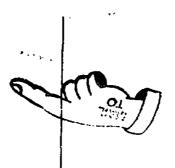
This Instrument Was Prepared By: CAROLE N. BANAS

When Recorded Mail To

FIRST NATIONWIDE BANK A FEDERAL SAVINGS BANK DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-8450



03010633

(Space Above This Line For Recording Data)

MORTGAGE

DOC. 020

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 18, 1993 The mortgagor is (NOMAS W. WARDEN MARRIED TO MARY KAY WARDEN *AND DONNA HELEN TRIPTOW AND MICHAEL H. SALSBURY, WIFE AND HUSBAND AND JOHN F. WARNER AND CATHY ROONEY WARNER, HUSBAND AND WIFE

*THIS IS NOT HOMESTEAD PROPERTY.

DEPT-11 RECORD T \$39.00 747777 TRAN 2773 12/10/93 10:39:00 \$3892 4 ★-03-010633 COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to FiRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK under the laws of THE UNITED STATES OF AMERICA , which is organized and existing , and whose address is 135 MAIN STREET, SAN AMERICA

FRANCISCO, CA 94105-1817 ("Leader"). Borrower owes Leader the principal sum of

TWENTY EIGHT THOUSAND AND DO/100

Dollars (U.S. \$ *****28,000.00). 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 DECEMBER 01, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all exemples, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MIDE A PART HEREOF BY · Clart's Office REFERENCE.

PERMANENT INDEX NUMBER: 14-16-303-035-1035

which has the address of

93-2473.0 X

720 GORDON TERRACE UNIT 198 CHICAGO, 60613-0000 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully soized 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.

CLOSER ID: 10376

FNMA/FHEMC Uniform Instrument 3014 9/90 AIMì

Page 1 or 5 L0959 (805) 4/91 IL - Single Family

COPY 01 OF 03

Loan # 0003178373

Copies: 1 of 3 - Return to Lender

2 of 3 - Borrower



Caller and

Property of County Clerk's Office

LEGAL DESCRIPTION:

Unit No. 198 as delineated on the Plat of Survey of the following described real estate (collectively the "Parcel"):

Parcel 1: Lots 5 and 6 in Block 3 in Waller's Addition to Buena Park in Fractional Section 16, Township 40 North, Range 14, East of the Third Principal Meridian.

Parcel 2: Sub Lots 26 and 27 in Waller's Subdivision of Lot 7 in Block 3 and Lot 7 in Block 4 in Waller's Addition to Buena Park in Fractional Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, and

Parcol 3: Lots 5, 6, 7, and 8 and that part of Lot 25 lying between the East line of Lot 4 extended North and the East line of Lot 8 extended North, being that portion of Lot 25 lying North of and adjoining Lots 5, 6, 7, and 8, all in Simmons and Gordon's Addition to Chicago, being a Subdivision of Lots 10 and 19 and the vacated street lying between said lots in the School Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14, East of the Third Principal Meridian,

which Survey is attached as Exhibit A to the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24491225 and registered in the Office of the Registrac of Torrens Titles of said County as Document No. LR3024350 together with an are ing copy), in Ox Colling Clark's Office undivided .375 percent interest in the Parcel (excepting from the Parcel all the property and space complising all the Units thereof as defined and set forth in said Declaration and Survey), in Cook County, Illinois.

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

1. Payment of Principal and Interest; Propayment 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 Taxos 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, it any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a tesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Londer may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of tuture Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Londer, if Londer is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a receitime charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides wherewise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall go to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each dot it to the Funds was made. The Funds are pletiged as additional security for all sums secured by this Security

Instrument.

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

Upon payment in full of all sums secure aby this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall are in or sell the Property. Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or release a credit against the sums secured by this Security Instrument.

3. Application of Paymonts. Unless applie tole law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any propayment charges due noter the Note; second, to amounts payable under paragraph 2; third, to interest due;

fourth, to principal due; and last, to any late charges due und ar the Note.

4. Charges; Lions. Borrower shall pay all taxes, resources, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasund' gayments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments

directly, florrower shall promptly furnish to Lender receipts evidenting the payments.

Borrower shall promptly discharge any tien which has priority (ver 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) centests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's or nion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subcidenting 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 a more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance, Borrower shall keep the imprevements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any cover 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 incommon policies and conowals shall be acceptable to Londer and shall include a standard mortgar, a clause. Londer shall have the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to Londer all rece pts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Londer. Londer, 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 rejair of the Property damaged, if the restoration or repair is economically leasible 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 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 I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Lendor to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lean Application; Leasehold. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Londor's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Londor's security interest. Borrower may cure such a default and reinstate, as provided in

CLOSER (0: 10376

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L0959 (R05) 4/91 IL - Single Family

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Property of Cook County Clerk's Office

paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes locfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrover, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Linder 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 Londor's Rights in the Property, it 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 condomnation or forleiture 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 Londor agree to other terms of payment, these amounts shall bear interest from the date of disbursement

at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance, If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. II, for any reason, the mortgage insurance coverage required by Lender lapses or coases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance proviously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not a ail able, Borrower shall pay to Lender each month a sum equal to one-twellth of the yearly mortgage insurance premium being paid by Borre ver when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in her. Of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the a count and for the period that Lender requires) provided by an insurer approved by the Lender again becomes available and is obtained. Borr wer shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortging insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection, Lender or its agent may he've reasonable entries upon and inspections of the Property. Lender shall give Borrower

notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condomnation. The proceeds of any award in claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately boforo the taking, 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) he total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower, In the event of a partial taking of the Property in which the fair market value of the Prope ty immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lence, otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security 1.st nument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Porrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of er the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair at 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 I and 2 or change the amount of such projection.

11. Borrower Not Released; Forbearance By Londor 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 amort 2 ition of the nums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12 Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and a coements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who consigns this Security Instrument but doer art execute the Note: (a) is consigning 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) at the Londer 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.

13, Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other lean charges collected or to be collected in connection with the lean exceed the permitted timits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this rotund by reducing the principal awad under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any propayment charge under the Note,

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

given to Borrower or Londer when given as provided in this paragraph.

15. Governing Law; Soverability. This Socurity 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,

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Loan # 0003178373

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16. Borrowor's Copy. Borrowor 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 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 moets cortain 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 judgement 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 Mole as if no acceleration had occured; (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 occured. 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 ploy) and applicable law. The notice will state the name and address of the new Loan Servicer and the address

to which pay monts should be made. In a notice will also contain any other information required by applicable law.

20. Hazardous Substances De rower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Berrows: shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two centences 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 viiten 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, cris 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, but sene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos of ormaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Box over prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not piler's acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the retion 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 recleration 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 cross or or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secure. In this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, out not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Rolease. Upon payment of all sums secured by this Security Instrument, Lender shall release thir Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

24. Ridges to this Socurity Instrument. If one or more ridges are executed by Borrower and recorded to either with this Socuri	ŧ٧
Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supply ment the covenants a	nd
agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(e-;)	

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) specify	Condominium Rider Planned Unit Development Rider Convertible Rider	1-4 Family Rider Biweekly Payment Ride Second Home Rider
L_IUInor(s) specify		

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STATE OF ILLINOIS		
COUNTY OF COOK	Ox (**	
THAT "HOMES BALBBORF" WARE THOS PERSONS WHOSE NAMES ARE SUBSCRI IN PERSON, AND ACKNOWLEDGED THE FREE AND VOLUNTARY ACT, FOR THE GIVEN UNDER MY HAND AND GIVEN UNDER MY HAND AN	BED TO THE COREGOING INSTRUMENT IAT THEY SIGNED AND DELIVERED TH E USES AND PURIOSES THEREIN SET FO OFFICIAL SEAL TUIS 18th DA	THEOR SONNA LENET TRACTOR AND KNOWN TO ME TO BE THE SAME AND APPEARED BEFORE ME THIS DAY E SAID INSTRUMENT AS THEIR
MY COMMISSION EXPIRES: $5.75-79$		RY PUBLIC
	UFFICIAL SEAL " LINDA CZYZYK NOTARI PUBLIC, STATE OF ILLINOIS NY COMMISSION EXPIRES 5/13/96	T'S OFFICE

COPY 03 OF 03

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 18TH day of NOVEMBER, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK

(the "Lender") of the same date and covering the property described in the Security

Instrument and located at:

720 GORDON TERRACE UNIT 198 CHICAGO, IL 60613-0000

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, or, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Proporty covered by the Security Instrument, All of the foregoing together with the Property described in the Security Insiru punt (or the lessehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. For ower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lendur has agreed in writing to the change. Borrower shall comply

with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. *BORROWER'S RIGHT TO REINSTATE* DELETED. Uniform Covaniant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall as sign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the ussignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion, As used

in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSEUSION. Borrower absolutely and unconditionally assigns and transfers to Lender till the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's age: to collect the Rents, and agrees that each teriant of the Property shall pay the Rents to Lender or Lender's agents, However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all flents due and unpaid to Lander or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintainance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account or only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under

this paragraph.

Londer, or Lenders agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

1. CROSS DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING PELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Thomas William Cla	11/18/95
THOMAS W. WARDEN	11/14/93 Date
Donna Helen Tripton Johnson W	War Da as for attorney (500)
michael H. Salsbury by Tromas	W. Warder ashing though feet
John F. Warner by Thomas W. West	who is his attorney in fer 1500)
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CATHY ROONEY WARNER	Date
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CONDOMINIUM RIDER

day of NOVEMBER, 1993 THIS CONDOMINIUM RIDER is made this 18**T**H and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Dead (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in Borrower's Note to

the Security Instrument and located at:

720 GORDON TERRACE

UNIT 19B CHICAGO,

60613-0000

The Property includes a unit in, together with an undivided interest in the common elements of, a

condominium project known as: GORDON TERRACE/1 (the "Condominium Project"), if the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefit of Borroy'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 perform all 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; (III) by-laws; (IIII) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owner 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 Coverant 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 insurance 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 equired hazard insurance coverage,

In the event of a distribution of hazard insurance proceeds in iteu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are nereby assigned and shall be paid to Lender for application to the sum; 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,

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pirt of the Property, whether of the unit or of the common elements, or for any conveyance in Ileu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the suns secured by the Security Instrument as provided in Uniform Covenant 10.

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

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

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

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express

benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Homas W. Warden	11/18/93 (Seal)
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DONNA HELEN TRITTE	11/18/93 (Seal)
MICHAEL H. SALSBURY DY/MAS(V). MILLIAEL H. SALSBURY	(Seal) (Seal) (Seal)
John F. Warner by Jasonylv. Walka whis	attornayin feet (Soal)
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