OFFICIAL COP

COOK COUNTY. ILLING FILED FOR RECORD

1987 NOV -6 PH 1: 59

87600021

#### 87600021

- [Space Above This Line For Recording Data] -

Loan # 252615-8

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

November 2nd

19 87

19 87 The mortagor is PAUL M. LEF and REBECCA A. LIM, HIS WIFE

\$18.00

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and wising under the laws of THE UNITED STATES OF AMERICA 4242 NORTH HARLEM AVENUE, NORRIDGE, ILLINOIS 60634

, and whose address is

("Lender").

Borrower owes Lender the principal sum of One hundred sixty-seven thousand two hundred and NO/100 - -

Dollar (U.S. \$ 167,200.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrum at ('Note''), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1st, 2017

This Security Instrument paid earlier, due and payable on 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 Boilor or's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mort tage, grant and convey to Lender the following described property

located in CHICAGO, COOK

County, Illinois:

Loan Id: 252615-8

14-29-230-026 × 027-

which has the address of

805 - 807 WEST WOLFRAM, UNIT #7

CHICAGO

60614

[Strnet]

[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

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.

	UNOF	FFIC	IAL C	NAPERVILLE, ILLINOIS 60540
				RECORD AND RETURN TO: THE TALMAN HOME FEDERAL SAVING AND LOAN ASSOCIATION OF ILLING AND LOAN ASSOCIATION OF ILLING
7	Motery Public	7477	<del></del>	WARY LOU POWIARELLI This Document Prepared By:
	000	1/6/	6841	My Commission expires: JUNE 26
78 91 ,	<b>Мочетрег</b>	day of	bas sidt das	Given under my hand and official s
				set forth.
uses and purposes therein	untary act, for the	free and vol	AIBHT es	signed and delivered the said instrument
owledged that they	person, and ackn	me this day in	appeared before	subscribed to the foregoing instrument,
ose nan. (s) are	вше Бекгои(г) мү	me to be the s	zousija kuomu 10 N'HIZ MILE'	do hereby certify that PAUL M. LEE and REBECCA A. LII per
for said county and state,	eary Public in an	OV 8 ,		I, ALAN KOHRBACH
	:ss kjuno	7046		STATE OF ILLINOIS,
	7			
	[fri vrgbi	Line For Acknown	- [Space Below This	
(lss2)		0	•	
18W0110B-		4		
(Seal)			• )	
Borrower	TIW HIS MIT	PAUL M. LIAY  A ADDERER  B A ADDERE	Ung	
	X'M'X	orded with it.	Borrower and reco	Instrument and in any rider(s) executed oy
vitinged in this Security	striansvos bria a	must adi ot 2-	erre has staces	BY SIGNING BELOW, BOTTOWIT
				Other(s) [specify]
		it Developmen	Planned Un	Graduated 27, ment Rider
22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.  23. Piacra to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security? Astrument, 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. [Check applicable box(es)]  XX Adjustable Pace Rider  XX Condominium Rider				
under paragraphs 13 and 17 to cure the cition required to cure the state default must be cured; in acceleration of the sums secure proceeding the non-closure proceeding the non-cured on or full of all sums secured by and of all sums secured by the form of all sums secured by the py judicial proceeding, is paragraph 19, including, by and to collect the rents of the to collect the rents of the died first to payment of the ceiver's fees, premiums on ceiver's fees, premiums on strument.	ior to acceleration ior de acceleration of default; (b) the sortower, by which is notice may result is also of the Proper assert in the forect assert in the forect in a forectosure. If the Security Instrumed edies provided in the abandonment of the Lender (in person to fine property), Lender (in person to fine person to the Property), Lender (in person to fine person to the Property), Lender (in person to the person to	nent (but not pre appecify: (a) the tice is given to approceeding and proceeding and ned the right to receleration and nay require imported for the rem registry 19 or arging the rem arging the rem argi	is Security Instruments and Security Instruction of the notice shall om the date the no or before the date the not before the date the safety successful and the notice of Borrower to see and costs of title of title costs of costs of title costs o	breach of any covenant or Remedies, Lency breach of any covenant or agreement in the unitess applicable law provides otherwised default; (c) a date, not less than 30 days from and (d) that failure to cure the default or accured by this Security Instrument, force inform Borrower of the right to reinstate existence of a default or any other defens before the date specified in the notice, Let this Security Instrument without further this Security Instrument without further but not limited to, reasonable attorneys' fe but not limited to, reasonable attorneys' fe prior to the expiration of any period of respond to the expiration of any period of respond to the Property including those past due. Any costs of management of the Property and the Property including those past due. Any costs of management of the Property and costs of management of the Property and receiver's bonds and reasonable attorneys' receiver's bonds and reasonable attorneys' of all maternance of a language to Borrower. B

UNIFORM COVENAUS. BOTTOM FIND ENDER COLOR PY

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 Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lander. 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 read state of the sums secured by this Security Instrument.

3. Application of Tayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be up nied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable up der 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 Borrow r mi kes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any ter, 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 rien 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 this 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 trke one or more of the actions set forth above within 10 days of the giving of notice.

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

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

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 security 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 recess 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 proceed to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 dry period 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 bankruptey, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

requesting payment.

occurred. However, this right to reinstate shall not analy 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 obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by occurred; (b) current, 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, including, but not limited to, reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's acquire to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's and the security in the Property and Borrower's and the security in the Brone relationship to the security in the 18. Borrower's Right to Reinstate. If Borrower meets centains on borrower shall have the right to have the remainded at any power of the security instrument of this Security Instrument of the reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower:

(a) pays Lender all sams which then would be due under this Security Instrument and the Note had no acceleration become the right of the Property Instrument and the Note had no acceleration occurred; (b) curres any deliant of any other covenants or auteements: (c) pays Lender all sams which then other covenants or auteements: (c) pays all expenses incurred in enforcing this occurred; (d) curres any deliant of any other covenants or auteements: (c) pays all expenses incurred in enforcing this

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

lederal 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 in Lender exercises this option, Lender shall give Borrower notice of acceleration.

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 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in the part of all supported to the property of the property of all supported to the property of t

Note are declared to be severable.

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

15. Governing Law; Severability. This Security Instrument shall be governed by fed its mw 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

ក្នុងពិធីនិស្សាមួយ sign uj

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided 14. Notices. Any notice to Borrower provided for in this Security Institute it 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 votice to Lender shall be given by first class or any other address Borrower designates by notice to Lender. Any notice to Borrower. Any notice first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice

VI dqargaraq

rendering any provision of the Note or this Security Instrument unenfor er ole according to its terms, Lender, at its option, may require immediate payment in full of all security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take inc steps specified in the second paragraph of

13. Legislation Affecting Lender's Rights. If enactment of applicable laws has the effect of

partial prepayment without any prepayment charge under the Note:

charges, and that have finally interpreted so that the in erest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, them: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) at y sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choosy 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 under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

If the loan secured by this S curity Instrument is subject to a law which sets maximum loan 12. Loan Charges.

that Borrower's consent.

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 interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay this Security Instrument shall bind and 1-trefit the successores and assigns of Lender and Borrower and subject to the provisions of paragraph 17. Borrower who co-signs this Security Instrument but does not execute the No e: (g) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property of the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property of the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property of the Security Instrument of the No.

shall not be a waiver of or precitice ne exercise of any right or remedy.

11. Successors and Assigns Acted; Joint and Several Liability; Co-signers. The covenants and agreements of Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify an ortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borroy er's successors in interest. Any forbeatance by Lender in exercising any right or remedy the original sorrower or Borroy er's successors in interest. Any forbeatance by Lender in exercising any right or remedy the original sorrower of Borroy er's successors in interest. 10. Borrower Plot Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of aniour successor in interest of Borrower stall not operate to release the liability of the original Borrower or Borrower's successors in interest.

bostboue the que case of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Lenger 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 Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

paid to Borrower.

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

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

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 incorrection shall give Borrower notice at the time of or prior to an inspection reasonable give Borrower notice at the time of or prior to an inspection reasonable give Borrower notice at the time of or prior to an inspection reasonable give

ADDENDUM FOR LEGAL DESCRIPTION

PARCEL 1:

UNIT 7 IN 805-807 W. WOLFRAM CONDOMINIUM AS DELINEATED ON A SURVEY OF LOTS 1, 2 AND 3 IN BLOCK 2 IN WOLFRAM'S SUBDIVISION OF BLOCK 8 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PORTION THEREOF WHICH LIES BELOW A HORIZONTAL PLANE WHICH IS 34.96 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTH EAST CORNER OF LOT 1 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF MEST WOLFRAM AVENUE, 84.76 FEET; THENCE SOUTH ALONG A LINE 20.56 FEET; THENCE WEST ALONG A LINE 23.02 FEET; THENCE NORTH ALONG A LINE 20.59 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE WEST ALONG SAID NORTH LINE OF LOT 1, 9.49 FEET; THENCE SOUTH ALONG A LINE 67.94 FEET TO A POINT, SAID POINT BEING 20.47 FEET EAST OF THE WEST LINE OF SAID LOTS 1, 2 AND 3; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, 4.40 FEET; THENCE SOUTH 9.04 FEET TO A POINT, SAID POINT BEING 24.85 FEET EAST OF THE WEST LINE OF SAID LOTS 1, 2 AND 3; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, 24.85 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, SATE POINT BEING 5.02 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 3; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3, 5.02 FEET TO THE SOUTH WEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3, 130,1 FEET TO THE SOUTH EAST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3, SAID EAST LINE ALSO BEING THE WEST LINE OF WORTH HALSTED STREET. 82.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, THAINOIS (HEREINAFTER REFERRED TO AS "PARCEL");

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINUM RECORDED IN THE OFFICE OF THE RECORDER OF LEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 87445679, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID FARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SETFORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ok

NON-EXCLUSIVE EASEMENT'S FOR SUPPORT AND ACCESS AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR 805-807 W. WOLFRAM, CHICAGO, ILLINOIS, RECORDED AUGUST 12, 1987 AS EXCUMENT 87445678, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT

OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

87600022

ORTHUR CONTROL CLOTHER OFFICE 

# UNOFFICIAL COPY Loan # 252615-8

#### ADJUSTABLE RATE RIDER

ADJUSTABLE RATE RIDER
THIS ADJUSTABLE RATE RIDER is made this 2nd day of November 19 87, 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 Adjustable Rate Note (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:  805 - 807 WEST WOLFRAM, UNIT #7, CHICAGO, ILLINOIS 60614
[Property Address]
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT, IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER, IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.
Additional Covenants. In addition to the covenants and agreements made in the Security Instruments, 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 9.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:
4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Date:  The interest rate I will pay may change on the first day of
(B) The Index  Beginning with the first Charge Date, my interest rate will be based on an Index. The "Index" is the:
Quarterly National Cost of Funds to FSLIC-Insured Savings and Loan Associations, as made available by the
Federal Home Loan Bank Board.  Weekly average yield on United States Treasury securities adjusted to a constant maturity of
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 increst rate by adding
The Note Holder will then determine the amount of the monthly pay of int that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new intrest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.
(D) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my more fly payment changes again.  (E) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my interest rate for 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 FORROWER
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 a sy 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, fallout Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of 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 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 opvenants contained in this Adjustable Rate Rider.
fan Mige (Sent)
PAUL M. LEE
X Aller Vli (Seal)
REBECCA A. LIM, HIS WIFE Borower

Property or Coot County Clert's Office

### T-4 FAMILY-RIDER

Assignment of Rents

Loan # 252615-8

, <sub>19</sub> 87 2nd November THIS 1-4 FAMILY RIDER is made this day of 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 THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 805 - 807 WEST WOLFRAM, UNIT #7 CHICAGO, ILLINOIS

(Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORE NATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS IN SURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is equired by Uniform Covenant 5.
  - D. "BORROWER'S 11CHT TO REINSTATE" DELETED, Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEADES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" the I mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrow: unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lendar or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement v. the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all ranks received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums see tred by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to any tenant.

Borrower has not executed any prior assignment of the rents o'd has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke an of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, BOITOWER RECE	pts and agrees to the terms and provisions contained in	this 1-4 Family Rider.
	Hand M & el	(Seal)
	PAUL M. LEE	·Borrower
	· Unear Alm	(Seal)
	REBECCA A. LIM, HIS WIFE	-Barrower
		(Sea!)
		-Borrower
		(Seal)
		Borrower

VAID - 67

Property of Cook County Clerk's Office

THIS CONDOMINIUM RIDER is made this 2nd day of November . 19-87, 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

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

#### 805 - 807 WEST WOLFRAM, UNIT #7 CHICAGO, ILLINOIS 60614

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

CITY CORNERS

[Name of Condominum 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.

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

- A. Condomation 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 our and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance, 50% ag as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy or 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," [ne]:
- (i) Lender waives the prospion in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard in surface on the Property; and
- (ii) Borrower's obligation und 'r 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 fieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, my 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 to 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 as agned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is 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 easualty or it 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 Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance reverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Leader may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secure toy 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.

GODI L.	0
- auc of	(Scal
PAUL M. LEE	-Borrowe
Mercan Ale "	(Seal
REBECCA A. LIM, HIS WIFE	·Borrowa
	(Seal)
	-Borrows
	(Scal
	-Barrawa

(Sign Original Only)

Property of Cook County Clark's Office