## UNOFFICIAL 60PM

ECH DEC -3 PM 2:32

85306385

MORTGAGE

206033-7

("Lender").

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 14 19 85 The mortgagor is DAVID A. HURWITZ AND PAULA P. HURWITZ, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and clisting under the laws of THE UNITED STATES OF AMERICA and whose address is

4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634

Borrower owes Lender the principal sum of ONE HUNDRED ONE THOUSAND AND NO/100---

101,000.00). This debt is evidenced by Borrower's note Doile. # , U.S. \$ 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 DECEMIER 1, 2015

This Security Instrument secures to Lender: (a) the repayment of the uebo evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 Berry wer'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

OCATED IN COOK

UNIT NUMBER 3-"E" OF 616-618 WAVELAND AVENUE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE EASTERLY 55 FERT OF THE SOUTHERLY 157-1/2 FEET OF THE WESTERLY 170 FEET OF LOTS 6 AND 7 IN BLOCK 6 IN HUNDLEY'S SUB-DIVISION OF LOTS 3 TO 21 AND 33 TO 37 BOTH INCLUSIVE IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGL 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS "PAPCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY THE FIRST NATIONAL BANK OF BLUE ISLAND AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 30, 1944 AND KNOWN AS TRUST NUMBER C53 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT; 23566297 TOGETHER WITH AN UNDIVIDED 16.667 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AS SET FORTH IN SAID LECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

14-21-106-028-1005

which has the address of 616 WEST WAVELAND - UNIT 3E

Illinois

60613

("Property Address");

TOOETHER 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

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.

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Another the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 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 receiver shall be applied that to payment of the property and collected by the receiver shall be applied that to payment of the receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.  21. Release. Upon payment of all sums secured by this Security Instrument.  22. Walver of Homestead, Borrower ahall pay any recordation to sate.  23. Walver of Homestead, Borrower waives all right of homestead exemption in the Property.  23. Release to take Security Instrument.  24. Release to take Security Instrument.  25. Walver of Homestead, Borrower waives all right of homestead exemption in the Property.  26. Walver of the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]  26. Release. Open payment and agreements of this Security Instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]  27. Family Rider  28. Walver of Rider Any Instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]  28. Walver of Rider Any Instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]  29. Release. Upon payment Rider Any Condominium Rider  29. Release. Dense Rider Any Instrument Rider  29. Release. Instrument Rider Any Rider Any Rider  29. Release. Instrument Rider Any Rider Any Rider  29. Release. Instrument Rider Any Rider A	BY SIGNING BELOW, Borrover accepts and agrees to the terms and covenants contained in this Security					
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And Leader is Possession. Upon acceleration under paragraph 19 or abandomient 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 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 and collected by Lender or the receiver shall be applied first to payment of the cessiver's foes, and then to the aims accured by this Security Instrument.  21. Release. Upon payment of all sums secured by this Security Instrument.  23. Walver of Homestead. Borrower shall pay any recordation costs.  23. Walver of Homestead. Borrower shall pay any recordation costs.  23. Walver to this Security Instrument. If one or more riders are executed by Borrower and together with this Security for trument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of each such rider shall be incorporated into and shall amend and Instrument. [Check applicable box(es)]  Instrument. [Check applicable box(es)]						
20, Leader 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 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 and collected by Lender or the receiver shall be applied first to payment of the receiver's bonds and reasonable attorneys' fees, and then to the aums accured by this Security Instrument.  23. Release. Upon payment of all sums secured by this Security Instrument.  Instrument without charge to Borrower shall pay any recordation costs.  23. Walver of Homestead, Borrower shall pay any recordation in the Property.  23. Release to this Security Instrument.  23. Release to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security for trument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement ing covenants and agreements of each such rider shall be incorporated into and shall amend and supplement ing covenants and agreements of each such rider shall be incorporated into and shall amend and supplement ing covenants and agreements of each such rider shall be incorporated into and shall amend and supplement ing covenants and agreements of each such rider shall be incorporated into and shall amend and supplement ing covenants and agreements of each such rider shall be incorporated into of this Security.						
30. Leader is 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 by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rent the Property and to begin the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.  21. Release. Upon payment of all sums secured by this Security Instrument.  Instrument without charge to Borrower shall pay any recordation costs.  Instrument without charge to Borrower shall pay any recordation costs.  23. Waiver of Homestead, Borrower shall pay any recordation in the Property.	this Security in trument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement ing coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security					
30. Leader 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 by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to be entitled to enter upon, take possession of and manage the Property and to payment of the costs of the Property and collected by Lender or the receiver shall be applied first to payment of the costs of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable 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	23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.					
20. Leader 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 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 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 limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on	21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security					
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30. Leader in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time	appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the troperty including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the					
ANT BOT HIMTOR IN TRESCRIPTS STRUCTURE, TODG SEC COSTS OF THEE SYNDRESCS.	but not limited to, reasonable attorneys' fees and coats of title evidence.  30. Leader in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time					
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,						
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						
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-						
default; (c) a date, not leas 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						
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Becarity Instrument (but not prior to acceleration under paragraphs 13 and 17 universe applicable iaw provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the universe applicable iaw provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the	breach of any coverant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17					

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

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 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 law.

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 inspection.

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. Horrower fails to respond to Lender within 30 days after the date the notice is given, Lender is as the ized 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. Borrower No 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 oproste to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amort extion of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's specessors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the eterrise of any right or remedy.

11. Successors and Assigns Bound, Joint and Several Liability; Co-signers. The covenants and agreements of

this Security Instrument shall bind and benefit 'ne necessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and ag 'cements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-gigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the tarms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) 19, ees 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.

If the loan secured by this Sec rity Instrument is subject to a law which sets maximum loan 12. Loan Charges. 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: (1) my such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any turns 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 seduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable / coording to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the ster as pecified 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 designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by nonce to Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

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 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 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.

requesting payment.

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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or fee title shall not merge unless Lender agrees to the Property; Mortgage Insurance.

7. Protection of Lander's Rights in the Property; Mortgage Insurance.

1. Protection of Lander's Rights in the Property; Mortgage Insurance.

2. Covernants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect to a second of the containing that may significantly affect.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower acquires fee title to the Property, the leasehold and

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

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 O-lay period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender 12,81 the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any pacess paid to Borrower. If of the Property damaged, if the testoration 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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall he applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made prompily by Borri we h

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

unreasonably withheld.

ensurance carrier providing the insurance shall be chosen by Borrons quiject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the e.n. wits and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the interdvements now existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a lien which may attain prioring over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the Ilan o this Security Instrument. If Lender determines that any part of 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 o agrees in writing to the payment of the obligation accured by the lien in a manner acceptable to Lender; (b) contests in good receipts evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a) Borrower shall promptly discharge any lies the lies in a manner accentable to Lender; (b) contests in good

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 Bor over makes these payments directly, Borrower shall promptly furnish to Lender Note; third, to amounts payabl; under paragraph 2; fourth, to interest due; and leat, to principal due.

4. Chargest Liena. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain privity over this Security Instrument, and lesschold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in the manner.

application as a ctedit posinat the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable haw provides otherwise, all payments received by Lender under paragraphs I and 2 shell be applied: first, to late charges due under the Note; second, to prepayment charges due under the

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon asyment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, Lender shall apply, no later

amount necrearry to make up the deficiency in one or more payments as required by Lender.

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any the due dates 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 Berrower or credited to Borrower on monthly payments of Funds. If the If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

shall give to Borrower, without charge, an annual accounting of the Funds showing 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 requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the malyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender pays The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items.

one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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 ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

## TO THE COURT A HOLD BY TO A CHIEF TO HENDER TO

206022-7

ADJUSTABLE RATE RIDER
THIS ADJUSTABLE RATE RIDER is made this 14TH day of NOVEMBER 19 85, 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 (the Tender") of the same date and covering the property described in the Security Instrument and located at: LOAN ASSOCIATION OF ILLINOIS  616 WEST WAYELAND - UNIT 3E, CHICAGO, ILLINOIS 60613
(Property Address)
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT, IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.
Additional Covenants. In addition to the covenants and agreements made in the Security Instruments, Borrower and Lender further covenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for a sinitial interest rate of = 9.000%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### PROPERTY DATE AND MONTHLY DANALEST CHANCES

٠,	11 TO THE PARTY OF
	(A) Change Dates
	The interest rate I will pay may change on the first day ofDECEMBER
12	th month thereafter. Lac' 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 based on an Index. The "Index" is the:
	Quarterly National Cost of Fund to FSLIC-Insured Savings and Loan Associations, as made available by the
	Federal Home Loan Bank Board.
	☐ Weekly average yield on United States Vreasury 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 videx which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

TWO & ONE HALF \_\_\_\_96 or lower than \_\_\_\_\_

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity 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) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the analyze 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.

### (E) Notice of Changes

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

#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN PORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any or ejest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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 may also 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, I ender 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 Adjustable Rate Rider.

. (Scal) Horrower (Scal) Borrower XAYS

RECORD AND RETURN TO:
BOX 130
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS 4901 WEST IRVING PARK ROAD
CHICAGO, ILLINOIS 60641
ATTN: PATRICIA HORA

Property of Cook County Clerk's Office

## UNCOFFICILAL RIDER, P3 Y66033-7

THIS CONDOMINIUM RIDER is made this 14TH day of NOVEMBER 19 85 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

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS.) of the same date and covering the Property described in the Security Instrument and located at:

## 616 WEST WAVELAND - UNIT 3E, CHICAGO, ILLINOIS 60613 [Property Address]

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

616 WEST WAVELAND

(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.

CONDOMIN'CA COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender (orther covenant and agree as follows:

- A. Condomicales 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 & (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all does 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 Condominum Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the regions, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then
- (i) Lender waives the province in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard inscrapte 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 insurace, 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 Secretty 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 faminages, 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 heu of condemnation, are hereby assigned and shall be paid to 1 ender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument at provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Horrower 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 condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
  - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance for crage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then I ender 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.

14-21-106-028-1005

RECORD AND RETURN TO :

THE TALMAN HOME FEDERAL SAVINGS AND

LOAN ASSOCIATION OF ILLINOIS 4901 WEST IRVING PARK ROAD

ATTN : PATRICIA HORA

CHICAGO, ILLINOIS

DAVED A. HURWITZ

Tuna C

HURWITZ

(Seal)

(Seal)

Property of Coot County Clark's Office

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STATE OF ILLINOIS, CONC	County ss:	
le the undersigned	, a Notary Public in and for said county and state,	
do hereby certify that DAVID A. MURWIT	2	
, personal'y	nown to me to be the same person(s) whose name(s) ARE	
subscribed to the foregoing instrument, appeared	be ore me this day in person, and acknowledged that ${f T}$ he ${f Y}$	9
signed and delivered the said instrument as	THEIR free and voluntary act, for the uses and purposes therein	<u> </u>
set forth.		Ö
Given under my hand and official scal, this	14th day of November , 1985	K
My Commission expires: 1115/88	01/00	