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**REPRESENTATION OF THE PROPERTY OF THE PROPERT** 

WOOD DALE, IL 60191

LOAN NUMBER: 6904932

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DI RECORDING

\$37.50

T#0011 TRAN 8721 12/15/93 11:15:00 \$4651 # \*-03-025689

COOK COUNTY RECORDER

(Space Above This Line For Recording Data).

MORTGAGE

THIS MORTGAGE ("Socurity Instrument") is given on

, 1993 DECEMBER 7TH

The mortgagor is

LRIP E. MCINERNEY, A SINGLE PERSON. NEVER MARRIED

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

PRIME MORTGAGE ASSOCIATES, INC.

which is organized and existing under the leave of ILLINOIS , and whose address is

464 CENTRAL AVENUE SUITE 18, NORTHFIELD, IL 60093

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

TWO HUNDRED FIFTEEN THOUSAND AND NO/100

). This deb: 's evidenced by Borrower's note dated the same date as this Security 215,000.00 Dollars (U.S. \$ Instrument ("Note"), which provides for monthly paymynts, with the full debt, if not paid earlier, due and payable on . This Security Insurant secures to Lender: (a) the repayment of the debt evidenced JANUARY 1ST, 2024 by the Note, with interest, and all renewals, extensions and medications 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 Nov. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Himois:

#### LEGAL DESCRIPTION:

UNIT NUMBER 5 IN THE 1921 NORTH KENMORE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: 0302568<sup>J</sup>

LOTS 38, 39, 40 AND 41 IN RESUBDIVISION OF LOT 3 TOGETHER WITH PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECCRATION OF CONDOMINIUM RECORDED AS DOCUMENT 25413225, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 14-32-403-071-1005

which has the address of 1921 NORTH KENMORE UNIT# 5

Illinois

60614

("Property Address");

ILLINOIS -- Single Family -- Famile Mae/Freddle Mac UNIFORM INSTRUMENT ITEM 1878L1 (9202) MFIL3112 - 04/92

[Zip Code]

Form 3014 9/90 (page 1 of 6 pages) Great Lakes Business Forms, Inc. 🚻 To Order Call: 1-800-530-9393 [] FAX 816-791-1131

[City]

CHICAGO

(colled 9 fo g shed) 06/6 \$100 mao.

thooks or thooking, for which Lender requires insurance. This insurance shall be maintained in the amounts and Property maured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender the tien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees

evidencing the payments. time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower makes these payments directly, Edited and promptly furnish to Lender receipts shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on Property which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any. Borrower

4. Charges; Liena. Borrower shall pay all taxes, assessments, charges, fines and imposition quributable to the paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Forc.

paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, a anounts payable under

3. Application of Payments. Unless applicable law provides otherwise, all payments equived by Lender under secured by this Security Instrument.

saie of the Property, shall apply any Funds held by Lender at the time of acquisition of sale as credit against the sums Upon payment in full of all sums secured by this Security Instrument, Lender chall promptly refund to Borrower any Funds held by Lender, II, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or

deficiency in no more than twelve monthly payments, at Lender's sole discretion.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in Borrower for the excess Funds in accordance with the requirements of uppicable law. If the amount of the Funds field by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to scented by this Security instrument.

and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds or currungs on the Funds. Borrower and Lender may agies in writing, however, that interest shall be paid on the Funds. agreement is made or applicable law requires interest to he baid, Lender shall not be required to pay Borrower any inferest estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an Lender to make such a charge. However, Lendel risy require Borrower to pay a one-time charge for an independent real account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits the Escrow items. Lender may not charge Porrower for holding and applying the Funds, annually analyzing the escrow (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay

The Funds shall he held in an itselvition whose deposits are insured by a federal agency, instrumentality, or entity reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. amount not to exceed the lessor abount. Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless amount a lender for a ederally related mortgage loan may require for Borrower's escrow account under the federal Real items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to payments or count cents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood caxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold

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 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with

encumbrances of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

[natrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and 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 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 Lerder 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 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the respectly prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

take action under this paragraph 7, Lender does not have to do so.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extending circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, all we the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or officerise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to corresentations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a legac old, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower failt to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may agrificantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or fortesture 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Regrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, with interest, upon notice from Lander to Borrower

requesting payment.

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

ITEM 1876L3 (9202)

Form 3014 9/90 (page 3 of 6 pages)

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enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18, Borrower's Right to Reinstate.

If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums seemed by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest 16. Burrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrumento, the Note which jurisdiction in which the Property is located, In the event that any provision or clause of this Security Instaument or the Note

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the in this paragraph,

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

prepayment charge under the Mote.

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

**BOTTOWer's consent** 

forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Instrument but does not execute the Note: (a) is cassigning this Security Instrument only to mortgage, grant and convey that paragraph 17. Burrower's covenants and esceneris shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of 12. Successors and Assigns Bound, Joint and Several Liability; Co-signera. The covenants and agreements of this

not be a waiver of or preclude the exercise of any right or remedy. original Borrower or Borrower's aucressors in interest. Any forbestance by Lender in exercising any right or remedy shall otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the shall not be required to complence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of unicedence of the sums secured by this Security Instrument granted by Lender to any successor in interest

11, Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the dute that it is monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Londer, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or sums secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make

otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums Property immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain any other information required by applicable law.

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

Borrower shall promptly give conder written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous S ibs ances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: ga o'inc, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials obtaining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means fraceal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to dorrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (i) ut not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 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 accentation 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. 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 recordation costs.

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

03025689

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ILEM ISSUE (8505)

Instrument [Check applicable box(es)]

IL 60093	PRIME MORTOAGE ASSOCIATES, INC., (Nume)  464 CENTRAL AVENUE SUITE 18, NORTHFIELD, (Address)
	This instrument was propared by
Kickly Public	My Commission expires Operator State of Illinois Notary Public, State of Illinois
h day of DECEMBER, 1993	Given under my hand and official seal, this
0	.क्षेत्रक
free and voluntary act, for the case and purposes therein set	and delivered the said instrument as HER
day in person, and acknowledged that SHE signed	subscribed to the foregoing instrument, appeared before me this
ne to be the same person(s) whose name(s) IS	
	do hereby certify that ERIN E. MCINERNEY
, a Notary Public in and for said county and state,	I' LHE NNDEKRICNED
· (	
County 55:	STATE OF ILLINOIS, COOK
County ss:	STATE OF ILLINOIS,  (Seal)
замоло8-	-Borrower
(IsoR) taworio8.	ERIG E NCINERIEY  (Scal)  Borrower
(Iso2) Towortod.  (Iso2)  (Iso2)  Towortod.	Security Instrument and in any rider(s) executed by Borrower a Witness:  (Seal)  (Seal)  (Seal)
wid recorded with it.  Witness:  (Seal)  Geal)  Geal  Geal  Borrower  Geal)	Security Instrument and in any rider(s) executed by Borrower a Witness:  (Seal)  (Seal)  (Seal)
wid recorded with it.  Witness:  (Seal)  Geal)  Geal  Geal  Borrower  Geal)	BY SIGNING BELOW, Borrower accepts and agrees to the Security Instrument and in any rider(s) executed by Borrower award agrees to the Witness:  (Seal)  (Seal)  (Seal)
ne terms and covenants contained in pages 1 through 6 of this und recorded with it.  Witness:  (Seal)  Borrower  Geal)	Balloon Rider  Other(s) [specify]  Security Instrument and in any rider(s) executed by Borrower at Witness:  Witness:  (Seal)  ERECT E. MCINERNEY  (Seal)  Borrower at E. MCINERNEY  (Seal)  (Seal)

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

Form 3014 9/90 (page 6 of 6 pages)



THIS ADJUSTABLE RATE RIDER is made this 7TH day of DECEMBER , 19 93, 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 Adjustable Rate Note (the "Note") to PRIME MORTGAGE ASSOCIATES, INC...

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

the Security Instrument and located at:

1921 NORTH KENMORE, UNIT # 5, CHICAGO, IL 60614

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

### A. INTEREST KATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.3750 %. The Note provides for changes in the interest rate and the monthly payments as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of JANUARY >692001, and on that day every 12th month thereafter. Ean date on which my interest rate could change is called a "Change Date."

#### (R) The Index

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

If the Index is no longer available, the Note Folcer will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE percentage points (3.0000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate und in ext Change Date.

The Note Holder will then determine the amount of the monthly  $\rho_{\gamma}$  ment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full of the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new rand ont of my monthly payment.

### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.3750 % or less than 3.0000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.3750 %.

### (E) Effective Date of Changes

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

#### (F) Notice of Changes

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

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

Initials	Initials	"By initialing, the Borrower(s) acknowledge(s) that this page is page 1 of 2 of the Multistate Adjustable Rate Rider."

618.13167

Rider.

of the Multistate Adjustable Rate Rider." "By initialing, the Borrower(s) acknowledge(s) that this page is page 2 of 2

or demand on Borrewer. If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accelera-Borrower in writing.

expusation of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the uon. The nouce shall provide a period of not less than 30 days from the date the nouce is delivered or mailed within

Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security the loan assumption. Lender may also require the transferce to sign an assumption agreement that is acceptable to

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to

Property of County Clerk's Office (Seal) Borrower (२६३) Barrower (Seal) (Seal) BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants-compajned in this Adjustable Rate

# UNOFFICIAL COPY

CONDOMINIUM RIDER		
THIS CONDOMINIUM RIDER is made this 7TH day of DECEMBER, 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 PRIME MORTGAGE ASSOCIATES, INC.,		
(the "Lender")		
of the same date and covering the Property described in the Security Instrument and located at: 1921 NORTH KENMORE, UNIT # 5, CHICAGO, IL 60614		
[Property Address]		
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:  NORTH KENMORE CONDOMINIUM		
[Name of Condominium Project]		
(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 Cowres Association and the uses, proceeds and benefits of Borrower's interest.  CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project; (ii) by-law; (iii) code of regulations; and (iv) other equivalent document which creates the Condominium Project; (ii) by-law; (iii) code of regulations; and (iv) other equivalent documents.  B. Hazard Insurance. So long as the Soveres Association maintains, with a generally accepted insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:  (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of 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 provide by the Owners Association policy.  Borrower shall give Lender prompt notice of any lapse in requard hazard insurance coverage. In the event of a distribution of hazard insurance proceed in lieu of restoration or repair following a loss to the Property, whether to the unit or common elements, any proceeds project in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds project in lieu of restoration or repair following a loss to the Property, whether to the unit or of hazard insurance proceed in lieu and provided in Uniform Covenant 10.  C. Public Liability Insurance. Borrower shall take such actions as may be r		
10/h ce in min (Scal) (Scal)		
Borrower Borrower (Seal) (Seal)		
-Borrower -Borrower		

MULTISTATE CONDOMINIUM RIDER ·· Single Family ·· Fanale Mae/Freddle Mac UNIFORM INSTRUMENT

Form 3140 9/90

ITEM 1623L0 (9112)