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86005368

\$16.00

533004 MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 2
19 86 The mr 1g, gor is CHARLES D. SHARP AND JUDITH C. SHARP, HUSBAND AND WIFE

("Borrower"). This Sourity Instrument is given to THE NORTHERN TRUST COMPANY

which is organized and xis ing under the laws of THE STATE OF ILLINOIS 50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675

and whose address is

("Lender").

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

50,000.00). This debt is evidenced by Borrower's note Dollar (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 JANUAP 1, 2016

This Security Instrument paid earlier, due and payable on secures to Lender: (a) the repayment of the debt 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 Borrover's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby n'or la ge, grant and convey to Lender the following described property COOK located in

UNIT NUMBER 17E AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERENCE TO AS PARCEL): LOTS 60, 61, 81 AND 82 (EXCEPT THE SOUTH 64 FEET (F LOTS 81 AND 82) IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF SOUTH 1/2 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUM-BER 31107 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 19772502; TOGETHER WITH AN UNDIVIDED INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) .

×₁₇₋₀₃₋₂₂₇₋₀₁₈₋₁₀₈₇

Mortgagor furthermore expressly grants to the Mortgagee its successors and assigns as rights and easements appurtenant to the above described real estate the rights and easements for the benefit of said property set forth in the aforementioned declaration and all other rights and easements of record for the benefit of said property. This Mortgage is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein. 🗲

which has the address of

201 EAST CHESTNUT - UNIT 17-E

(City)

Illinois

1029 960 DF Macche

60611 [Zip Code]

("Property Address");

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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

UNOFFICIA	TEBRUS TERMINER AN HEROS OF STORY ILLINOIS 60675 TERMINER AN HICKORY TERMINER AN HICKORY TO A STORY THE PROPERTY OF THE PROPE
	PREPARED BY THOMAS J. HALPIN CATICAGO, IL 60675 CASCORD AND RETURN TO :
Carbara X Seaun	1891 ,81 del Expires Feb. 18, 1987
00 61 homelak 10 600 70	Given under my hand and official scal, this My Commission expires:
	set forth. Given under my hand and official seal, this
free and voluntary act, for the uses and purposes therein	AIBHTes insmurtent bise off borovilob bas bongie
me this day in person, and acknowledged that The	subscribed to the foregoing instrument, appeared before
国知A (a)befine person(s) whose name(s) ad to be the	, personally known to
10_	do hereby certify that CHARLES D. SHARP AND
, a Motary Public in and for said county and state,	SSNOT 7 PROPERTY 10 ZIMO
County as:	STATE OF ILLINOIS,
	, ,,, ,
(Is92), rewortoß-	
лемотю8-	
(Seal)	
JODITH C. SHARP/HIS WIFE Gorows	<u></u>
CHARLES D. SHARP 69010401	
	DI BILL 1940 I AG (CO BONDONO (CO LODA) (UB UL DUB ILIQUIS DELIT
rees to the terms and covenants contained in this Security	BY SIGNING BELOW, Borrower accepts and agn
OR COVENANT #21	[Karper(s) [specify] MOFTGAGE RIDER F
Init Development Rider	
	auppement ine (09/19mins and agreements of this Securinstrument. [Check apricable box(es)] [XXXII ustable Rate Rider [XXII] XXpndomin
t of homestead exemption in the Property. ore riders are executed by Borrower and recorded together with each such rider shall be incorporated into and shall amend and ity Instrument as if the rider(s) were a part of this Security ity Instrument as if the rider(s) were a part of this Security	this Security It with the covenants and agreements of
by this Security Instrument, Lender shall release this Security	21. Release, Upon payment of all sums secured be instrument without charge to Borrower. Borrower shall pe
r paragraph 19 or abandonment of the Property and at any time wing judicial sale, Lender (in person, by agent or by judicially ossession of and manage the Property and to collect the rents of by Lender or the receiver shall be applied first to payment of the rins, including, but not limited to, receiver's fees, premiums on the secured by this Security-Instrument.	prior to the expiration of any period of redemption follor appointed receiver) shall be entitled to enter upon, take por the Property including those past due. Any rents collected
a may require immediate payment in full of all sums secured by pursuing the remedies provided in this paragraph 19, including, tile evidence.	this Security Instrument without further demand and in Lender shall be entitled to collect all expenses incurred in but not limited to, reasonable attorneys' fees and costs of the
notice is given to Borrower, by which the default must be cured; its specified in the notice may result in acceleration of the sums in proceeding and sale of the Property. The notice shall further on and the right to assert in the foreclosure proceeding the non-or acceleration and foreclosure. If the default is not cured on or	and (d) that failure to cure the default on or before the accured by this Security Instrument, foreclosure by judic inform Borrower of the right to reinstate after acceleration existence of a default or any other defense of Borrower t
octice to Borrower prior to acceleration following Borrower's unit apecify; (a) the default; (b) the action required to cure the notice is given to Borrower, by which the default must be cured:	breach of any covenant or agreement in this Security Insti- uniess applicable law provides otherwise). The notice sh

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

UNOFFICIAL COPY :

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 cettle 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. Borrower Not A cased; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operage 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's (uc) espors 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; Jrint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreen en's 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, grant 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) 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.

If the loan secured by this Security in trument 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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums a ready collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to areas 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 without any prepayment charge under the Note.

If enactment or expira ion of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 secured by this Security Instructent and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps sp.c.fed 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 notice to Bo rower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender wher, given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of 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.

 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 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.

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tequesting payment.

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

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. in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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 fee title shall not merge unless Lender agrees to the merger in writing.

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

1. Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect to refer the contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

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

Instrument immediately prior to the acquisition.

postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of he ayments. If under paragraph 19 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 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal stall not extend or

when the notice is given.

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the brocked to repair or restore the stellers a claim, then Lender may collect the insurance proceeds. Lender may use the procked to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-d ty teriod will begin applied to the sums secured by this Security Instrument, whether or not then due, with any area's paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lender's security would be lessened, the incurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the incurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shart be applied to restoration or repair

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

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 requires Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower carrier to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The 5. Hazard lasurance. Borrower shall keep the improve hents now existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lien (51) is 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 or forfeiture of at y rart of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of at y rart of the Property; or (c) secures from the holder of the lien an agrees in writing to the payment of the obligation of ured by the lien in a manner acceptable to Lender; (b) contests in good receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (8)

pay them on time directly to the person on et payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrow et rankes these payments directly, Borrower shall promptly furnish to Lender to Lender the paragraph. 4. Charges; Liens. Boltow er shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold 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 pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall be a considered in the manner.

Note; third, to amounts payable in der paragraph 2; fourth, to interest due; and last, to principal due.

opon payment in tent of an autom secured by tine Security standards, bender, leader the highly feature to between the bird by I grader than intention to the sale of the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit sequential secured by this Security Instrument.

3. Application of Payments. Unless applicable the provides otherwise, all payments received by Lender under under and an accordance of Payments, to late charges due under the barespire of Payments payment charges due under the blote; third, to amounts navable it der nameranh 2: fourth, to interest due; and last, to principal due.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower 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 the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Punds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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. 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 leaves and assessments which may attain priority over this Security Instrument; (d) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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 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 ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote, until the Note is paid in full, a sum ("Funds") equal to Lender of the Applicable of the Note o



NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IN-CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

, 19 86 JANUARY , and is incorporated into and shall 2ND day of This Rider is made this be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

THE NORTHERN TRUST COMPANY

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

201 EAST CHESTNUT - UNIT 17-E, CHICAGO, ILLINOIS 60611 Property Address

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

A. INTERES' RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 10.250%. The Note interest rate may be increased or decreased The Note has an "Initial Interest Rate" of , 19 89 day of the month beginning on FEBRUARY and on that day of the on the 15T month every 36 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Indiv.]

- (1) IX Weekly average vield on United States Treasury securities adjusted to a constant maturity of 1 year.
- (2) O The most current monthly national median cost of funds for FSLIC Insured savings and loan associations.
 - (3)

Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.20%) to the Current Index. The most recent Index figure available as of the date days before each Change Date is care, 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 below, this rounded amount will be my new interes rate until the next Change Date.

The Note Holder will calculate the revised monthly principal and interest payment to maintain the amortization of the loan for the remaining portion of the loan term.

Limit on Interest Rate Changes

The rate of interest I am required to pay shall never be increased or decreased on any single Change 3.000 from the rate of interest I have been paying for Date by more than 3.000percentage points (the preceding twelve months. Also, my interest rate shall never be greater than 14.250 %, nor lower than 6.250 %. B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying tha lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that fien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

(Seal) - Borrower CHARLES D. SHARP

(Seal) -Borrower

Borrower

(Seal)

533004

JUDITH C. SHARP/HIS WIFE

(Seal) -Borrower

ADJUSTABLE RATE LOAN RIDER

MORTGAGE RIDER FOR COVENANT #21

THIS RIDER is incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as;

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER is hereby authorized to charge a resaonable fee for the preparation and delivery of a RELEASE OFED.
- BORKOWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, DORROWER has executed this RIDER.

SEAL)

CHARLES D. SHARP

SEAL)
BORROWER

JUDITH C. STARP/HIS WIFE

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UNOFIDENCE P \$ 3 2004

THIS CONDOMINIUM RIDER is made this 2 ND day of JANUARY . 19 86 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 NORTHERN TRUST COMPANY

(the "Lender")

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

201 EAST CHESTNUT - UNIT 17-E, CHICAGO, ILLINOIS 60611
[Property Address]

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

201 EAST CHESTNUT CONDOMINIUMS

(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'CM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and League arther covenant and agree as follows:

- A. Condomin'um Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Focuments. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium "roject; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all areas 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 progistor in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uni orm 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 a ty 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, o.,, proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for La nages, 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 lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is rrowided in Uniform Covenant 9.
- E. Lender's Prior Consent, Borrower shall not, except after notific 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 in 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 coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Leider 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 if in 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.

17-03-227-018-1087

CHARLES D. SHARP

JUDITH C. SHARP/HIS WIFE

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Property of County Clerk's Office