Lender of applicable law. yearly morigage maniance premium ocurs you by southway which are mentioned to verage anysed or occasion to the said retain these payments as a loss reserve in licu of facingage insurance. Loss reserve payments may no longer be aminimal arthur nation of 1 and arthur manian arthur manian is an insurance controlled in an analysis in the national tent to the national and the said and arthur morial and an insurance controlled in an analysis in the national and an analysis in the national analysis in the na yearly morigage insurance premium being paid by Bottower when the insurance coverage lapsed or ceased to be in effect. Lender when the insurance coverage lapsed or ceased to be in effect. Lender and retain these nauments as a loss reserve in lien of my monore in oss reserve nauments may no losser to lossers. BULIVWEI VI LIE IINIIBREE LIBULAREE LIBULAREE IS BOI BVAIIBDIE, BOITOWET BIBII PBY 10 LEEIGET ESCH MORIE B SIIM EQUAL 10 OBE-IWEITH OF the insurance cremium heine neid he Entrance when the insurance coverage is not be in effect. I substantially a lander and the insurance coverage is not be in effect. I substanted to be in effect. I substanted to the insurance coverage is not be in effect. I substanted to the insurance coverage is not be in effect. I substanted to be in effect. I substanted to the insurance coverage is not be in effect. I substanted to the insurance coverage is not be insuranced to be insuranced to be insuranced. BOTTOWCI Of the mortigine previously in effect, from an alternate insurance and a substantially in effect, from an alternate insurance previously in effect, from an alternate insurance contents in an analysis in a state in an analysis in a state in a st obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost in effect, at a cost substantially equivalent to the cost in effect, at a cost substantially equivalent to the cost in effect to the mortgage insurance and a cost substantial to the cost in effect to th mortgage insurance coverage required by Lender lapace or ceases to be in effect, Borrower shall pay the premiums required notation coverage entirely activated by Lender lapace or ceases to be in effect, Borrower shall pay the premiums required to the in effect, Borrower shall pay the premiums required to the premiums required to the premium of the p Security instrument, Borrower shall pay the premiums required to maintain the morrower or a source of effect. If for any reason, in an animal instruments of the premiums required to maintain the morrower instruments required to maintain the morrower instruments required for the in effect. However, the instruments of Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by if

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior writer 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 his 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.

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

required by applicable law.

Hazardous Substances. Borrower shall not cause or permit the presence, use, dispose¹, 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 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 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.

IN WITNESS WHEREOF, I hereunio act my hand and pificial spallOPPICIAL SEAL acknowledged that SHE executed the same for the purposes herein contained. On this, the 25TH day of JUNE, 1998, before me, the subscriber, the undersigned officer, personally appeared MARIA known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and STATE OF ILLINOIS, COOK County set MADI IOE (las2) MANUFIOG. (Seal) 14WOTION (lao2) Myroniofi-(lso2) Witnesses: any rider(s) executed by Borrower and recorded within BY SICINING BELOW, Borrower accepts and sqrees to the coronants contained in this Security Instrument and in [Viscots] (s) Other(y) Second Home Rider Tale Improvement Rider Tebisi noollasi 🔲 Ciraduated Paymen Pider 🔲 Biweekly Payment Rider Planned Unit Development Rider Tabia and alcistalbA [] Tabia yliman 1-1 X Condominium Rider covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable Security instrument, the covenants and agreements of each such ritler shall be incorporated into and shall amend and supplement the Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Instrument without charge to Borrower, Borrower shall pay any recordation costs.

23. Waivers of Homestead, Borrower waives all rights of homestead exemption in the Property. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security attorneys' fees and costs of title (vidence. expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable further demand and may foreclose this Security instrument by Judicial proceeding. Lender shall be entitled to collect all notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without the right to reinstate after acceleration and the right to assert in the fornelosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the Security Instrument, foreclosure by Judicial proceedding and sale of the Property. The notice shall further inform Borrower of fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unions 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's NON-UNI FORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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MEDITION OF BUTT

PARTICIO EXPIRES OBVISADS

JOY V. PERLMAN

(puro)

(1780m) form 1814 9/9) (bulk of 0 puges)

My Commission expires:

Loan Number: 1526680 360110095 100

ORIGINAL

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25TH day of JUNE, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Feed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to PHH MORTGAGE SERVICES CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

305 COUNTRY LANE DES PLAINES, IL 60016 (Property Adultess)

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

BECK LAKE WOODS/I (Name of Condominion Project)

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

Condominium Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall periodical of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments iroposed 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 on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
 - (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property and
 - (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard inturnes coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the owners Association policy.

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

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

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE CONDOMINIUM RIDER - Single Family - F

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Witnesses:

Borrower requesting payment.

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the Security Instrument. Unices Bolyowist and Lender agree to other terms of payment, these amounts shall bear them. Any amounts ciabursed by Lender under this paragraph F shall become additional debt of Borrower secured by F. Remedies. If Borrower as a not pay Condominium dues and assessments when due, the Lender may pay the Owners Association in acceptable to Lender. (iv) any action vy len would have the effect of rendering the public liability insurance coverage maintained by Association; pr (iii) issuinan of professional management and assumption of self-management of the Owners penelli of 'Ler; der; (ii) the any amondment to any provision of the Constituent Documents if the provision is for the express condendation or eminent domains required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by (i) the abandonment or termination of the condominium Project, except for abandonment or termination written consent, either partition or subdivide the Property or consent to: E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10. paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to 1236680

Ridor. BY SIGNING BELOW, Borrower accepts and agreed to terms and provision contained in this Condominium

interest from the date of disbursement at the Hoter rate and shall be payable, with interest, upon notice from Lender to

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(Page 2 of 2)

(O+210) 96/8 (S) 3-VC010 MOLTICIANTE CONFOMINION RIDER - SINFIG Family Frank Mark Fracks Mac Univorky Instrument