UNOFFIC

Peoples Federal Savings & Loan Mortgage Department 9204 Columbia Avenue Munster, Indiana 46321

EPT-01 RECORDING \$2222 TRAN 0472 08/29/86 15:07:00 48145 호텔 목무용소구공업으로수 COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on <u>AUGUST 11</u> 86. The mortgager is <u>RODOLFO M. ALMASE & ROSALINDA A. ALMASE. HUSBAND & WIFE</u> "Borrower"). This Security Instrument is given to PEOPLES FEDERAL SAYINGS AND LOAN ASSOCIATION , which is organized and existing the security in the security Instrument is given to PEOPLES FEDERAL SAYINGS AND LOAN ASSOCIATION , which is organized and existing the security in the security Instrument is given to PEOPLES FEDERAL SAYINGS AND LOAN ASSOCIATION , which is organized and existing the security in the s	
er the laws of The LUNITED STATES OF AMERICA and whose address is 9204 COLUMBIA AVENUE MUNSTER, INDIANA 46321 ("Lender" rower owes Lender t'.: p incipal sum of \$SIXTX-THREE THOUSAND AND).
id the same date as this Scourty Instrument ("Note"), which provides for monthly payments, with the full debt, if not learlier, due and payable on	ot nt id is d
Note. For this purpose, Borrower does nereby mortgage, grant and convey to Lender the following described propert ted in	у 5:
SEE ATTACHED	

PERMANENT INDEX NO: 17-10-122-022-1133

which has the address of ______535_NORTH_MICHIGAN_#1105_____ [Street]

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.

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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; unless applicable law provides otherwise). The notice shall specify: (a) the default (b) the action required to cure the of Sand Covenant or agreement in this Security Instrument (but not prior, essention not an arresting in the Sand of the Society of the Societ 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

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 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; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or 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 Funds, analyzing 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 may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 this Security Instrument.

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, 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 required by Lender.

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 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 against the sums secured by this Security Instrument.

3. Application of Properts. Unless applicable law provides otherwise, all payments received by Lender under

paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the

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

4. Charges; Liens. Borrower 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 me manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrowe makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

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

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

unreasonably withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's socurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurence proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any e cess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the Assurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-dry period will begin when the notice is given.

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

Instrument immediately prior to the acquisition.

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 shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

requesting payment.

UNOFFICIAL COPY

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had Security finetrument, 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 obligation to pay the sums secured by this Security Instrument shall continue unchanged. (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: 28. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have an 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power, of sale contained in this Security Listering the contained at the Property Property Property of the Property Property Property of the Property Proper remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any 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 federal law as of the date of this Security Instrument. secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the troperty or any interest in it is sold or transferred and Borrower is not a natural

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Sec in Alastrument.

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security, instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security in its ment or the Mote jurisdiction in which the Property is located. In the event that any provision or clause of this Se sur, v. Instrument or the 15, Coverning Law; Severability. This Security Instrument shall be governed by feele all law and the law of the

in this paragraph. first class mail to Lender's address stated herein or any other address Lender designates by artice 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

14. Notices. Any notice to Borrower provided for in this Security Instrur. ent shall be given by delivering it or by mailing it by first class mail unless applicable haw requires use of another me. a.d. 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 Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by paragraph 17

permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of rendering any provision of the Mote or this Security Instrument unenforce to according 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

If enactment of expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. partial prepayment without any prepayment charge under the Note under the Note or by making a direct payment to Borrower. It a celured reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (2) ray sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may chot se to make this refund by reducing the principal owed connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law list fine preted so that ite interest or other loan charges collected or to be collected in that borrower's consent.

modify, forbear or make any accommodations with regard to the terms of this Security Instrument of the Mote without the sums secured by this Security Instrument; and (2) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property u ider the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the Not :: (a) is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's covenants and agreements shall be joint and several: Any Borrower who co-signs this Security 11. Successors and Assign. Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall binc at a least the successors and assigns of Lender and Borrower, subject to the provisions

shall not be a waiver of or preciude the exercise of any right or remedy by the original Borrower or Bon rewer's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise manding amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrower s' 2011, ot operate to release the liability of the original Borrower or Borrower's successors in interest. modification of amorazation of the sums secured by this Security Instrument granted by Lender to any successor in

10. Borrense Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or bostboue the one oute of the mouthly payments referred to in paragraphs I and 2 or change the amount of such payments. Unless ender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

paid to Borrower. unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the sums secured immediately the amount of the sums secured immediately before the taking, divided by (b) the fair market yalle before the taking, divided by (b) the fair market yalle before the taking, divided by (b) the fair market yalle before the taking, divided by (b) the fair market yalle before the taking.

Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

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

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

UNDFFICIAL CORY

THIS ADJUSTABLE RATE RIDER is made thisI.ITH, day of AUGUST	, 19 , and
is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Tru	ast or Security Deed
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to	
Adjustable Rate Note (the "Note") toPEOPLESFEDERALSAVINGSANDLOAN	
(the "Lender") of the same date and co	vering the property
described in the Security Instrument and located at:	

SPO GOUSSIAN ANICHIGAN AVE 1105 CHICAGO, ILLINOIS 60610
VITOEMEN VI (VA) (Propeny 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 Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of <u>SEPTEMBER</u>, 19.89, and on that day every <u>12......</u> th month thereofter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

If the Index is no longer available, the Note Ho der will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

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 a, 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 amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

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

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

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

MULTISTATE ADJUSTABLE RATE RIDER

recording the property of the control of the

September 1997

Single Family—FNLMC Uniform Instrument Form 3106 12/83

The Charleston of All Carlo Constitution of the Martin of

NAME OF THE PROPERTY OF THE PR	
from quarter in this the to Commence, of their was a second	 A service of the Problem of the Appendix of the A
Brownsteff Empley in Champault, and therefore misses and the control of the contr	Anna and American State of the Committee
Application and appreciate built made process out the contract of	CALUMET CITY, IL 60409
	P.O. BOX 1245
	SEO BURNHAM AVE.
gyan ing palamang Atang tinang a 186 Metik a 1862. Pendamban Menandan dalam berandan dan berandan dan beranda Berang Pendamban dan berandan dan berandan dan berandan berandan dan berandan berandan berandan berandan dan be	AT TA YELLAW
anguli liberah di pinggan kelanggan penggan berah liberah di pinggan berah berah liberah di pinggan berah bera Berah di penggan berah	al sullog of 1840a
TO THE SERVICE AND THE HEALTH AND THE SERVICE OF TH	
्रक ातिकार्यत् क्षेत्रें अन्ति अर्थे का जिल्ला असमान्तिकार अर्थः अर्थः व्याप्तः । । । १९७४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४ - १९४४	tillika og skommender i tillskrivetinger. Han men har skommitte og skommen
Commence of the Commence of th	व्याच्या कृतिक वर्गात्म व स्वयं प्राप्ता । कृ
bas progressions of a communication colored and colored and	ego er ingan, hjórga serege nemzőnő, apolik Misch (
	t sel de la coma differencia de la coma
	र क्षेत्र पुरुष द्वारा समारक्षा समार्थिक अभागविक व्यक्ति । द्व
	Secretary Secretary Control
ne te cere a Seergasek Leta e carb pro abore (ar could dipagois kultas a Change	enda (a la capa tres 1 gias espelitar es a les las Calvas data dispera eta y la lata la calvas da Cal
	1 (1) (1) (1) (1)
of the comment of the state of the control of the c	ing the region of the state of
e yezh kwizañ ez a kampe eget e armet ina eo ar eus	in de la companya del companya de la companya del companya de la c
addina salawa akuna dawan sa dinida sa salawa sa	The state of the s
	enganette bei endriche de Tal
agai II ng sablad gaok galik gadan mang bah o mang pagangan ini 1 4 828 titu mang managang sa	and the later later of the lateral training a second sets may be destructed to the lateral lateral temporal sets for lateral and the lateral lateral lateral lateral sets for lateral
- militari informati sum militari port Bilancia marifi in arma, applitario arma transcrimenta de la compania d	on the second through authors are little to
Millianedae di particular prin ca pe dels pres de el la	production of his says the contract to the
en kan di kanan di Karaman dan Karaman Kanan dan k Kanan dan kanan dan k	T 4
ROSALINDA A. ALMASE Bottower	tages of the second of the second of
(Corolde de Minero	
Sample and the mount of the party of the same and the same	
RODOKTO M. ALMASE BOTTOWER	prompted to the second of the
oga ja mangat baj kalikula potetaj var i Genil som ilo estrata se estra	r er til regiser dag i blegte i 💉 efter 🔻 🔻
Taping are a close to the contract of the cont	사용 공사 반대학교 전 사이트 이 그는 그들은 것이 하는 사람이 가고 있다는 것은
.2.00%.	beecest Rate Adjustments will not exceed
be charged by this note is	The minimum yearly interest rate that will
	The maximum yearly indeced rate that will will will will be the that will be the the that will be the that will be the the the the that will be the the the the the the the the the th
	i sabivorg rabiR ate Mais aldesujb A ad T.
chapping a grant to gift agost the profit and grant to the Marchest Color of the Albert Sind. The against a the state were food than Seaso to the tentent between the color of the Albert SNO.	CONTRACTOR OF CONTRACT OF A SECURITION OF THE PARTY OF THE PROPERTY OF THE PRO
The Tip Bull Scan and may built bouten the series of any across the first the SNO	and a robust of solidist distribute from the
They are the medica shall be used contained by Lender the radicine is	furher notice of demand on Bottower.
er may invoke any remedies permitted by this Security Instrument without	brail bonac sint lo nollatidxa ani or tona

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 transferce to sign an assumption agreement that is a free manufactured to Lender, and this continue to be obligated under the Note and this Security Instrument, Borrower will continue to be obligated under the Note and this Security Instrument unless in the promises. Borrower in writing.

1f Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of mailed acceleration. The notice shall provide a period of not less than 30 days from the date the notice shall provide a period of notice sums the date the notice shall give to pay these sums which Borrower fails to pay these sums

UNQFEICHAL COPY 4

THIS CONDOMINIUM RIDER is made this11TH
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
PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
535 N. MICHIGAN AVE #1105 CHICAGO ILLINOIS 60610
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
known as:
535 N. MICHIGAN ASSOCIATION [Name of Condominium Project]
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the

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

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

- A. Cond nil ium 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 done of the Constituent Documents.
- B. Hazard Institute 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:
- within the term "extended coverage" then:

 (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for ha and insurance on the Property; and
- (ii) Borrower's obligation of der 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 no ice of any lapse in required hazard insurance coverage.

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in 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 as provided in Uniform Covenant 9.
- E. Lender's Prior Consent, Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty of 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 coverage maintained by the Owners Association unacceptable to Leader.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lader 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.

RODOLFO N. ALMASE (Seal) Borrower

y Rosalide l'Almace ROSALINDA A. ALMASE

ROBERT C. COLLINS, JR. ATTORNEY AT LAW
850 BURNIAM AVE.
P.O. BOX 1245
CALUMET CITY, M. 54464

or

86385284

Unit No. 1105, 535 N. Michigan Avenue Condominium as delineated on the survey of portion of the following property (Collectively referred to as "Parcel");

Half of Block 21 in Kinzle's Addition to Chicaga in Section 10, Township 39 North, Lot 7 in Assessor's Division of the South Half and the Last 100 feet of the North Range 14, East of the Third Principal Meridian, 'un Cook County, Illinois.

Lots 8 and 9 in Assessor's Division of the South half and the East 100 feet of the North half of Block 21 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Gook County, Illinois.

Parcel 3:

21 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of Lot 7 in W.L. Newberry's Stocky ston of the North 118' of the West 200 feet of Block the Third Principal Merician, in Cook County, Illinois,

The triangular snaped part of the East and West public alley lying Wesy of and adjoining the East line of for 7, extended South, to its intersection with the South line of Lot vacated by U.dinance passed October 11, 1961 and recorded November 1, 1961 as Document 18318484, all in Cook County, Illinois which survey is attached as Exhibit A to the Mc. 31:7574, together with its undivided percentage interest in the Common elements 7, extended last, in said Newberry's Subdivision, being that portion of said alley Declaration of Condominium recorded as Document No. 25290228 and filled as Document as defined and set forth in the Declaration of Condominium.

17-10-123-022-1133 doss 1 miles Easement for the benefit of Parcel A for ingress, egress and support as created by and recorded December 29, 1979 as Document No. 25298696 and filled as Document No. the Declaration of easements, covenants and restrictions dated December 15, 1979

MAIL ID:
ROBERT C. COLLINS, JR.
ATTORNEY AT LAW
850 BURNHAM AVE.
P.O. BOX 1245
CALUMET CITY, IL 60409