County, Illinois:

1985 HOV 13 PM 12: 51

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# **MORTGAGE**

**BOX 305** 

UNIT NUMBERS '3507' AND '3508 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (ALPEINAFTER REFERRED TO AS PARCEL): LOTS 13, 14, 15 AND 16 IN SUBDIVISION OF BLOCK 3 OF OUTLOT 'A' OF WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1886 AS DOCUMENT 773976 IN BOOK 24 OF PLATS, PAGE 31, IN COCK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR 2626 LAKEVIEW CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A' THUSTEE UNDER TRUST

AGREEMENT DATED MAY 4, 1967 AND KNOWN AS TRUST NUMBER 25000, AND RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23671679 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL UNITS AS DEFINED AND SET FORTH IN SAID DECLARARTION AND SURVEY) IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NO.: 14-28-318-064-1355 9/356

Rf

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

85 280 189

MON NOW Suite 0049 Chicago, Illinois 60670 The First National Bank of Chicago Two First National Plaza CATHLEEN BRADY REO 71191-8 This instrument prepared by and should be returned to: Certify that the same person(s) whose name(s) whose name(s) whose name(s) whose name acknowledged that THEY he instrument, as the core of the said instrument as the core of the said official seal, this civen under my hand and civen under STATE OF ILLINOIS, CANA [Space Below This Line For Acknowledgment] BOWITA I.N. FRIEDLAND (Seal) BY SIGNING BELOW, Borrower accepts and . grees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrover and recorded with it. ASDENDUM TO ADJUSTABLE RATE RIDER [ylibaqa] (s)nədiO 🕍 L Planned Unit Development Rider Tobial Payment Rider 2-4 Family Rider TabiX muinimobno⊃XX Ak Adjustable Rat Rider and shall amend and anoplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security instrument as if the rider(s) were a immediate payment in full of all aums 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 19, including, but not limited to, reasonable attorneys! fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not applied first to payment of the costs of management of the Property and ceasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

22. Valver of Homestead. Borrower shall pay any recordation costs.

23. Rillout charge to Borrower waives all right of homestead exemption in the Property.

23. Rillout charge and recorded to 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 together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into together with this security instrument, the coverning and agreements of each such rider shall be incorporated into

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 immediate payment in full of all sums secured by this Security Instrument without further demand and sums to see the security instrument without further demand and immediate payment in full of all sums secured by this Security Instrument without further demand and immediate payment in full of all sums secured by the Security Instrument without further demand and

Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security or before the date specified in the notice may result in acceleration of the sums secured by this Security.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following

If Lender required the require its trante as a condition of matiffy the bay separed by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable

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

tion.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation,

are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (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.

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

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

of such payments.

10. Bo ro ver Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend ture 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 remedy shall not be a waiver of or preclude the exercise of any right or

remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Distrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of para, raph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, gran, and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) purpose that Lender and any other Regional may be supposed by the Security Instrument; 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.

12. Loan Charges. If the soan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permittee limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permittee 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 by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment w thout any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If er actment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums seruled by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in

the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower design to by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein transporter 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 govered 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

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 remédies permitted by this Security Instrument without further notice or demand on Bor-

TOWER.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, 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 paragraphs 13 or 17.

from Lender to Borrower requesting payment.

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

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Unless Lender and Borrower of the monthly payments referred to in paragraphs I and Sor and Sorrower of the amount of the payments. If under paragraphs I 9 the property is acquired by Lender, Borrower's right to any insurance polities and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property, Leaseholds. Borrower shall not destroy, damage or of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property to deteriorate or commit waste. If this Security Instrument is absentially change the Property allow the Property in the lease, and if Borrower acquires fee title to the Property, the leasehold, Borrower shall comply with the provisions of the lease, and if Borrower and instrument in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform significantly affect Lender's rights in the Property; Instrument, or there is a legal proceeding that may not on or to enforce laws or regulations), then Lender appearing in court, paying reasonable attorneys' fees and entervorte and enforce laws or regulations), then Lender's actions may include paying any sums secured by a lien or to enforce laws or regulations), then 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 enterving on the Property to make repairs. Although Lender's actions under this paragraph? Lender does not have to do so.

for which Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to I endor and shall include a standard mortgage clause, Lender shall have the right to hold the policies and renewal. Lender requires, Borrower shall promptly give to Lender shall have the right to hold the policies and renewal. Lender shall promptly promptly notice to the insurance carrier and Lender. Lender may make proof of it as I not made promptly by Borrower. Unless Lender all receiptes of the forewer otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair is not economically leasible or Lender's security would be lessened, the insurance droceders are not repair is not economically leasible or Lender's security is not escoration or repair is not economically leasible or Lender's security would be lessened, the insurance earlier has offered to settle a claim, then Lender's security in 30 days a notice from acceptable the insurance carrier has offered to settle a claim, then Lender may use the portower. If Borrower abandons the Property, or does not answer vitting in not then due, with any exceedes shall be applied to the sums secured by this Security Instrument, which has the insurance carrier has offered to settle a claim, then Lender and Borrower abandons the Property or to pay sums secured by in a 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 easien of the angeling of the ground of the grown in the insurance carrier has offered to settle a claim, then Lender and Sor in True settle of the angeling when the insurance of the angeling of the settle and the settle

Lender's opinion operate to prevent the entorce arm of the near of interture of any part of the troperty, of (c) security holder determines that any part of the Jroperty; to Lender subordinating the lien to this Security Instrument, Lender may give Borrower a not ce identifying the lien, Borrower shall satisfy the lien or this Security Instrument, Lender may give Borrower a not ce identifying the lien, Borrower shall satisfy the lien or take one or more of the actions set forth above with 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the imp ovements now existing or hereafter erected on the Property insured against loss by fire, hazards included within, no term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be trail insined in the amounts and for the periods that I ender requires insurance estrier providing the insurance shall be trail insurance above the general providing the insurance and for the periods that I ender requires the insurance carrier providing the insurance shall be that the amounts and for the periods that I ender requires insurance carrier providing the insurance shall be that the amounts and for the periods that promptly furnish to Lender receipte. Videncing the payments.

Borrower shall promptly discharge any lien 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; opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) and the payment of the lien of any part of the Property; or (c) and the bayman operate to prevent the enforcement of the lien of any part of the Property; or (c) and the bayman the holder of the Property or (c) the lien and agreement of the lien of the Property or (c) the lien and agreement of the lien of the Property or (c) the lien and agreement of the lien of the Property or (c) the lien and agreement of the lien of the Property or (c) the lien and agreement of the lien and agreement of the lien of the property of the lien and agreement of the lien of the property or (c) the lien and the bayman to the lien and agreement of the lien of the lien and agreement of the lien of the lien and agreement of the lien of the lien and agreement of the lien agreement of the lien and agreement of the lien agreement of the lien and agreement of the lien agreement of the

4. Charges; Liens. Darrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may acted a property which may acted to the Broperty which may acted any acted to the Brower shall pay these o big stions in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time diectly 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 pupit the paragraph. If sorrower makes these payments to be paid under this paragraph. If sorrower makes these payments directly, Borrower shall pupit the paragraph. If sorrower makes these payments to be paid under this paragraph.

required by render.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If under paragraph 19 the Property or its acquisition by Lender, Lender shall apply, no P. te. than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the lime of application as a credit against the sums secured by this Security Instrument.

3. Application of application as a credit against the sums secured by this Security Instrument. under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; take and last, to principal due, and each to principal due.

required 6. Lender. is made or applicable law requires interest to be paid, Lender shall not be required to pay borrower any interest or carnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds and controlled for which each debit to the Funds was made. The Funds are credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. If the amount of the Funds held by Lender, together with the future monthly payments of Funds held by Lender, together with the future monthly payments of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as gorrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security frammer, if any. These items are called "escrow items." Lender may premiumer, in the Property, if any; (c) yearly hazard insurance estimates of future escrow items.

The Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds cheer on the basis of current data and reasonable estimates of future escrow items. Lender may not cluarge for holding and applying the Funds, analyzing the account or verifying the escrow items. Lender may not cluarge for holding and applying the Funds, analyzing the account or verifying the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the account or verifying the feares, unless lender pays Borrower interest on the runds and applicable law permits Lender may agree in artification to be required to pay Borrower and Lender pays Borrower interest on the runds and applicable law permits Lender may agree in artification to be required to pay Borrower and Lender pays Borrower in the runds and applicable law permits Lender may agree in artification to be required to pay Borrower and Lender and applicable law requires interest to be paid, Lender shall not be required to pay Borrower and Lender and all apply the Funds and applicable law and Lender and green and account or equired or applicable and agreement or be paid, Lender and a green and acco



Tius Co	NDOMINIUM RIDER is made this	30TH	day of	OCTOBER	19 85
and is incorpora	ited into and shall be deemed to iment") of the same date given by THE FIRST NATIONAL	amend and supp	lement the Mort	gage, Deed of Trus	t or Security Deed (the
	and covering the Property descr N. LAKEVIEW UNIT #3		ity Instrument ar		
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium p					
known as:	2626 N. LAKEVIE	w condomin	NIUM		
***************************************		(Name of Condomin		*************************	*****************************
"Owners Assoc	nium Project"). If the owners a dation") holds title to property ver's interest in the Owners Assoc	for the benefit of	or use of its mer	nbers or sharehold	lers, the Property also
CONDO	SINIUM COVENANTS. In addition	on to the cover	ants and agreed	nents made in the	Security Instrument

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

- A. Con'om'nium 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 40, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Inc. raice. 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 insUniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hizard 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 in urance 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 accept ble in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or enum for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or at y part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are he eby 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 9.
- E. Lender's Prior Consent. Borrower shall not, except after rotice 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 lire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
- (iii) termination of professional management and assumption of self-mana genient of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lerder may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

PAUL C. FRIEDLAND

-80

BONITA I. N. FRIEDLAND

REO 71191-CB

# This ADJUSTABLE RATE RIDER TO MORTGAGE is made this

OC TORER 19.85 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:

> 2626 NORTH LAKEVIEW . U-3507-8 CHICAGO . ILLINOIS (Property Address)

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

8.750 %. Section 4 of the Note provides for changes in the interest rate and the monthly The Note provides for an initial interest rate of payments, as follows:

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### General.

The interest rate (pay will change based on movements of the Index (described in Section 4(C)) and rate change limitations (described in Section 4(E))

### (B) Change Dates

The interest rate I pay mry change on the first Change Date and on every January 1 and July 1 thereafter. Each day on which my interest rate could change is called a "Change Date" since interest is collected in arrears, the amount of my monthly payment may change on each February 1 and August 1 after the first Change Date

# (C) The Index.

Beginning with the first Change Date, my interest rate will be based on an Index. Although the Index value on the first Change Date cannot be predicted, the Index value for the month of SEPTEM SER 19...85 8.09

The "Index" is the monthly average yield, expressed as a percent per annum, for six month certificates of deposit (CDs) traded in the secondary market, as published in the Federal Reserve's statistic if release H-15 and the Federal Reserve Bulletin and as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month policy will be based on the most recent Index available at the end of the month preceding the Change Date. If the Index is no longer available, the Noie Folder will choose a new index and will give me notice of this choice.

#### Calculation of Changes.

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.6 percentage points to the Index. The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date.

With each interest rate change, the Note Holder will determine the new a mount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in an interest rate and loan payment in accordance with Section 4(G).

## Limits on Interest Rate Changes.

On the first Change Date, the interest rate will not increase or decrease from the in Italian sate set forth in Section 2 by more than points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one (1) percentage point or by less than one-tenth of one (0.10) percentage point.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than

### **Effective Date of Changes**

My new interest rate will become affective on each Change Date, i will pay the amount of my new cothly payment on the first monthly payme date after each Change Date until the amount of my monthly payment changes again.

## Notice of Changes.

The Note Holder will mail me a notice of any rate change at least 25 days before there is a change in my mor thly payment. This notice will inclu

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower acknowledges all the terms hereof.

ISign Original Only)

Property of Cook County Clerk's Office

# ADDENDUM TO: ADJUSTABLE RATE RIDER TO MORTGAGE (CONVERSION TO FIXED RATE LOAN)

This ADDENDUM ("Addendum") to Adjustable Rate Rider to Mortgage is made

this 30TH day of 0CT0BER , 19 85 and is incorporated by reference into and amends and supplements (i) the rider ("Rider") executed by the undersigned to The First National Bank of Chicago ("Bank") and dated the date hereof and (ii) the mortgage ("Mortgage") which is also executed by the undersigned to the Bank and dated the date hereof.

All of the provisions of the Rider and the Mortgage are incorporated by reference into this Addendum and all terms used in this Addendum which are defined in the Adjustable Rate Note ("Note") which secures the Mortgage shall have the meanings given in such Note. In addition to the covenants and agreements made in the Mortgage, the Note Molder and A further agree as follows:

Note Holder and I further agree as follows:

#### A Terms.

Subject to the terms of this Addendum, I may choose to convert my adjustable rate of interest on the Note to a fixed rate of interest on any Conversion Date by sending the Note Holder a written notice requesting that the conversion be made. Only one such written request is permissable. The request must be recilized by the Note Holder at least 60 days prior to the Conversion Date. The "Conversion Date" is any January 1 or July 1 boliveen the 25th and the 59th regularly scheduled payments on the Note.

After receipt of my recreest, the Note Holder will send me a written notice advising me (a) what fixed rate is available to me based on the fixed rate in effect for conventional, fixed rate, 30 year mortgage loans offered by the Note Holder at the time my request is received, (b) the payment amount sufficient to repay the principal balance of the loan over the remaining term of the original note, and (c) the documentation which must be completed by me at least 10 pusiness days before the Conversion Date.

Notwithstanding anything to the contrary in this Addendum, if the Note Holder determines that there are no comparable terms offered on the date my request for conversion is received of all properly completed documents have not been received by the Note Holder within the time frames specified above, I will not have the option the convertied above, I will not have the option the convertied above, I will not have the option the convertied above. Further, I understand that I cannot from default under the terms of the Note and I must continue to occupy the properly which secures the Note as my primary residence.

## B Payment of Conversion Fee.

If I convert my adjustable interest rate to a fixed intrinstriate as provided herein, I will pay the Note Holder, in addition to the Note Holder's custom-

ary closing and title insurance fees, a conversion see equal to ONE AND ONE-HALF

( 1-1/2 %) of the principal amount of the Note that may not been paid as of the Conversion Date. I will pay all such fees on or before the Conversion Date.

#### C Determination of New Payment Amount.

After the Conversion Date, the Note Holder will determine the amoint of the monthly payment necessary to repay my toan in substantially equal payments by the maturity date. This will be the new amount of my monthly payment. The Note Holder will notify me of this amount and all other information required by law. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment, and the Interest rate I pay will not change from the fixed rate of Interest established as of the Conversion Date.

#### D Certain Terms of Note no Longer Applicable.

If the conversion feature described in this Addendum becomes effective, the provision's of Section 4 of the Note shall cease to be effective as of the Conversion Date and the interest rate will be fixed as agreed by the parties.

By signing this ADDENDUM TO ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrees to all the terms hereof.

Borrower

**Seall** 

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BONITA I.N. FRIEDLAND

ISIGN ORIGINAL ONLY

REO 71191-8 CB

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