UNOFFICIAL COPY, 2 87535782

- (Space Above This Line For Recording Data) -Loan # 0010001865

MORTGAGE

SEPTEMBER 30 THIS MOR GAGE ("Security Instrument") is given on SEPTEMBER 30

19. The mortgr gor is WILLIAM NEIL MURDOH AND GISELE B. MURDOCH, HIS WIFE Borrower owes Lender the principal sum of EIGHTY NINE THOUSAND SIX HUNDRED & 00/100 ("Lender").

Dollars (U.S. \$ 89,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 18t., 2017

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performanc, of Borrower's covenants and agreements under this Security Instrument and

UNIT "1-S" AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND [HEREINAFTER REFERRED TO AS "PARCEL"]: LOT 18 (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING OF (I) MAN AVENUE) IN BLOCK 11 IN WHITE'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF PARTS OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, SEPTEMBER 30, 1 IN BOOK 167 OF MAPS, PAGE 138 AS DOCUMENT 124152 AND RE-RECORDED JANUARY 17, 1873 IN BOOK 3 OF PLATS, PAGE 12 AS DOCUMENT 78945, IS COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT TATED COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM MADE BY AVENUE STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 26, 1973 AND KNOWN AS TRUST NUMBER 1116 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 30, 1975 AS DOCUMENT 23109678, TOGETHER WITH AN UNDIVIDED 16.4373 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAIL DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

& ABUN

TAX I.D. NO.#

11 18 401 023 1001 .

which has the address of 822 HINMAN #1S

60202

..... ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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riere, illinois 60532 SOOD OCCUEN VARIOUS

PIRST PAMILY MORTGAGE COMPANY, INC.

RECORD AND RETURN TO:

JEAN DYKER

PREPARED BY:

STEVEN A. GROSSMAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/6/91 OFFICIAL

NOTARY PUBLIC

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n this Security	ii bənisinoə eins	ne terms and cover	and agrees to t	CTOWER ACCEPTS	G BELOW, &	BY SIGNIN
я з айор:	COOK CONMIX WE	•		7	(specify)	Other(s)
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Planned Unit Development Rider 11111 TRAN ESES 19/01/87 11:40:00 Adjustatic Kare Rider Z Condominium Rider DEPT-01 TEEORGAMILY RIDGE SE' LT\$ supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check arplicable box(es)]

this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Fith 1s 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 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 collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on 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

Lender ahall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument by judicial proceeding. existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or morn Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonand (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; breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 🕜 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-INIEORM COVENANTS. Bottower and Lender further covenant and agree as follows:

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

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

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

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

assigned and shall be paid to Lender.

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

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

to the sums secured ov this Security Instrument, whether or not then due.

Unless Lend or end 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 Nat Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not or crate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Boun'; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and 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 interpreted 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 loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then:

(a) Any such loan charges collected or to be collected in the permitted limits.

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 partition and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the ster as pecified in the second paragraph of

paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Dorrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender whom 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

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.

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requesting payment.

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

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

fee title shall not merge unless Lender agrees to the merger in writing. 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 Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and for title shall comply metro unless Landac and the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and for title shall comply metro unless Landac and the lease and it Borrower acquires fee title to the Property, the leasehold and for title shall comply with the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold and for title shall comply with the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold and for the provisions of the lease, and it borrower acquires fee title to the Property, the lease and it borrower and the property in which the lease and the property in which the lease and the property in the le

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 security by this Security postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. It a 3f-day 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 any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessence, 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 proceed as all be applied to restoration or repair

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

All insurance policies and renewals shall be acceptable to Lenger and shall include a standard mortgage clause.

unreasonably withheld. insured against loss by fire, hazards included within the tern "extended coverage" and any other hazards for which Lender requires insurance arriver providing the insurance shall be chosen by Borrance to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrance redicts approval which shall not be

Borrower shall keep the impro-ements now existing or hereafter erected on the Property Hazard Insurance.

to be paid inder this paragraph. It fortower makes these payments directly, bottower shall promptly the man to be content the sevidencing the payments.

Teceipts evidencing the payments.

Borrower shall promptly discharge at y lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the oblightion 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 an agreement satisfactory to Lender subordinating the lien or forfeiture of 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 lier or take one or more of the actions set forth above within 10 days of the giving of notice. of the giving of notice,

pay them on time directly to the serion owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Ecrower makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

4. Chargest Liens. Sectrower 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,

Note; third, to amount pa sable under paragraph 2; fourth, to interest due; and last, to principal due. 3. Applies for of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 art il be applied: first, to late charges due under the Note; second, to prepayment charges due under the

application as a creat tagainst the sums secured by this Security Instrument.

Upon exyment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds half or Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately active to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

amount necessary to make up the deficiency in one or more payments as required by Lender amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or monthly payments of Funds. If the

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

this Security Instrument.

shall give to Borrower, without of arge, 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 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 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

basis of current data and reasonable estimates of future escrow items. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender for Taxes and Insurance. Subject to applicable law or 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 leastended payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the pairs of current days and research also produced the Funds of the Funds of current days are produced to the form of the Funds of current days are produced to the Funds of the Funds of current days are produced to the Funds of the Funds of current days are produced to the funds of the Funds of current days are produced to the funds of the Funds of current days are produced to the funds of the

UNIPORM 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.

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(1 Year Treasury Index-Rate Caps)

	HIS ADJUSTABLE RATE RIDER is made this30th. day ofSEPTEMBER	87 and is
ince	prated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security	y Deed (the
"Se	ity Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's	Adjustable
Rat	ity Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to FIRST FAMILY MORIGAGE COMPANY, INC., RPORATION OF ILLINOIS (the "Lender") of the same date and covering the property of th	described in
the	curity Instrument and located at:	
82	HINMAN #15, EVANSTON, ILLINOIS 60202	
*****	[December 4 Address]	

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 LATE AND MONTHLY PAYMENT CHANGES

The Note provider for an initial interest rate of ...6,87.5....%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

(B) The Index

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

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

(C) Calculation of Changes

The Note Holder will then determine the amount of the morally 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 will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

(E) 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.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount 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 eassumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

(Seal) ...

(1892)

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the ioan assumption. Lender may also require the transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument unless Lender releases 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 Stowing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

- Pilde

CUT

IN CONFORMANTER PY 2

	30th	SEPTEMBER	87
	M RIDER is made this		
and is incorporated into an	nd shall be deemed to amend and supplement the same date given by the undersigned (the	ent the Mortgage, Deed of Trust or e "Borrower") to secure Borrower's	Note to
FIRST FAMILY MORIO	the same date given by the undersigned (the		(the "Lender")
of the same date and coveri 822 HINMAN IS EV	ng the Property described in the Security In ANSION , ILLINOIS 60202	nstrument and located at:	
	(Property Address)	,	
The Property includes a un	nit in, together with an undivided interes	t in the common elements of, a cor	ndominium project
known as:	822-824 HINMAN CONDO		***************************************
***************************************	[Name of Condominium	Projectj	

(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. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Conjugate nt Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condor anium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanker" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hexard insurance on the Property; and

(ii) Borrower's obligat or vader 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 notic: 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 he Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower snr. 'take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acc. ptable 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 ary part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are bereby 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 or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Document of the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-man gement of the Owners Association;

OF (iv) any action which would have the effect of rendering the public liability its trance coverage maintained by the Owners Association unacceptable to Lender.

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

WILLIAM NEIL MURDOCH

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