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87581125

Loan # 0010001916

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 22**,
19**87**. The mortgagor is **PATRICK J. EDEN AND JANET R. EDEN, HIS WIFE**,
("Borrower"). This Security Instrument is given to **FIRST FAMILY MORTGAGE COMPANY, INC.**, which is organized and existing
under the laws of **ILLINOIS**, and whose address is **2900 E. OGDEN AVE., LILLE, IL 60532**, ("Lender").
Borrower owes Lender the principal sum of **EIGHTY THREE THOUSAND TWO HUNDRED FIFTY & 00/100**
Dollars (U.S. \$ **83,250.00**). 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 **NOVEMBER 1st, 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 performance of Borrower's 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 **COOK** County, Illinois:
**UNIT 23C AND P-51 TOGETHER WITH A UNDIVIDED 1.172 PERCENT INTEREST IN THE
COMMON ELEMENTS IN 2144 LINCOLN PARK WEST CONDOMINIUM AS DELINEATED AND DEFINED
IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25863673, IN CANAL TRUSTEE'S
SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

-87-581125

DEPT-01 RECORDING \$17.40
T#4444 TRAN 0150 10/28/87 09:33:00
2720 # D --87-581125
COOK COUNTY RECORDER

23-C

P-51

TAX I.D. NO. #

which has the address of **2144 N. LINCOLN PARK WEST** **CHICAGO**,
60614 **(Street)** **(City)**
Illinois **[Zip Code]** ("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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TRUST MILEY MORTGAGE COMPANY, INC.
2900 GEORGE WASHINGTON
LITTLETON, COLORADO 80122

REVIEW AND DISCUSSION

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HISTORICAL

NOTARY PUBLIC

NOVEMBER EIGHTH, ONE THOUSAND EIGHTY EIGHT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS
THIRTY-THREE DAY OF NOVEMBER, EIGHTY-EIGHT.

THE SIGNED WITNESSES SUBSCRIBED TO THE FOREGOING INSTRUMENT, THEREAFTER BEFORER ME,
THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGN AND DEDICATED
THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USE
AND PURPOSES THEREIN SET FORTH.

19

Borrower		Signature of Borrower	
(Name)		(Signature)	
Borrower		Signature of Borrower	
(Name)		(Signature)	

BY SIGNING BELOW, BORROWER AGREES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- | | | | |
|---|---|---|---|
| 19. Acceleration; Remedies; Lender shall give notice to Borrower prior to acceleration following Breach of Any Covenant or Agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: | (a) the default; | and | (d) that notice to the Borrower to cure the default or before the date specified in the notice may be given to the Borrower, by which time acceleration of the sums secured by this Security Instrument and sale of the property by the Borrower to satisfy the same may be made. |
| and | (c) a date, not less than 30 days from the date of the notice to Borrower, by which time acceleration must be effected; | | |
| unless applicable law provides otherwise). | The notice shall specify: | | |
| 18. Acceleration; Remedies; Lender shall give notice to Borrower prior to acceleration following Breach of Any Covenant or Agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise); The notice shall specify: | (a) the default; | and | (d) that notice to the Borrower to cure the default or before the date specified in the notice may be given to the Borrower, by which time acceleration must be effected; |
| and | (c) a date, not less than 30 days from the date of the notice to Borrower, by which time acceleration must be effected; | | |
| unless applicable law provides otherwise). | The notice shall specify: | | |
| 19. Acceleration; Remedies; Lender shall give notice to Borrower prior to acceleration following Breach of Any Covenant or Agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise); The notice shall specify: | (a) the default; | and | (d) that notice to the Borrower to cure the default or before the date specified in the notice may be given to the Borrower, by which time acceleration must be effected; |
| and | (c) a date, not less than 30 days from the date of the notice to Borrower, by which time acceleration must be effected; | | |
| unless applicable law provides otherwise). | The notice shall specify: | | |
| 20. Lender in Possession. Upon acceleration of the Property and at any time prior to the expiration of the period of redemption following foreclosure (or by judgment prior to the expiration of the period of redemption following foreclosure), fees and costs of title evidence, | fees and costs of title evidence, | fees and costs of title evidence, | fees and costs of title evidence, |
| 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security interest, bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument of management of the Property, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of rents, collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property, including those past due, take possession of and manage the Property and to collect the rents of the Property received by Lender or the receiver shall be entitled to enter upon, receive, and then to the sums secured by this Security instrument. | 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. | 23. Right to Sale. In one or more cases 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 Instrument, the Covenants and Agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, 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 Instrument. | 24. Family Rider. |
| 25. Graduate Family Rider. | 26. Condominium Rider. | 27. Planned Unit Development Rider. | 28. Other(s) [Specify] |

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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 authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured 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 Not 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 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 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 Bound; 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 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 sums 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 steps specified 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 Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when 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.

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CONDOMINIUM RIDER | 2-5

22nd

OCTOBER

87

THIS CONDOMINIUM RIDER is made this day of 19....., 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 **FIRST FAMILY MORTGAGE COMPANY, INC.** (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: **2144 N. LINCOLN PARK WEST, CHICAGO, ILLINOIS 60614** (Property Address) **UNIT 23C + P51**

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

2144 N. LINCOLN PARK WEST CONDOMINIUM (Name of Condominium Project)

(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 Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project, (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when 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 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 hazard insurance 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 any lapse in required hazard insurance coverage.

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

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

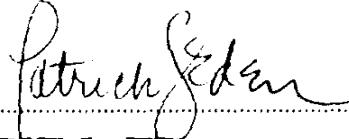
(ii) any amendment to any provision of the Constituent Documents if no provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners 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.

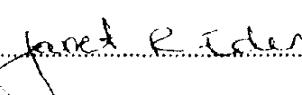
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these 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.



PATRICK J. EDEN

 (Seal)
 Borrower



JANET R. EDEN

 (Seal)
 Borrower

87581125

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Property of Cook County Clerk's Office

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Form 3111-2/88

FIMC 002 (1/88)

MULTISTATE ADJUSTABLE RATE NOTE AGREEMENT AND SECURITY INSTRUMENT FOR CHANGES IN THE INTEREST RATE

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 22nd day of OCTOBER 1987, and is incorporated into and shall be deemed to amend and supplement the Note of the same date and covering the property described in the Security Instrument and located at:

2144 N. LINCOLN PARK WEST, CHICAGO, ILLINOIS 60614 N.D.T. 23C + P.51

A. SECURITY AGREEMENT FOR CHANGES IN THE INTEREST RATE

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT LIMITS AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWERS PAY.

B. SECURITY AGREEMENT FOR AN INITIAL INTEREST RATE OF .6.875%. The Note provides for changes in the interest rate and the monthly payment, as follows:

The interest rate will pay my change on the first day of NOVEMBER 19, 88 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(A) Change Dates

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

(B) The Index

If the index is no longer available, 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/ FOURTEEN percent points (.20%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (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.

(D) Limitation on Interest Rate Changes

The Note Holder will then calculate the new amount of the monthly payment that would be sufficient to repay the unpaid principal that I am required to pay at the first Change Date within the amount of my new monthly payment substantially equally payments. The result of this calculation will be the new amount of my monthly payment.

(E) Effective Date of Changes

Interest rate will never be greater than 12.875% from the date of increase I have been paying for the preceding twelve months. 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

Transfer of the Property or a Beneficial Interest is amended to read as follows:

Without Lender's prior written consent, Lender may, at its option, sell or transferred and Borrower is not a natural person) sold or transferred (or if a beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred to Lender's prior written consent, Lender also shall not exercise this option if: (a) Borrower causes it to be as of the date of this Security Instrument. Lender reserves this option if: (a) Borrower causes it to be submitted to Lender information required by Lender to evaluate the intended transfer being made by this Security Instrument. Lender also reserves this option if: (a) Borrower causes it to be made to Lender and that the risk of a breach of any covenant in this Security Instrument is acceptable to Lender.

C. UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT IS AMENDED TO READ AS FOLLOWS:

D. UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT IS AMENDED TO READ AS FOLLOWS:

E. UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT IS AMENDED TO READ AS FOLLOWS:

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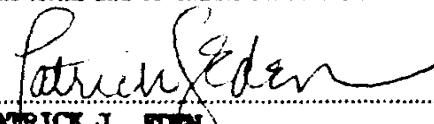
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UNOFFICIAL COPY

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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



PATRICK J. EDEN

(Seal)
-Borrower

JANET R. EDEN

(Seal)
-Borrower

87581125