C3595

# UNOFFICIAL COPY of

87443720

THIS DOCUMENT PREPARED BY BETH MEYERHOLZ THE PROVIDENT FINANCIAL 400 W. LAKE STREET ROSELLE, IL 60172

- [Space Above This Line For Recording Data] -

### MORTGAGE

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 outer sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Forrower's covenants and agreements under this Security Instrument and 

UNIT 2W IN SHERIDAN-WINONA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN THE SUBDIVISION OF THE WEST 574 FEET OF BLOCK 1 IN W.C. GOUDY ESTATES SUBDIVISION OF BLOCK 5 IN ARGYL' 12 THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 24772432 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELECTRIS, IN 750 OFFICE COOK COUNTY, ILLINOIS.

TAX # 14-08-407-023-1011 VOL. 478

which has the address of 949 W. WINONA #2W CHICAGO (City) Illinois 60640 ("Property Address"); [Zip Code]

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 44713 SAF SYSTEMS AND FORMS

87443720

This instrument was prepared by Company from 1777; My. Commission Expuse 7/25/89 Notary Public, State of Illinois KATHLEEN HOWE My Commission Expires: Witness my hand and official seal this..... -12/01 (he, she, they) executed said instrument for the purposes and uses therein set forth. (his, her, their) have executed same, and acknowledged said instrument to be ...... .... free and voluntary act and deed and that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared A Constant and for said county and state, do hereby certify that COUNTY OF Open Coop STATE OF (lso2).... **Э**ОНИ МасРНЕКЅОИ, А ВАСНЕЬОЯ Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Be to ver accepts and agrees to the terms and covenants contained in this Security Other(s) [specify] Tadunted ayr lent Rider Planned Unit Development Rider 2-4 Family Rider XX Condominium Rider XX Adjustable Ante Rider Instrument. [Check.ar.plicable box(es)] supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security for trament, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23, Rivers to this Security Instrument, If one or more riders are executed by Borrower and recorded together with 22: Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security 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. appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially but not limited to, reasonable attorneys' fees and costs of title evidence.

20, Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time Lendor shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. defore the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nondefault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further informs Research to security in a security in the security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security is security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the sec

19, Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the

NOW: UNIFORM COVENAUTS. 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 piedged 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 Find; 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 again. The sums secured by this Security Instrument.

3. Application of I amounts. 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 under 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 the 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 Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any ler, 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 firm in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority 2/e. 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 "extended or verage" 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 Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, because shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall 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 te apolied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's scurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess said to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to tepair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day regiod will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall it 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.

occurred. However, this right to reinstar shall not apply in the car

Burrower 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,

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

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

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately 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 this Security Instrument shall be reduced by this secured by this Security Instrument shall be reduced by

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.

postpone the duc date of the monthly payments referred to in paragraphs. I and 2 or change the amount of such payments. Uniess Let der and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums see fred by this Security Instrument, whether or not then due.

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 interest of Borrower hall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of any resolution of the sums secured by this Security Instrument granted by Lender to any successor in 10. Borrov er Not Released, Forbearance By Lender Not a Walver. Extension of the time for payment or

shall not be a waiver of or precluce the exercise of any right or remedy. by the original Borrower or Borre wer's successors in interest. Any forbeatance by Lender in exercising any right or remedy

that Borrower's consent. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument; inc (c) agrees that Lender and any other Borrower may agree to extend, List Security Instrument shall bind and Assign a forecast of the provisions of paragraph 17. Borrower shall be joint and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a cyrements a shall be joint and several. Any Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a cyrements a consignation of paragraph 17. Borrower's covenants and a cyrements a consignation of paragraph 17. Borrower and a constant and convey that Borrower's interest in the Property under the Action of this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property under the Action of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, the Action of the Actio

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 ref., and reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. necessary to reduce the charge to the permitted limit; and (b) a sy sums already collected from Borrower which exceeded 12. Loan Charges, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the fin crest 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

rendering any provision of the Note or this Security Instrument unenforcantic 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 permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of If enactment o expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights.

Paragraph 17.

inderggraph ni 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 borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Londer when given as provided 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 14. Notices.

Note are declared to be severable. 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 jurisdiction in which the Property is located. In the event that any provision or clause of this Sect rit) Instrument or the 15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the

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 interest in it is sold or transferred (or if a beneficial interest in Borrower 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 Security Instrument. It all or any part of the Property or any

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. Berrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period federal law as of the date of this Security Instrument.

Al no 61 shorage Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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### 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 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 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, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

## BORROWER'S CONVERSIO'S OPTION

- (a) Borrower may modify the repayment terms of the indebtness evidenced hereby on the first Change Date or at any time up to but not including the fifth Change Date. At that time, Borrower may convert the Adjustable Rate Loan evidenced by this Note into any one of the mortgage programs available under the Lender's convertible program to be fully repaid in equal monthly payments of principal and interest over the remaining term of this loan.
- (b) Borrower must have had no late mortgage payments (n ore than 15 calendar days after the payment due date) for the twelve months prior to exercising the conversion option.
- (c) Borrower must contact Lender to convert the loan and provide Lender with the five hundred dollar (\$500.00) conversion processing fee. This constitutes registration of the loan for conversion.
- (d) Borrower's monthly payments at the new interest rate will begin as of the irst monthly payment after approval by Lender and receipt by Lender of the executed modification.
- (e) If Borrower fails to convert the loan within the time frames specified above, Borrower can no longer exercise the option to convert. In this case, the terms of this Note will continue in effect without any change.
- (f) Upon timely delivery to Lender of the executed modification to the Note, Section 4 above shall cease to be effective.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

JOHN MacPHERSON	(Seal
•••••	(Seal
***************************************	(Seal
Witness	(Sign Original Only

87443720

## **UNOFFICIAL COPY**

#### ADJUSTABLE RATE RIDER

CONVERTIBLE OPTION (1 Year Index - Capped)

THIS ADJUSTABLE RATE RIDER is made this	th day of $\dots$ Al	UGUST	, 19 <sup>87</sup> , and is in	corporated	
into and shall be deemed to amend and supplement th	e Mortgage, D	eed of Trust or S	ecurity Deed (th	e "Security	
Instrument") of the same date given by the undersigned (th	ne "Borrower") t	to secure Borrower	r's Adjustable Rat	e Note (the	
"Note") to PROVIDENT FINANCIAL SERVICES, INC.	. AGENT FOR	MORTGAGE	COMPANY. (the	"Lender")	
Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to PROVIDENT FINANCIAL SERVICES, INC. AGENT FOR CONNECTICUT NATIONAL. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:					
949 W. WINONA #2	2W, CHICAGO	, IL 60640			

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

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

## INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of . 7.75... %. The Note provides for changes in the interest rate and the monthly payments, as follows

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

The interest rate I will pay may change (n the first day of SEPTEMBER .... 19.88 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (2.75) to the Current index. The Note Holder will then round out the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next

The Note Holder will then determine the amount of the monthly payment tha would be sufficient to repay the unpaid principal that 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 is called the "Full Payment." It will be the new amount of my monthly payment.

The interest rate will not be changed by more than .2... percentage points on any Cha. ve Date. The Note Holder will adjust the new interest rate so that the change will not be more than that limit. The new interest rate will equal the figure that results from this adjustment to the interest rate calculation.

The maximum interest rate change will not be more than ... percentage points. The Note Ho'de will adjust the rate so that the change in the interest rate will not be more than that limit.

#### (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 mail me a notice at least thirty and no more than forty five days before each Change Date, if there is to be a change in the interest rate. The Note Holder will advise me of: the new interest rate on my loan; the amount of my new monthly payment; and any additional matters which the Note Holder is required to disclose.

#### (F) Required Full Payment

Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly payment.

MULTISTATE ADJUSTABLE RATE RIDER -- 1 Year Treasury Index -- Single Family

PRODUCT CODE.

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Tue Coupounium Buren is made this 10t	ħ	AUGUCT	7
THIS CONDOMINIOM RIDER IS MAGE THIS			198.7,
and is incorporated into and shall be deemed to amend as	id supplement the M	lorigage, Deed of Trust	or Security Deed (the
"Security Instrument") of the same date given by the under The Provident Financial Services, Inc. AGENT FOR	CONNECTICUT NA	TIONAL MORTGAGE	(the "Lender")
of the same date and covering the Property described in th	e Security Instrumer	at and located at: COMPA	NY
of the same date and covering the Property described in the 949 W. WINONA	#2W, CHICAGO,	IL 60640	***************************************
The Property includes a unit in, together with an undivi	ded interest in the c	common elements of, a c	ondominium project
	-WINONA CONDOM	INIUM	•
•	Condorninium Project)		
(the "Condominium Project"). If the owners association "Owners Association") holds title to property for the bincludes Borrower's interest in the Owners Association an	enefit or use of its	members or shareholder	rs, the Property also
CONDOMINIUM COVENANTS. In addition to the	covenants and ag	reements made in the S	Security Instrument.
Borrower and Lender further covenant and agree as follow	_	, como maga in the c	, , , , , , , , , , , , , , , , , , ,
A. Condeminium Obligations. Borrower shall p		ower's obligations unde	r the Condominium
Project's Constituen, Documents. The "Constituent Doc	uments" are the: (i	) Declaration or any off	her document which
creates the Condomiraum Project; (ii) by-laws; (iii) code of			ients. Borrower shall
promptly pay, when due an dues and assessments imposed			
B. Hazard Insurance. So long as the Owners Ass			
"master" or "blanket" policy on the Condominium Projecoverage in the amounts, for the periods, and against the			
within the term "extended coverare," then:	c nazarus Lenue; i	edanes, mendanik me a	no nazaros menuco
(i) Lender waives the provision in Uniform	Covenant 2 for the	monthly payment to Len	der of one-twelfth of
the yearly premium installments for here insurance on the			
(ii) Borrower's obligation under Uniform C	ovenant 5 to maintai		
is deemed satisfied to the extent that the required coverage			•
Borrower shall give Lender prompt notice of any la			
In the event of a distribution of hazard instrance			
Property, whether to the unit or to common element, an paid to Lender for application to the sums secured by in : S			
C. Public Liability Insurance. Borrower shall tal			
Association maintains a public liability insurance policy ac	ceptable in form, am	ount, and extent of cover	age to Lender.
D. Condemnation. The proceeds of any award or c	lain fo damages, di	rect or consequential, pa	yable to Borrower in
connection with any condemnation or other taking of all c	r any part of the Pro	operty, whether of the un	it or of the common
elements, or for any conveyance in lieu of condemnation,			
shall be applied by Lender to the sums secured by the Secur			
E. Lender's Prior Consent. Borrower shall not,		to Lender and with Le	nder's prior written
consent, either partition or subdivide the Property or conse (i) the abandonment or termination of the		ect except for abandon	ment or termination
required by law in the case of substantial destruction by fit	e or other casualty	wir the case of a taking	by condemnation or
eminent domain;	000 0111111 011111111111111111111111111		.,
(ii) any amendment to any provision of the C	Constituent Docume	nts if the provision is for t	the express benefit of
Lender;		T'	
(iii) termination of professional managemen	t and assumption of	self-management of the	Owners Association;
or			and the second second second
(iv) any action which would have the effect of	it rendering the publ	ic hability insurance cov	erage maintained by
the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay condomining	um dues and assessi	ments when due, then Le	nder may pay them.
Any amounts disbursed by Lender under this paragraph F	shall become addition	onal debt of Borrower sec	exceed by the Security
Instrument, Unless Borrower and Lender agree to other ter	ms of payment, thes	e amounts shall bear inte	rest from the date of
disbursement at the Note rate and shall be payable, with in	erest, upon notice fr	om Lender to Borrower	requesting payment.

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

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