UNOFFIGIAL.

and lyis Company of Chicago 23 S passelle Street 15th floor Chicago, Illinois 60697 Attention Sharon Exe

COOK DOUNT HALL THE DEPOSIT OF SEC.

1967 OCT 15 PM 3: 08

81559289

Loan Number #612491-1

BOX 888 - CC

(Space Above This Line for Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 5,
The mortgager is James S. Abel, Divorced and Not Since Remarried The morte ager is

\$17.00

("Borrower"). This Security Instrument is given to Continental Illinois National Bank and Trust Company of Chicago

which is organized and existin, under the laws of The United States of America 231 S. LaSalle Street, Chicago, Illinois 60697

, and whose address is

("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Four Thousand and no/100-

Dollars (U.S. 5 124,000.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrumen ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2017

This Security Instrument secures to Lender: (a) the repayment of the debt of denced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrow as covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in

7138889 DB H35383 WB

Cook

County, Illinois:

Parcel 1:

Lot 138 (except the Northwesterly 15.762 feet the eof) and the Northwesterly 6.749 feet of Lot 139 (excepting from said Lots 138 and 139, the Sothwesterly 50 feet thereof) in the subdivision of Block 6 in Sheffield's Addition to Chicago in Section 32, To viship 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

An easement for access and ingress and egress across the South esterly 50 feet of Lots 135 to 141, 145 to 155 and 157 to 160, in subdivision of Block 6 of Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the third Principal Meridian, in Cook County, Illinois as described in the Declaration of covenants, conditions and restrictions, easements and party wall rights dated September 3, 1987 and Recorded September 18, 1987 as Document 87511039

14-32-425-056-0000 14-32-425-057-0000

which has the address of

1722 N. Bissell Street [Street]

Chicago

(City)

Illinois

60614

("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. Horrower 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

UNOFFICIAL COPY

Wayne Bernets Watery Public, State of Illinois Watery Public, State of Illinois Wayne Bernets Watery Public, State of Illinois		
"OFFICIAL SEAL"		
My Commission expires:		
Given under my hand and official seal, this		
set forth.		
signed and delivered the said instrument as H1 S free and voluntary act, for the uses and purposes therein		
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he		
to hereby certify that SAMES BY. ABEL, DIVORCED AIUS AND SAMES AND SAMES OF		
I, The county and state,		
STATE OF ILLINOIS, 1, the county and state, do hereby certify that SAMES B. ABEL, DIVORCED AND MOT SINCE		
[Space Below This Line For Actinoxiticgment]		
[and and and and and and and and and and		
18MO1108-		
(Seal)		
Newonos-		
(IE3S)		
(Seal) (Seal)		
(Seal) ——Sorrower ——Sorrower		
BY SIGNING BELOW, Borrow or accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Sorrower and recorded with it.		
Other(s) [specify]		
Graduated Payment Rider XX Planned Unit Development Rider		
nstrument. [Check t.prlicable box(es)] XX Adjustable & the Rider	ī	
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security It strument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security		
nstrument without charge to Borrower. Borrower shall pay any recordation costs. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.		
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. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Lender shall release this Security.		
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 oppointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of 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	1 3 1	

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration; Remedies, Lender shall give notice to Borrower 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 default on or before the date the notice may result in acceleration of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstant acceleration and the right to assert in the foreclosure proceeding the noneexistence of a default or any other defense of Borrower to acceleration and the right to neinstant 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 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including.

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

UNIFORM COVENANTS BOTTOWER and Lender covenant and agree as follows:

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

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Finds 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 paymon 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 l'ayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applications, 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 iven which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any 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 over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall pive prompt notice to the insurance

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's socurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid 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 repair 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 not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

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

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

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

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

requesting payment.

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occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had opligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: 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

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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by federal law as of the date of this Security Instrument.
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period by

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 situal

Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Last unrent or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Lastrument and the

jurisdiction in which the Property is located. In the event that any provision or clause of this Secrity Instrument or the 15. Governing Law; Severability. This Security Instrument shall be governed by feeters is wand the law of the

in this paragraph. first class mail to Lender's address stated herein or any other address Lender designates by totice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Paragraph IV

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 unenfore as les 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 specified in the second paragraph of paragraph of

under the Note or by making a direct payment to Borrewer. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. permitted limits will be refunded to Borrower. Lender may cho see to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (5) any sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits, to any such loan charge shall be reduced by the amount

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted in the interpreted in the interpreted in the confected in the con 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; and (2) agrees that Lender and any other Borrower may agree to extend, Instrument but does not execute the Not.: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Bortower's interest in the Property ut det the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's coverants at 1 agreements shall be joint and several. Any Borrower who co-signs this Security

shall not be a waiver of or preclude the exercise of any right or temedy.

11. Successors and Assigns dound, Joint and Several Liability; Co-aigners. The covenants and assigns dound, Joint and assigns of Lender and Borrower, subject to the provisions this Security Instrument shall bind and bencessors and assigns of Lender and Borrower, subject to the provisions.

by the original Borrower or Borl ower's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise medify amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrower about operate to release the liability of the original Borrower or Borrower's successors in interest.

postpone the duc date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrowst Add 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 instruct of Representation of amortization of the sums secured by this Security Instrument granted by Lender to any successor in instruction of amounts of the sums secured by this Security Instrument granted by Lender to any successor in instruction of amounts of the sums secured by this Security Instrument granted by Lender to any successor in the secured by the secured by the security Instrument granted by Lender to any successor in the secured by the security Instrument granted by Lender to any successor in the security Instrument granted by the security Instrument granted by Lender to any successor in the security Instrument granted by the security Instrument granted by the security Instrument granted by Lender to any successor in the security Instrument granted by the security Instrument granted by Lender to any successor in the security Instrument granted by the security Instrument grant Unless I. in let and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

If the Property is abandoned by Burrower, or if, after notice by Lender to Borrower that the condemnor offers to paid to Borrower.

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

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

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 perminates in accordance perminates in accordance perminates and Lender's written agreement or applicable law.

8. Inspection. Cander of its agent many make make cantries 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

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(3 Year Treasury Index-Rate Caps-Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 5th day of Octo	ber 19 8.7, and is
incorporated into and shall be deemed to amend and supplement the Mortgage, I	
"Security Instrument") of the same date given by the undersigned (the "Borrowe Rate Note (the "Note") to Continental Illinois National Bank and	er") to secure Borrower's Adjustable
(the "Lender") of the same date a	and covering the property described in
the Security Instrument and located at:	

1722 N. Bissell Street Chicago, Illinois 60614

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE

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 MINIMUM AND MAXIMUM RATES 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 RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of .8.250.....%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dries

(B) The Index

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 Treasure securities adjusted to a constant maturity of 3 years, 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 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 Fourths

mesult of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section

4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the routhly 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 low 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. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

5. FIXED INTEREST RATE OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5A will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate to a fixed rate.

The conversion can only take place on the first or second Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." I can convert my interest rate only on one of these two Conversion Dates.

(B) Calculation of FUNOFFICIAL COPY

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield for: (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 30-day mandatory delivery commitments in effect as of the date 45 days before the Conversion Date, plus five-eighths of one percent (0.625%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 30-day mandatory delivery commitments in effect as of the date 45 days before the Conversion Date, plus five-eighths of one percent (0.625%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using a comparable commitment that is available on such date.

(C) Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

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

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, 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 transferce as if a new loan were being made to the transferree; and (b) Under reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk v_i a 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 equire the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee 'o 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 then 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Sec. ity Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies remitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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 im nediate 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.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

(Seal)
Borrower

(Seal)
Borrower

PLUNEO FIFT GELED PRIVER

•
THIS PLANNED UNIT DEVELOPMENT RIDER is made this5th day ofOctober, 1987,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the
"Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to
of the same date and covering the Property described in the Security Instrument and located at:
of the same date and covering the Property described in the Security Instrument and located at: 1722 N. Bissell Street Chicago, Illinois 60614 [Property Address]
The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the survey and Declaration and legal description.
certain common areas and facilities, as described in
(the "Declaration"). The Property is a part of a planned unit development known as Willow City Homes [Name of Planned Unit Development]
(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or
managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.
PUD Co'El'ANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and
Lender further covenant and agree as follows: A. PUD following. Borrower shall perform all of Borrower's obligations under the PUD's Constituent
Documents. The "C instituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any
equivalent document w'ich creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners
Association. Borrower snr. 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 "blanket" policy insuring the Property 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 hazard i surunce on the Property; and
(ii) Borrower's obligation under 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 notice of ary lapse in required hazard insurance coverage provided by the master
or blanket policy.
In the event of a distribution of hazard insurance roceeds in lieu of restoration or repair following a loss to the
Property or to common areas and facilities of the PUD, an proceeds payable to Borrower are hereby assigned and shall be
paid to Lender. Lender shall apply the proceeds to the sums feet red by the Security Instrument, with any excess paid to
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
D. Condemnation. The proceeds of any award or claim for damage, direct or consequential, payable to Borrower in
connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the
PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall
be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9. E. Lender's Prior Consent. Borrower shall not, except after notice to I ender and with Lender's prior written
consent, either partition or subdivide the Property or consent to:
(i) the abandonment or termination of the PUD, except for abandonment of ermination 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 Documents" if the provision is for the express benefit
of Lender; (iii) termination of professional management and assumption of self-management of the Gwners Association;
or ·
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by
the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may be; 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 Stanuard Day aw Barrawan accounts and agrees to the terms and manifolds contained in this DITD Dider
By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.
Tames I all 1000
Jmaes S. Abel Borrows
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.....(Seal)