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## UNOFFICIA

#### AFTER RECORDING MAIL TO

Standard Enderal Bank 2600 W. Big Boaver Rd. Tray, 61 48084

COOK COUNTY RELIMOIS rack for Resorb

91, HOV 29 AM 10: 07

04002437

LOAN NO. 206346050

\_\_\_\_(Space Above This Line For Mecording Dain)------

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the vember 18, 1994 STEPHANTE A ATMINE, W///AMANI//WAYNAN

DIVORCED AND NOT SINCE REMARRIED

. The mortgager is

("Borrower").

This Security Instrument is given to is tandard forderal trank.

A federal Sayings Bapa which is organized and existing uncertholiaws of the United States of America, and whose address is

2600 W. Big Beaver Rd., Foy, MI 48084 ("Londor"). Borrower owes Londor the principal street of the Bushed Fighty Thousand Dellars and ne/100 Dollars (U.S. \$ 180,000,00 ). This dobt 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 the created 1. 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with Interest, and all renewals, extensions and modifications of the Note; (b) the payremt 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 Strong Clorks Office 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 10.0 0 kg County, Illinois:

ITEM #

which has the address of

3/00 N. LAKE SHORE DRIVE MI-PA) . [Stroot]

CHICAGO [Cily]

Illinois 60614 [Zip Code]

("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 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.

BOX 333-CTI

FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

ISC/CMDTIL//0491/3014(9-90)-L

PAGE LOF B

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## UNOFFICIAL CORNO 2 0,6 3 4 6 0 5 0

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

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the dobt 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 Londer, 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: (n) yearly taxes and assessments which may attain priority over this Security instrument as a lice on the Property; (b) yearly teasehold 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 hazard or property insurance promiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance promiums; (d) any sums payable by Borrower to Londer, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance promiums. These items are called "Escrow Items" Lender may, at any time, collect and hold Funds in an amount a londer for a federally related mortgage from may require for Borrower's escrow account under the federal Post Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 98601 or seq. ("RESPA"), policis another law that applies to the Funds set, a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and rescondance with applicable law.

The Funds shall be held in edicatitution whose deposits are insured by a federal agency, instrumentality, or only (including Londer, if Lender 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 helding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow I ems. 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 one-time charge for an independent real estate tax reporting service use if by Lender in connection with this lean, unless applicable law provides otherwise. 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Berrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire 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 sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions of arbitrarily over this Security Instrument, and leasehold payments or ground dents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Porrower 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, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lion which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien: or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the Improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Londer's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Property of Cook County Clerk's Office

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All insurance policies and renewals shall be acceptable to Londor and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Londor requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of less, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of less 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due duce 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 Jurnage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security, restrement immediately prior to the acquisition.

- 8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasoholds. Borrower shall occurry, establish, and use the Property as Borrower's principal realdence 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 cute 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 this Property, allow the Property to deteriorate, or commit waste on the Property Borrower shall be in default if any terfettere action or proceeding, whother civil or criminal, is begun that in Lender's good faith judgment could result in follower of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or procoeding to be dismissed with a ruling that, in Londor's good fulth determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the Ilen created by this Security Instrument or Landor'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 falled to provide Lender with any material information) in connection with the load exidenced 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 local. 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 Lendor's Rights in the Property. If Borrower falls to perform the covanges and agreements contained in this Security Instrument, or there is a legal proceeding that may sky "scantly affect Lendor's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forless: o or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the veloc of the Property and Lendor's rights in the Property. Lender's actions may include paying any sums secured by a lient which has priority over this Security Instrument, appearing in court, paying reasonable atterneys' less and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Londer required mortgage insurance as a condition of making the loan secured by ihls 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, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent mortgage insurance coverage is not available.

Borrower shall pay to Lender each month a sum equal to one-twellth 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 expanses 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 periods that Lender required) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the promiums 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.

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

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 before 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) 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether, or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is juthorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums sequed by this Security Instrument, whether or not then due.

Unless Lender and Borrower suberwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbez ance By Lender Not a Walver. 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 communicate 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. Any forbearance by Lender in exercising any right or remody shall not be a waiver of or preclude the exercise of any right or remody.
- 12. Successors and Assigns Bound; Joint and Severa' Libitity; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements and libit joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is so signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property and a the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrumen', and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a low 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 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 refund to exceeding 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.
- 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 Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (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.

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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 Londer exercises this option, Londer 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 multed 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, Londer may levoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower mouts 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 reinstalament) 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) cores any default of any other covenants or agreements; (c) pays all expenses incurred to enforcing this Security Instrument, including, but not limited to, reasonable atterneys' foes, 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 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; Charlae of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold or o'cr more times without prior notice to Berrower. A sale may result in a change in the entity (known as the "Loan Servicer") this 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 acdries 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 couse or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Lew. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of reacardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance, or the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, dumand, 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 Corrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any release dous 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 is defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, corosche, other flammable or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials on italining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means inclored 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 Borrower prior to acceleration in following Borrower's breach of any covenant or agreement in this Security Instrument (but 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 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 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.

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24. Fiders to this Security Instrument. with this Security Instrument, the covenants amend and supplement the covenants and ap Security Instrument. [Check applicable box(e)	nd agreements of each such rider shall l preements of this Security instrument as	be incorporated into and shall
X Adjustable Rate Rider     i Graduated Payment Rider       Balloon Rider     Other(s) [specify]	Condominium Alder  -   Planned Unit Dovelopment Alder  -   Bate Improvement Alder	Biweekly Payment Rider     Second Flome Rider
BY SIGNING BELOW, Borrower accepts r Instrument and in any rider(s) executed by Bo	and agroes to the terms and covenants or prower and recorded with it.	contained in this Security
Witnesses:	Stephanie A 11	V   N   (Sonl)
	Social Socurity Number	396-48-0317
J <sub>O</sub> <sub>x</sub>		(SOAL)
	17	(Sani) Homewar
Social Security Number	Social Socurity Number Below This Una For Asknowledgment)	era kundungan dinindiga yapi di dishi ora di makala ingala kate nepan di dishibigat
	t tidina (ille tolla Lot Moknowied linent)	County 85:
STATE OF ILLINOIS,  1, that Stephanii A Levine, 4//4/A DIVONO	a Notary Public in and for said co	unty and state do hereby certify
DIVOK. personally known to me to be the same person before me this day in person, and acknowledg h is / ner free and voluntary act, for the uses	and purposes therein set forth.	roo ino saio instrument as
Given under my hand and official seal, this	Got day of Nover of the	
My Commission expires:	Notary Public	
This instrument was propared by: CHRIS 0	Cheryl Aim Cheryl Aim Cheryl Aim Cheryl Aim Cheryl Aim Cheryl Aim Cheryl	Ca
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LOAN NO. 206346040

#### ADJUSTABLE RATE RIDER

(1 Yoar Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18 th day of the view berr, 1994, 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 Standard Federal Bank. A Federal Savings Bank

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3700 H. LAKE SHORE DRIVE #1-24, CHICAGO, LE 50613 (Proporty Ackirus)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MOUTHLY 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 RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7 . 7 5 0 0 %. 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 December, 1997, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be I ased 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 we liable as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new indux 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 carring there a 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 at 0 until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Dale in full on the muturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount 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 9.7500 % or less than 5.7500 %. 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 13.7500 %.

LOAN NO. 206346050

(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 payment 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 taw 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. TRANSPER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Coverant 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 a of Borrower is not a natural person) without Lender's prior written consent, Lender may, at its opsion, 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 it: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new fear were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the lean assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the lot in assumption. Lender may also require the transfered to sign an assumption agreement that is a copiable to Lender and that obligates the transfered to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the clote and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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**UNOFFICIAL COPY** 

LOAN NO. 206346050

#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 18th day of November, 1994, 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 Standard Federal Bank, A Lederal Savings Bank

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3700 N. LAKE SHORE DRIVE #1-24, CHICAGO, IL 60613

[Property Address]

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

LAKE SHORE DRIVE COMPONINIUM

(Name of Condominium Project)

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

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

- A. Condominium Obligations. Borrower shall oction 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; (ii) In laws; (iii) 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 Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Protect which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and equinst the hazards Lender requires, including fire and hazards included within the term "extended cover; 30," then:

(i) Londer waives the provision in Uniform Covenant 2 for the monthly payment to Londer of the

yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard incurre co coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Opener Association policy.

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- 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 part of the Property, whether of the unit or of the common elements, or for any conveyance in liquid condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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LOAN NO. 206346050

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with 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 condomnation or eminent domain;

(ii) any amondment 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 maintainer, by the Owners Association unacceptable to Londer

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 securer 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.

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	Borrowe
<u> </u>	-Borrowor
	(Soal) Borrower
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Property or County Clerk's Office

Legal Description for 3700 N. Lake Shore Drive, C-1, Chicago, Illinois

UNIT C-1 IN THE 3700-3720 NORTH LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL A: THE SOUTHEASTERLY 50 FEET OF LOT 5 AND SO MUCH OF THE ACCRETIONS THAT LIE EAST OF AND ADJOINING SAID LOT AS FALL WEST OF THE WEST LIKE OF SHERIDAN ROAD IN BLOCK 6 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 RAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 'B': LOTS 6 AND 7 IN BLOCK 6 AND ALSO ACCRETIONS EASTERLY OF AND ADJOINING SAID LOTS 6 AND 7 AND LYING BETWEEN THE NORTH LINE (EXTENDED) OF SAID LOT 6 AND THE SOUTH LINE (EXTENDED) OF SAID LOT 7 (EXCEPT THAT PART TAKEN FOR SHERIDAN DRIVE), IN HUNDLEY'S SUBDIVISION OF LOTS 3 70 21 AND 33 TO 37, BOTH INCLUSIVE, IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MELIDIAN, (EXCEPTING THE WESTERLY 65 FEET OF SAID LOTS 6 AND 7 AND EXCEPTING ALSO THE SOUTHERLY 157 1/2 FEET OF THE EASTERLY 105 FEET OF THE WESTERLY 170 FEET OF SAID LOTS 6 AND 7) ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25513348, TOSTHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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