

PREPARED BY:  
JIM WRZALA  
WILMETTE, IL 60091

# UNOFFICIAL COPY

COOK COUNTY, IL, ILLINOIS  
FILED FOR RECORD

RECORD AND RETURN TO:

WINDSOR MORTGAGE INC.  
3201 OLD GLENVIEW ROAD  
WILMETTE, ILLINOIS 60091

24 DEC -5 AM 10:14

04021019

Box 77

(Space Above This Line For Recording Data)

9913686

## MORTGAGE

11/13/94  
H/2

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 29, 1994  
LORRAINE A. FREWERT, SINGLE, NEVER BEEN MARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to  
WINDSOR MORTGAGE INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 3201 OLD GLENVIEW ROAD  
WILMETTE, ILLINOIS 60091  
NINETY NINE THOUSAND  
AND 00/100

Dollars (U.S. \$ 99,000.00).  
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 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 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

UNIT NUMBER 212 IN THE PARKVIEW CONDOMINIUM AS DELINEATED ON A SURVEY  
OF THE FOLLOWING DESCRIBED REAL ESTATE:

SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-33-423-048-1012

which has the address of 1660 NORTH LASALLE STREET-UNIT 212, CHICAGO  
Illinois 60614 Street, City,  
Zip Code ("Property Address");

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-GRILLI 9:01

VMP MORTGAGE FORMS - 1313/283-8100 - 800/521-2281

Page 1 of 6

DPS 1088  
Form 3014 6990  
Intertel 2000

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Form 304a (9-60)  
DPA 1960

Page 7 of 7

Form 304 (9-60)

more of the actions set forth above within 10 days of the giving of notice.

1. Security Instrument. Lender may give Borrower a notice terminating the lien, Borrower shall pay over this Security Instrument to Lender determines that any part of the Property is subject to a lien which may affect the easement of the lien, or (c) secures from the holder of the lien an assignment satisfactory to Lender's opinion opposite to prevent the by, or deletes a greater easement of the lien in, legal proceedings which in the Lender's opinion opposite to prevent the writing of the payment of the obligation secured by the lien in a manner acceptable to Lender; (d) contains in good faith the lien Borrower shall promptly discontinue any lien which has priority over this Security Instrument unless Borrower: (a) agrees to

it Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay item on time directly which may claim priority over this Security Instrument, and recordable payments of ground rents, if any, Borrower shall pay

3. (Chargess; Liens). Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

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

4. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in full to the amount due under the Note.

This Security Instrument, shall apply any funds held by Lender at the time of acquisition of sale, as a credit against the sum now due by

of the Property, shall apply any funds held by Lender at the time of acquisition of sale, as a credit against the sum now due by funds held by Lender; if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale

1 and 2 shall be applied in full of all sums now due by this Security Instrument, Lender shall promptly refund to Borrower any

overdue monthly payments, at Lender's sole discretion.

that pay to Lender the amount necessary to make up the deficiency, Borrower items which were not due, Lender may notify Borrower in writing, and, in such case Borrower

which is not sufficient to pay the deficiency, Lender shall make up the deficiency in no more than

for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender is any

of the funds held by Lender to exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

depth to the funds was made. The funds are pledged as additional security for all sums now due by this Security

without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds,

asked by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made of a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

carrying the Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such Escrow items, Lender may not charge Borrower for holding and applying the funds, annually, separately, the escrow account, or

(including Lender, if Lender is also a signatory) or in any Federal Home Loan Bank. Lender shall apply the funds to pay the

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in a circumstance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

Lender may receive the amount, so Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, less a lesser amount, so Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount,

1974 as amended to a time to issue, 12 U.S.C., Section 2601 et seq. (KESPA), unless another law that applies to the funds

related mortgage for a may require for Borrower's account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

if any: (e) ready mortgage insurance premiums, if any; (f) yearly hazard or property insurance premiums; (g) yearly flood insurance premiums,

or ground rents, on the Property, in any; (g) yearly hazard or property insurance premiums; (h) yearly leasehold payments and assessments which may affect this Security Instrument as a lien on the Property; (i) a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law in a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. 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:

2. Security Interest: Uniform Security Instrument covering real property.

THIS SECURITY INSTRUMENT constitutes uniform covenants for national use and non-uniform covenants with limited

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

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grants and conveys the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

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

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, and

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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 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. 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 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 Lender's good faith judgment could result in forfeiture 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 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, 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.

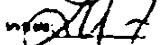
7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation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

DPS 1091

Form 3024 1980



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EDL  
Form 3014, 1990  
DPS 1992

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LMP 6R112

16. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

Digitized by srujanika@gmail.com

13. 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 of this Security Instrument or the Note purports to be ineffective, invalid or unenforceable, 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

<sup>14</sup> COMMEX has now issued a memorandum to its members confirming that it is to be discontinued.

<sup>11</sup> See also *American Anthropologist*, 1923, Vol. 25, pp. 1-12, for a discussion of the problem.

13. Loan ("borrower"), if the loan secured by this Security instrument is subordinated to a law which sets maximum loan charges, and that law is similarly interpreted so that the interest of other loan charges collateral or to be collected in connection with the

Securit y instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Securit y instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Securit y instrument or to the terms of this Securit y instrument if the Note without the Borrower's consent.

12. Successors and Assignees Bound: Joint and Several Liability. (a) Successors. The successors and assigns of this Lender shall be bound by this Security Agreement and shall be liable to the Borrower for all obligations of the Borrower hereunder.

unless Leader 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 of clause 1 of part one of such payments.

calculated as summarized in column 2 and apply the procedure; it is optional, either to assign some of the factors to one ship or to this Seaway Interim, whether or not due.

be applied to the sum so secured by this Security instrument whether or not the sums are then due.

tasking. Unlike Deltawater and Lemmerdijk who have a more limited or no funding at all, the other five providers, the proceeds shall

and the amount of the sum received immediately before the date of the property's transfer is less than the amount of the sum received immediately before the date of the property's transfer.

before the election. Any public service still be paid to Boltaxer. In the event of a general strike of the Province in which the last

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued 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 accrued by this market value of the Property immediately before the taking, the amounts paid to Borrower and Lender otherwise in writing, the sums accrued by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following ratios:

will be paid to Leander

10. (Undertaking). The proceeds of any award or claim for damages, direct or consequential, in connection with any determination of either taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and  
borrowed to the use of the Company for the payment of all expenses and costs of the same.

9. Inspector shall give a copy of his report and inspection results upon and to the lessee and lessor of the Property.

pay annuities may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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**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 meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note 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 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 Law. The preceding two sentences 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 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 Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, 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 covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under 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.

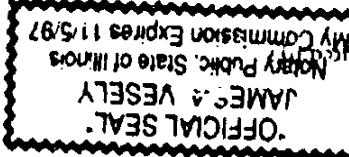
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 1014 8/90

DIS 1094

RECEIVED  
CIRCUIT CLERK'S OFFICE  
ILLINOIS STATE OF ILLINOIS  
MAY 1990



My Commission Expires  
Given under my hand and affixed seal, this 29th day of November 1994  
Signed and delivered the said instrument at HER office and Notary seal, for the uses and purposes herein set forth  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE  
, personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS, COOK COUNTY  
I, JAMES A. VESELY, a Notary Public in and for said county and state do hereby certify  
that LORRAINE A. BREWER, SINGLE, NEVER BEEN MARRIED  
(County as)  
is a Notary Public in and for said county and state do hereby certify

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

LORRAINE A. BREWER

RECEIVED NOV 29 1994

WITNESS:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Address:

23. Rider(s) to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument and supplemental thereto applicable by its terms.
- 1-4 Family Rider  
 Condominium Rider  
 Planned Unit Development Rider  
 Bi-weekly Payment Rider  
 Monthly Payment Rider  
 Adjustable Rate Rider  
 balloon Rider  
 Bi-monthly Payment Rider  
 Second Home Rider  
 Other(s) [Specify] \_\_\_\_\_

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

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## RIDER - LEGAL DESCRIPTION

UNIT NUMBER 212 IN THE PARKVIEW CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1: LOT 2, THE SOUTH 50 1/2 FEET OF LOT 3, THE EAST 74 FEET OF LOT 3 (EXCEPT THE SOUTH 50 1/2 FEET THEREOF) AND THE EAST 74 FEET OF LOTS 4 AND 5 (EXCEPT THAT PART OF LOT 5 FALLING IN EUGENIE STREET), ALL IN GALE'S NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

PARCEL 2: LOTS 1 AND 2 AND THAT PART OF LOT 3 FALLING WITHIN THE NORTH 113.62 FEET OF ORIGINAL LOT 1 IN WOOD AND OTHER'S SUBDIVISION OF SAID ORIGINAL LOT 1 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID IN COOK COUNTY, ILLINOIS;

PARCEL 3: LOTS 1 TO 9 BOTH INCLUSIVE (EXCEPT THAT PART LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE DRAWN THROUGH THE SOUTH WEST CORNER OF EUGENIE STREET AND NORTH LASALLE STREET AND THROUGH A POINT ON THE SOUTH LINE OF LOT 10, 14 FEET WEST OF THE WEST LINE OF NORTH LASALLE STREET), ALL IN BLOCK "B" IN THE COUNTY CLERK'S DIVISION OF PORTIONS OF UNSUBDIVIDED LAND LYING BETWEEN THE EAST LINE OF GALE'S NORTH ADDITION TO CHICAGO, AFORESAID, AND THE WEST LINE OF NORTH CLARK STREET ALL IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24558738 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

14-33-423-048-1012

04021019

DPS 049

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# **FIXED/ADJUSTABLE RATE RIDER**

(1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 29TH 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 Fixed/Adjustable Rate Note (the "Note") to  
WINDSOR MORTGAGE INC.

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

1660 NORTH LASALLE STREET-UNIT 212, CHICAGO, ILLINOIS 60614

### **Property Address**

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8.8750% a change in the initial fixed rate to an adjustable interest rate, as follows:

 The Note also provides for

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

#### **(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of DECEMBER , 1999 , and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

## (B) The Index

Beginning with the first Change Date, my adjustable 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 Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**MULTISTATE FIXED ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX: Single Family - Fannie Mae Uniform Instrument**

309

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DIS-ACT

Form 31825/94 Rev. 07/94

Form 31825/94 Rev. 07/94

INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM GOVERNMENT 17 OF THE SECRETARY OF INFORMATION DESCRIBED IN SECTION B ABOVE SHALL THIS GOVERNMENT 17 BE IN EFFECT, AND THE PROVISIONS OF THIS GOVERNMENT 17 OF THE SECRETARY TO BE IN EFFECT UNTIL THE INTEREST RATE STATED IN SECTION A ABOVE, UNIFORM GOVERNMENT 17 OF THE SECRETARY OF INFORMATION DESCRIBED IN SECTION B ABOVE SHALL THIS GOVERNMENT 17 BE IN EFFECT.

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

(a) Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property 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 10 days from the date the notice is delivered to mail within which Borrower must pay all sums secured by this Security Instrument, if Borrower fails to pay the same prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without notice or demand on Borrower.

INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM GOVERNMENT 17 OF THE SECRETARY OF INFORMATION DESCRIBED IN SECTION B ABOVE SHALL THIS GOVERNMENT 17 BE IN EFFECT AS FOLLOWS:

1.1 STL. BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

The Note Holder 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 new monthly payment becomes effective on each Change Date. I will pay the amount of my new monthly payment changes agrees to pay the new interest rate will never be greater than 11.8750%.

(C) Notice of Change  
(D) Effects on Interest Rate (Changes)  
(E) Effective Date of Changes  
or less than 5.8750%. X. Thereafter, my adjustable interest rate will never be increased or decreased by any single Change Date by more than two percentage points (2.0%). From the date of interest rate changes, the Note Holder will pay the new monthly payment 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 next Change Date in full on the future Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. The Note Holder will be my new interest rate until the next Change Date.

(F) Effects on Interest Rate (Changes)  
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 until the next Change Date.

2.7500 X. 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 two and three fourths before each Change Date, the Note Holder will calculate my new interest rate by adding percentage point(s).

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**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 transferee as if a new loan were being made to the transferee; 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.

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

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

*Lorraine A. Frewert* \_\_\_\_\_ (Seal)  
LORRAINE A. FREWERT \_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
\_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
\_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
\_\_\_\_\_ -Borrower

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29TH 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  
WINDSOR MORTGAGE INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1660 NORTH LASALLE STREET-UNIT 212, CHICAGO, ILLINOIS 60614

Property Address

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

PARKVIEW 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 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 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; (ii) by-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 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 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 provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the 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.

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3140 9/90

13300-8-91081.0

Page 1 of 2

VMP MORTGAGE FORMS - (313)263-8100 - 1800/621-7291

DP 9-2010  
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Form 3140-9/90  
DPS 2890

09021019

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

LORRAINE A. BREWERT

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

Leander to Borrower requesting placement.

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay

any amount paid by Lender under this paragraph F shall become additional debt of Borrower.

(a) any action which would have the effect of rendering the public liability insurance coverage

assumption by the Owners Association unacceptable to Lender.

(b) termination of professional management and assumption of self-management of the Owners

benefit of Lender.

(c) any amendment to any provision of the Condominium Documents if the provision is for the express

request by condominium of owners.

(d) the abandonment or termination of the Condominium Project, except for abandonment of a

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

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

consent in writing, sell, transfer, assign, lease, or otherwise dispose of the Property or any part of the Property

as provided in Paragraph 10.

Borrower in connection with any conveyance of all or any part of the Property, whether of the

unit or of the common elements, or for any conveyance in lieu of condominium, are hereby assigned and shall be

D. Condemnation. The proceeds of any award of claim for damages, direct or consequential, payable to