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ISSUED IN DUPLIC	ATE	5106216					
MORTGAGE							
THIS MONTG AGE ("Security 18 91 The montgagor is	/ Instrument') is given on March JOHN J. FITZGERALD and ARI	25 DYS W. FITZGERALD	.•				
under the laws of THE JA	, HIS WIFE J., A FEDERAL SAVINGS: BANK HITED STATES OF AMERICA FETREET, BLOOMINGDAYE, KAN	("Borrower"). This Security instrument is a which is organized and and whose address is 100 MITTEL 1	existing				
Borrower owes Lender the print	sial sum of sven Thousand and no/100	OR OF COLUMN	r's note				
earlier, due and payable on secures to Lender: (a) the repr modifications; (b) the payment of Security Instrument; and (c) the	April 1 ayment of the debt evidenced by the Note, of all other sum, with interest, advanced upperformance of the rover's covenants and	for monthly payments, with the full debt, if not 2021 This Security Instrument with interest, and all renewals, extensions and adder paragraph 7 to protect the security of the agreements under this Security Instrument and	t paid ument d is d the				
in	COOK	ey to Lender the following described property: County, III					

LOT 155 IN WILLOW WALK UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTH FET 1/4 OF SECTION 28, BOTH IN TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 17, 1972, AS DOCUMENT NUMBER 2654687.

P.I.N. #02-28-111-006

which has the address of

923 WHITE WILLOW BAY

PALATINE

(City)

Illinois

60067 [Zip Code] (Street)
("Property Address");

Q67 (*Property Address*

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 lixtures 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 selsed 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Amended 5/87

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UNIFORM COVENANTS. Sortiver and Lenger covinant and agree as follows

1. Payment of Principal and Interest; Prepayinent and late Charges. Corrower shall promptly pay when

1. Payment of Principal and Interest; Preiday next and att Charges. Corrower 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 or non-either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds 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 Lender. If under chargraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 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. Borrower shall pay all taxes, assessments, charges, fines and Impositions attributable to the Property which may attain priority over this seculity 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. Sorrower 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 promy over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the len 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 part of the Property; or (c) secures from the holder of the lien an agreement salisfactory to Lender subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security is ument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more cottle 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 parties 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 shall include a stand of mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall pront by 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 feasible and Lender's security is not less and lift 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 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 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

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Instrument, appearing in court had green small of attentions of the and entering on the Property to make repairs. Although Lender may take action research to 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.

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: (s) 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 setting claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is a short ed 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 use of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrowet in 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. In corbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Jound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bird 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 (e, i, 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 Leguer 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 Seculty 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 of any shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from forower 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.
- 13. Legislation Affecting Lender's Rights. If enactment or explicitly of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and mey in oke 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 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 list 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 he 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 in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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,

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including, but not limited to reis had a attoin we' teen; and (d) ake such action as Lence my reasonably require to assure that the lien of 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.

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 default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 15, 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 period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitied to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past duration. 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 the sums secured by this Security Instrument.
- 21. Release. Upon pay next of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 22. Waiver of Homestead. Burrower waives all right of homestead exemption in the Property.
- 23. Riders to this Security in crument. 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 his Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider	Condominiu	m Rider	1-4 Family Rider
Graduated Payment Rider	X Planned U.	n Development Rider	
Other(s) [specify]	_ (
BY SIGNING BELOW, Borrower accepts an	d sarees to the te	er - rad covenants contained in	this Security Instrument and
In any rider(s) executed by Borrower and recon	_	X In Q. A	Description (Seal)
		JOHN J. FAZGERAL	-Borrower
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			-Borrower
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STATE OF ILLINOIS,	Charle	County ss:	
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I, THE UNDERSIGNED do hereby certify that JOHN J. FITZGER	MID and ABC	, a Notary Public DYS W. FITZGERALD	in and for said county and state,
do hereby certify that SONIA 3. FITZGEN	MED AND AND	713 W. FIIZGERALD	
	his v	vife, personally known to me to	be the same person(s) whose nam
	d before me this	• • •	
		free and voluntary act for	r the uses and purposes therein
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signed and delivered the said instrument as set forth. Given under my hand and official seal, this My Commission expires:	25th day	March March March No. Dy Fache, State of Illinois	1891 .
signed and delivered the said instrument as set forth. Given under my hand and official seal, this My Commission expires: PREPARED BY AND MAIL TO:	25th day	March March No:by No	Horl
signed and delivered the said instrument as set forth. Given under my hand and official seal, this My Commission expires: PREPARED BY AND MAIL TO: KATHERINE L. HAMBY	25th day (March March March No. Dy Fache, State of Illinois	Horl
signed and delivered the said instrument as set forth. Given under my hand and official seal, this My Commission expires; PREPARED BY AND MAIL TO: KATHERINE L. HAMBY SEHOLD BANK, f.s.b/	25th day (March March March No. Dy Fache, State of Illinois	Horl

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PVV/RS ARTEMA 90 C.

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PLANED WIT DEVELOPMENT RIVERY

THIS PLANNED UNIT DEVELOPMENT RIDER is made to incorporated into and shall be deemed to amend and sup-	•	, 1991, and od (the "Security Instrument")
f the same date, given by the undersigned (the "Borrower") HOUSEHOLD BANK fab	·	(the "Lender")
the same date and covering the Property described in the	Security Instrument and located at:	(4.10 20.100.)
923 WHITE WILLOW BAY	PALATINE, IL 60067	•
(Pi	roperty Address)	· · · · · · · · · · · · · · · · · · ·
he Property includes, but is not limited to, a parcel of land reas and facilities, as described in <u>COVENANTS AND DOCUMENT NUMBER LR2617971 AND SUPPLEME</u>	RESTRICTIONS CONTAINED IN THE DEC	CLARATION FILED AS
he "Declaration"). The Property is a part of a planned unit WILLOW WALK	development known as:	
(Name of the "PUD"). The Property also includes Borrower's interest in terest and facilities of the PUD (the "Owners Association") are PUD COVENAN'. In addition to the covenants appears to flow in the covenants and agree as follows:	nd the uses, benefits and proceeds of Borrower's inte	erest.
A. PUD Obligations. Borrower shall perform all constituent Documents" are the properties of the process of the performance of the process of	of incorporation, trust instrument or any equivalent do egulations of the Owners Association. Borrower shall	cument which creates the
of the yearly premium installments for hazard have	atisfactory to Lender and which provides insurance or ing fire and hazards included within the term "extende Covenant 2 for the monthly payment to Lender of or ince on the Property; and is to maintain hazard insurance coverage on the Proper-	overage in the amounts, for ad coverage*, then: ne-twelfth (1/12th)
Borrower shall give Lender prompt notice of any lapse in the event of a distribution of hazard insurance process ammon areas and facilities of the PUD, any proceeds payable the proceeds to the sums secured by the Security Instruction. C. Public Liability Insurance. Borrower shall	ed: V. lieu of restoration or repair following a loss to ble to Borrower are hereby assigned and shall be pair rument, vith any excess paid to Borrower.	the Property or to d to Lender. Lender shall
sociation maintains a public liability insurance policy accept		
D. Condemnation. The proceeds of any award of innection with any condemnation or other taking of all or an inveyance in lieu of condemnation, are hereby assigned and cured by the Security Instrument as provided in Uniform Co	ny part of the Property of the common areas of the find shall be paid to Lencer Such proceeds shall be a	acilities of the PUD, or for any
E. Lender's Prior Consent. Borrower shall not, her partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, excestruction by fire or other casualty or in the case of a taking	ept for abandonment or terminationor.inar; by law in	
(ii) any amendment to any provision of the "Constitu (iii) termination of professional management and assu	Jent Documents* If the provision is for the express bumption of self-management of the Owners Associationing the public liability insurance coverage maintained	n; or
F. Remedies. If Borrower does not pay PUD of bursed by Lender under this paragraph F shall become added agree to other terms of payment, these amounts shall	ditional debt of Borrower secured by the Security Ins	trument. Unless Borrower and
payable, with interest, upon notice from Lender to Borrowe		
SIGNING BELOW, Borrower accepts and agrees to the ter	rms and provisions contained in this PUD Rider.	
X San C. Botton	(Seel)	(Sea
INCIDITY CEGATAT	_ (Seal)orrower	Borrowe

MULTISTATE PUD RIDER - Single Family - FNMA/FHLMC UNIFORM INSTUMENT

Form 3150 12/83

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