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PRUDENTIAL H	OME MORTGAGE (Space Ab	ove This Line For Scording Oma)	A. C.	
INSTRUMENT PI	REPARED BY	AODTC ACE		

MORTGAGE

THIS MORTGAGE ('Security Instrument') is given on	FEBRUARY 28,
1991 The medgagor is MARGARET M. O'MALLEY, AN UNMARRIED PERSON.	
AN UNMARRIED PERSON.,	Spirith n. 1
	<u> </u>
('Borrower'). This	Security Instrument is given to
('Borrower'). This THE PRUDENTIAL ROME MORTGAGE COMPANY,	INC. , which is organized and existing
under the laws of THE STATE OF NEW JERSEY	and whose address is
8000 MARYLAND AVENUE, SUITE 1400, CLAS	TON, MISSOURL 63105 ("Lender").
Borrower owes Lender the principal sur 1 of ONE HUNDRED-FC	OUR THOUSAND EIGHT HUNDRED
AND NO/100	
AND NO/100 Dollars (U.S. 5 104,800,00	
dated the same date as this Security Instrument ("Note"), which provided	ides for monthly payments, with the full debt, if not
dated the same date as this Security Instrument ('Note'), which prov paid earlier, due and payable on MARCH 01, 1996	
secures to Lender; (a) the repayment of the deb evidenced by the !	
modifications; (b) the payment of all other sums, w' "interest, advan-	iced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenan	ts and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mot gagt, grant a located in	and convey to Lender the following described property
located in DU 7 R G %	County, Illinois:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

THIS IS A PURCHASE MONEY MORTGAGE

THE MORTGAGOR(S) AGREE TO PAY A LATE PAYMENT SERVICE CHARGE ROT TO EXCEED FOUR (4) CENTS FOR EACH DOLLAR (\$1.00) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

which h	as the address of			STREET	2	CHICAGO	
Illinois	60	657	(Stre			(City)	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Property of Coot County Clerk's Office

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1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ('Funds') equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called 'escrow items.' Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Londs held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Londer. If under paragraph 19 the Property is sold or acquired by Londer, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Londer, any Funds held by Londer at the time of application as a credit prior to the sums secured by this Security Instrument.

3. Application of Pryments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Lorrower shall pay all taxes, assessments, charges, lines 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 who manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person of all 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 time 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 forfeiture of any plan of the Property; 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 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 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.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the ascrance 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 paragraphs 1 and 2 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.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 to enforce laws or regulations), then I ender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. I ender'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.

UNIT NUMBER 806-2, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, (HEREI VALUE REFERRED TO AS A "MARCEL") LIGIS 11-10 29, BOTH INCLUSIVE, IN BLOCK 2, IN WOODLAND, A SUBDIVISION OF THE EAST 1/2 OF BLOCK 5. IN THE CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND LOTS 28 AND 29, IN BLOCK 1, IN WOODLAND, A SURDIVISION OF THE FAST 1/2 OF BLOCK 5, IN THE CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1990 IN BOOK 45 OF PLATS, PAGE 27, AS DOCUMENT NUMBER 1391238; WHICH SURVEY IS ATTACHED AS EXHIBIT "A", TO THE DECLARATION MADE BY PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 16, 1969, AND KNOWN AS TRUST NO. 1049, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 24266331, AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES, OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 2990817; TOGETHER WITH AN UNDIVIDED IN G ALL .

(VEY), IN

COOK COUNTY CLOTH'S OFFICE PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF, AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

UNOFELGIALAGOPY

and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed i "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
THE PRUDENTIAL HOME MORTGAGE COMPANY, INC.
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
(the "Lender") of the same date and covering the Property described in the Security institution and located at:
806 WEST GEORGE STREET 2, CHICAGO, IL 60657 (Property Address)
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium projection as:
GASLIGHT VILLAGE IName of Condominium Projecty
(the "Condominium Project") If the owners association or other entity which acts for the Condominium Project (the "Owner Association") holds title to property for the benefit or use of its members or shareholders, the Property also include Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
CONDOMIN/UNI COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrow and Lender further covenant and agree as follows:
A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium project Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates to Condominium Project; (ii) Ly-laws; (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promp pay, when due, all dues and as assignments imposed pursuant to the Constituent Documents.
B. Hazard Insurance. So long is the Owners Association maintains, with a generally accepted insurance carrier, a "mast or "blanket" policy on the Conduction Project which is satisfactory to Lender and which provides insurance coverage in tamounts, for the periods, and agains: The hazards Lender requires, including fire and hazards included within the ter "extended coverage," then:
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yea premium installments for hazard insurance in the Property, and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deem 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 Propert whether to the unit or to common elements, any proceeds phyable to Borrower are hereby assigned and shall be paid 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 Associati maintains a public liability insurance policy acceptable in form, a nount, and extent of coverage to Lender.
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the comme elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such procees shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
E. Lender's Prior Consent. Borrower shall not, except after notice to Lenger and with Lender's prior written conservables as a subdivide the Property or conservation.
either partition or subdivide the Property or consent to. (i) The abandonment or termination of the Condominium Project, except for abandonment or termination required beaw in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or emined domain.
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express, benefit of Lende (iii) termination of professional management and assumption of self-management of the Owners Association; of the Owners Association; of the Owners Association which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lunder may pay them. An amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower coulded by the Securit instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of lisbursement at the Note rate and shall be payable, with interest, upon notice from Lender, to Borrower inquesting payment.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider
Warguet WOULD (Seal) (Seal) Borrower Borrower
MARGARET M. O'MALLEY
(Seal) -Borrower -Borrower
(Seal) (Seal) Borrower

UNOFFICIAL COPY (CONDITIONAL MODIFICATION & EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this February 28 , 1991 and is incorporated into and shall be deemed to amend and supplement the Hortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to THE PRUDENTIAL HOME MORTGAGE COMPANY, INC. (the "Lander") of the same date and covering the property described in the Security Instrument and located at:

806 MEST GEORGE STREET, CHICAGO, IL 60657

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

- 1. Conditional Modification and Extension of Loan Terms. At the Haturity date of the Note and Security Instrument (the "Haturity Date"), I will be able to extend the Haturity Date to Harch 1, 2021 , and modify the Note Rate to the "Modified Fixed Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Kolder is under no obligation to refinance or modify the Note, or to extend the Haturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend my the money to repay the Note.
- 2. Conditions to Option. If I want to exercise the Conditional Modification and Extension Option at matrily, certain conditions must be met as of the Haturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days lete on any of the .2 cheduled monthly payments immediately preceding the Maturity Date; (3) the Modified Note Rate crant be more than 5 percentage points above the Note Rate; (4) I must make a written request to the Note Holder as provided in Section 5 below; (5) the lien of the Security Instrument must be a first and prior lien against the Property; (6) I must provide the Note Holder avidence satisfactory to it that the rights of the owners of other security interests against the Property are subordinate to the rights of the Note Holder, may include among other things subordination agreements and title insurance endorsements in forms acceptable to the Note Holder; and (7) if there are any other security interests encumbering the Property, I must satisfy and comply with all other requirements of the Note Holder for mortgages with subordinate financing, which may include requirements of the Note Holder for mortgage Association or the Federal Home Loan Mortgage Corporation in effect at he time of Maturity.
- 3. Calculating the Modified Fixed date. The Hodified Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delicar: commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "Modified Note Rate"). The required net yield shall be the applicable net yield in pifect on the date and time of day that I notify the Note Holder of my election to exercise the Concitional Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.
- 4. Calculating the New Payment Amount. Provided the Modified Note Rate as calculated in Section 3 above is not greater than 5 percentage point; alove the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Hold: will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unprid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will own under the Note and Decurity Instrument on the Haturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal month), payments. The result of this calculation will be the new amount of my principal and interest (as Ment every month until the Note is fully paid.
- 5. Exercising the Conditional Modification and Extension Option. The Note Holder will notify me at least 90 but not more than 120 calendar days in advance of the Haturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Haturity Date. The Note Holder also will advise me that I may exercise the Condition i hodification and Extension Option if the conditions in Section 2 above are met. The Note Holder till provide my payment record information, together with the name, title and address of the provide my payment record information, together with the name, title and address of the province representing the Note Holder that I must notify in order to exercise the Conditional Modification, and Extension Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed Modified Note Rete based upon the Federal National Mortgage Association's applicable published required not yield in effect on he date notification is received by the Note Holder and as calculated in Section 3 above. I will then have 36 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupency and property lien status. Before the Haturity Date the Note Holder will advise me of the new interest rate (the Modified Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required note modification and Haturity Date extension. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider. \boldsymbol{A}

MARGARET H. O'HALLEY - MERONER (SEAL)

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of chortization 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 positify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of a preclude the exercise of any right or remedy.

11. Successors and Assir as Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall but and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's condants 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 order 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 Security Instrument or the Note without

that Borrower's consent.

12. 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 limit, 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 p ay choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrow r. It a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enaction of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument (in aforecable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by his Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security learnment 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 Ceral 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 (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 is 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.

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 had no acceleration 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 paragraphs 13 or 17.

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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 paragraphs 13 and 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 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the 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 act aft 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. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any perior of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to be as as secured by this Security Instrument. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any r cordation costs. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Riders to this Security Instrument. If on or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreement of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Listrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)) X Con tominium Rider 2 - 4 Family Rider Adjustable Rate Rider Planned Unit Development Rider Graduated Payment Rider Other(s) (specify) BALLOON RIDER BY SIGNING BELOW, Borrower accepts and agrees to the terms and coven ints contained a this Security Instrument and in

any rider(s) executed by Borrower and recorded with it. ______(Seal) MARGARET M. C'MAIAEY (Seal)(Seal) (Space Below This Line For Acknowledgement) State of Illinois, County of ENOF ae. I, the undersigned. a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARGARCI 3947479 personally known to me to be the same person whose name(s) subscribed to the forgoing instrument appeared before me this day in person, and acknowledged that h signed and delivered the said instrument as ____ free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this

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Commission expires