BARBARA KONOPKA

THE PROVIDENT FINANCIAL

400 W. LAKE STREET

ROSELLE, IL 60172

87481259

(Space Above This Line For Recording Data)

## MORTGAGE

THIS	MONTGAGE ("Securit	v Instrument") is given	on AUGUST 31	************************	
1987 The	[JON (AROT IS   SYNVIND.	・といれつかいすいひゅっ ないかい	ARLUKANGLAKKI	LOUBETA.BACHEL	OR
*****************		("Borrower")	. This Security Instrumer	nt is given toTHE.PR	QVIDENT
financial si	ERVICES, INC. Agent for Co.	necticut National Morige	sge Company	which is organized a	and existing
under the law:	RVICE, NC Agent for Co THE STA	E OF ILLINOIS	and whose address is	1210 WASHINGTO	N
STR	EET. V.S. NEWTON.	MA 02165			("Lender").
Borrower owe	EET. VAST NEWTON. Lender the principal sur	n of ONE HUNDRED	TWO THOUSAND AND	NO/100	
		T. Dollars (U.S. \$.102)	000.00 This de	bt is evidenced by Borr	ower's note
dated the sam	e date as this Security Ins	trument ("Note"), whic	h provides for monthly i	payments, with the full	debt. if not
naid earlier, di	ue and payable or	SEPTEMBER	1, 2017	This Security	Instrument
	nder: (a) the repayment o				
	(b) the payment of all at				
	ument; and (c) the perform				
the Note, For	this purpose, Borrower de	ser reserv morrgage, gr	ant and convey to Lende	r the following describe	ed property
located in			*****************************	Cour	ity, tilinois:

#### UNIT 1321-5 IN NAMENORMS GOVER FOR MOVE CONDOMINIUM AS DELIMENTED OF THE PLAT OF SURVEY OF THE POLLOWING FOR MICEO TRACT OF REAL ESTATE:

PARCEL 1: LOTE 1 TO 14 BOTT, MCLUSIVE AND LOT 43 (BECEFT THE SOUTH 14 FERT THERROF PREVIOUS), DEDT-19ED FOR WEBLIC ALLEY) AND LOTS 43 TO 40 BOTH INCLUSIVE, ALSO AND WACATCO ALLEY LYING EAST OF AND ADJOINING LOTS 1 TO 6 INCLUSIVE, PORESAID AND HEST TO ADDOINING THE MORTH 9 FERT OF LOT 7 AFORESAID AND WEST TO ADDOINING THE MORTH 9 FERT OF LOT 43 AFORESAID AND ALL OF TO 3 TO 45 AFORESAID BOTH INCLUSIVE, ALL IN SLOCK 1 IN BATTAT, SUBJUISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH, RANGE 14, THE SOUTHEAST 1/4 OL SCOTION 30, TOWNSHIP 40 MORTH AND 30 MORT AND 3

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO 7:8 DECLARATION OF COMMONITION OMMERSHIP, RECORDED IN THE OFFICE OF THE '2C ROLE OF DEEDS OF COME COUNTY; ILLINOIS, AS DOCUMENT NO. \$715)307, A SAME OF DEEDS THE TO THE: TOUSTHER WITH ITS UNDIVIDED INTEREST I! THE COMMON BLEMENTS, AS SET FORTH IN SAID DECLARATION.

REMERTS, AS SET FORTH IN SAID DECLARATION.

This deed is subject to: [i] non-delinquent general real estate axes and special city or county taxes or assessments; [ii] energable notations and restrictions of ready //v] imitations and cenditions and restrictions of ready //v] imitations and cenditions estate in Illinois Cendesinium --exty Act and the Chicago Municipal Code, Chapter 100.2, both as asseder /-y time to time; [v] terms, provisions and conditions set fort [i] Declaration of Condominium Ownership of Navthorno Court Townhood Condominium, recorded in the Office of the Recorder of Deads of Coe-County, Illinois, as Document Mumber 27111201, as assended from time (vi) private, public and utility eassent, including any eassements established by or implied from said Declaration of Condominium Ownership; (vii) and dene or suffered by, through or under Grantes; (viii) lesses and agreements effecting the Common Illments and (ix) liens and other matters of title over which Intercount Title Company of Illinois is villing to insure.

GRAFTOR ALSO MERRY GRAFFS TO GRAFTER, ITS SUCCESSORS AND ASSIGNS, AS BIGHTS AND EASEMENTS APPLYTHANT TO THE SUBJECT UNIT DESCRIPTION HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEZIT OF BAID UNIT SET FORTH IN THE BECLARATION OF COMPOSITION, AND GRAFTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID RESIDENCE FOR THE REPORT OF THE REMAINING LAND GREETER THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVEHANTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION, THE SAIS AS THOUGH THE SHOUSE OF SAID DECLARATION HERE RECITED AND STIPMANTED AT LEAST METERS.

14-26-414-001

which has the address of33	21-C N. RACINE	CHICAGO
	[Street] ("Property Address");	(City)

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.

	22/1
	This instrument was prepared by Co
	Motern Engines 6/30/50 / Notery Public
_	(SEAL) Paris, such of limits
59	My Commission Beelfild, SEAL"
<u> </u>	
$-\widetilde{\infty}$	C8 81 T2N 2N 4 Ae yab T2   S sini lass tain the break ym seem "W
87481259	(he, she, they)
$\infty$	(his, her, their)
	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, have executed same, and acknowledged said instrument to be free and voluntary act and deed and that
	Toda CD Pool M. L.C. + CARA Lough and state, do hereby certify that
	TWAY A MANY DAY OF THE PROPERTY OF THE PROPERT
	COUNTY OF COOK SS:
	STATE OF TALLINOIS
	Magnetia Albania Albania
4 S	B: E1 T8/10/P8 OTTF NAMT - 111/W) B: E2 B 수는 또 등 # 위상 4# :
BE. T. P.	SEPT-01 RECORDING
	[Space Below 17.4 Line For Actinowledgment]  LARRY COURET  —Gordoner
	(1808) Karra 7 MVO7
	KONYTD DODOFNICK —goncomen
	(/(طارعايماليك / مظمالها والماليالية
	Instrument and in any rider(s) executed by Borrower and recorded with it.
	BY SIGNING BELOW, Parrower accepts and agrees to the terms and covenants contained in this Security
	Munadal (a) sama
	Oraduziec Par ment Rider     Danned Unit Development Rider     Other(s) [specify]
	[X] Adjusitel Rate Rider [3] Condominium Rider [3-4] Family Rider [4] Gradustel Parael Pider
	fnatrument. [Cne. x pplicable box(es)]
	this Security Traitument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
	23. Ridges to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
	Instrument without charge to Borrower. Borrower ahall pay any recordation costs.  22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.
	receiver's bonds and reasonable attorneys' fees, and then to the aums secured by this Security Instrument.  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
	appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Troperty including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
ന	20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially
Š	but not limited to, reasonable attorneys' fees and costa of title evidence.
	this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,
33	existence of a default or any other defense of Borrower to acceleration and foreclosure, If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
87481259	inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-
	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
	unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
	Te branch of any coverant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 53 and 77
	19. Acceleration; Remodies. Lander shall give notice to Borrower prior to acceleration following Borrower's

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



If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is withorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums securer 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 Net Released: 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 operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify an orizzation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or preclude the exactise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and ben aft the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, 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.

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 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 such so already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument, half be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The active 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 Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender's han 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 or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

## **UNOFFICIAL COPY**

requesting payment.

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

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?, Lender does not have to do so. regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the fee title shall not merge unless Lender agrees to the merger in writing.

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; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

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 under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

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

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender, Lender may make proof of loss if not made promptly by Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender (equ res, 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.

3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The requires insurance carrier providing the insurance shall be chosen by Borrowsr subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrowsr subject to Lender's approval which shall not be

of the giving of notice. agreement satisfactory to Lender subordinating the definition this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain privity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the liet of take one or more of the actions set forth above within 10 days 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 part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien and prevent the enforcement of the lien and prevent the enforcement of the lien or forfeiture of the lien and prevent the enforcement of the lien and prevent the enforcement of the lien and prevent the enforcement of the lien and the receipts evidencing the payments.

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

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

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

pay them on time directly to the perion owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Low ower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If Low ower makes these payments directly, Borrower shall promptly furnish to Lender. Note; third, to amounts payric's under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liena. Dorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain princity 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

than immediater prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a co. dix against the sums secured by this Security Instrument.

3. Application as a co. dix against the sums secured by this Security Instrument.

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

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later amount necessary to make up the deficiency in one or more payments as required by Lender.

Up in fayment 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 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.
If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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 The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to

UNIFORM COVENANTS. Borrower and Lender coverant and agree as follows:

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



and is incorporate "Security Instrum , The Provident I	cominium Rider is made this 31st day of August , 19.87, and into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the sent") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Financial Services, Inc. agent for Connecticut National Mortgage Company (the "Lender") and covering the Property described in the Security Instrument and located at:  3321-C N. Racine, Chicago, IL 60657
The Property incl	udes a unit in, together with an undivided interest in the common elements of, a condominium project
known as:	Hawthorne Court Townhome Condominium (Name of Condominium Project)
"Owners Associat	am Project"). If the owners association or other entity which acts for the Condominium Project (the tion") holds title to property for the benefit or use of its members or shareholders, the Property also is interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
A. Condo Project's Constitu creates the Condo promptly pay, who B. Hazare "master" or "blan coverage in the as within the term "e (i) I the yearly premiur (ii) is deemed satisfied Borrower's In the ever Property, whether paid to Lender for C. Public Association maint: D. Condes connection with as elements, or for as shall be applied by E. Lender consent, either par (i) ti required by law in eminent domain;	NIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the further covenant and agree as follows:  "Anium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium of Cocuments. The "Constituent Documents" are the: (i) Declaration or any other document which minium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall in dv., a I dues and assessments imposed pursuant to the Constituent Documents. Borrower shall in dv., a I dues and assessments imposed pursuant to the Constituent Documents. Borrower shall in the Constituent Documents. Borrower shall in the Constituent Documents are ket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance mounts, for the periods, and against the hazards Lender requires, including fire and hazards included ktended coverage. Them:
Lender:	any amendment to any provision of the Constituent Documents if the recovision is for the express benefit of
of	termination of professional management and assumption of self-management of the Owners Association;
the Owners Associ F. Remedi Any amounts disbi Instrument. Unless disbursement at the	any action which would have the effect of rendering the public liability insurface coverage maintained by ation unacceptable to Lender.  es. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them, arised by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Borrower and Lender agree to other terms of payment, these amounts shall bear interest, nom the date of a Note rate and shall be payable, with interest, upon notice from Lender to Borrower requisiting payment.
By Signing Belo	w. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
	Ronald Podolnick (See)
	Larry Loubet (See)

# UNOFFICIAL COPY

#### ADJUSTABLE RATE RIDER

CONVERTIBLE OPTION (1 Year Index - Capped)

THIS ADJUSTABLE RATE RIDER is made this31ST. day ofAUGUST
into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security
Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the
"Note") to THE PROVIDENT FINANCIAL SERVICES, INC. ACENT FOR CONNECTICUT CONTACT THE "Lender"
Instrument of the same date given by the understand (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE PROVIDENT FINANCIAL SERVICES, INC. AGENT FOR CONNECTICUT COMPANY of the "Lender" of the same date and covering the property described in the Security Instrument and located at:
3321-C N. RACINE, CHICAGO, ILLINOIS 60657

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

ADDITION/L COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender Jurther covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of .9.75..%. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

#### (A) Change Dates

#### (B) The Index

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

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

#### (C) Calculation of Changes

TWO AND

Before each Change Date, the Note Holder will calculate my new intract rate by adding .THREE. QUARTER... 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 Change Date.

The Note Holder will then determine the amount of the monthly payment that 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 ...?.. percentage points on any Change 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 .. 6., percentage points. The Note Holder 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 Pamily

## B. TRANSFER OF THE PROFERT OR A BENEFIT LAL UNTEREST 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 Londer 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 malled within unich Borrower must pay all sums secured by this Security Instrument without further notice or demand on Borrower.

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

#### BORROWER'S CONVERSION OPTION

- (a) Borrower may modify the repayment terms of the indebtedness evidenced hereby at any time after the first 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 (more 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 conversion processing fee (see program disclosure). This constitutes registration of the loan for conversion.
- (d) Borrower's monthly payments at the new interest rate will begin as of the first monthly payment after approval by Lender and receipt by Lender of the executed modification.
- (e) If borrower fails to convert the loan the terms of this Note will continue in effect without any change.
- (f) Upon timely delivery to Lender of the executed modification of the Note. Section 4 above shall cease to be effective.

WITNESS THE HAND(S)	AND SEAL(S) OF THE UNDERSIGNED.	125
Monald Podolo	AND SEAL(S) OF THE UNDERSTAND.	( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (
RONALD PODOLNICK	<u></u>	Borrower
LARSY LOUBET		Borrower

Sign original Only

. ...(Seal ---Errrower