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MORTGAGE

249183-4



THIS MORTGAGE ("Security Instrument") is given on DE CEMBER 4

The mortgagor is SCOTT R. PATTULLO, BACHELOR AND JENNIFER A. JOHNSON, 1987 SPINSTER

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

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEN

NORRIDGE, ILLINOIS 60634

("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED FORTY ONE THOUSAND AND NO/100

Dollars (U.S. \$). This debt is evidenced by Borrower's note 141,000.00 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 JANUARY 1, 2018

This Security Instrument secures to Lender: (a) the repayment of the dept 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 Borro ver's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, stant and convey to Lender the following described property

County, Illinois: located in UNIT 3 WEST IN BUENA PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 AND THE WEST 25 FEET OF LOT 2 11 BLOCK 4 IN WALLER'S ADDITION TO BUENA PARK IN SECTION 16, TOWNSHIP 40 NOFTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25448084, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORIGAGOR ALSO HEREBY GRANTS TO THE MORIGAGEE, ITS SUCCESSOFS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURIENANT 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, CONDITTIONS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH AND PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

14-16-302-032-1010 M

754 WEST BUENA-UNIT 3W which has the address of (Street)

CH I CAGO

{City}

Illinois

60613

("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. 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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT **∰** -6F(NL) (870€)

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the incorporated into and shall amend and the the field were a part of this Security	nd agreements of each such rider as nts of this Security Instrument as	this Security knath menty the covenants aupplement the Covenants and agreemen instrument. [Check replicable box(es)]
nption in the Property. sted by Borrower and recorded together with st be incorporated into and shall amend and if the rider(s) were a part of this Security	er waives all right of homestead exer- ment. If one of more riders are execu- nd agreements of each such rider sha nts of this Security Instrument as	23. R/ /9 # to this Security Instrusting Security Instruction of the Covenants and agreement and agreement (Check Popileable box(es))

appointed 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 receiver shall be applied first to payment of the receiver shall be applied first to payment of the receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

and to the expiration of any perior the care apecines and sale of the Property. The notice shall further secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further instrument of the right to rany other defeates of acceleration and the right to assert in the foreclosure proceeding the non-existence of a detault or any other defeates of horower to acceleration and foreclosure. If the default is not cured on or before the detault or any other demands and may require immediate payment in full of all sums scented by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. I ender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reseasable attorneys' fees and costs of title evidence.

30. 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 appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable have provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the detault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the specified in the notice may result in acceleration of the sums and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums accured by this Security Instrument, forceleaure by indicina and sale of the Property. The notice shall further

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

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

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

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

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

assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or gettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is anti-orized 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 hot 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 anio rization 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 expresse of any right or remedy.

11. Successors and Assigns Boy d; 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) if cc -signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the cams of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and 6/2 grees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with rejard 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) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) an syms 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 stags specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument coall 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 Lencer when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal as 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 Institution 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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rednesting payment.

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

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security centions), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

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

6. Preservation and Maintenance of Property; Lesseholds. 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 fease, and if Borrower acquires fee title to the Property, the leasehold and

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of 1, e 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 as acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the graph 19 the source of the sums secured by this Security

when the notice is given.

Borrower abandons the Property, or does not answer within 30 days a notice from Lender the the the property or to pay sums secured by this Security Instrument, whether or not then due. The M-day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The M-day period will begin applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessence, on insurance proceeds shall be of the Property damaged, if the restoration or repair is economically seasible and Lender's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds snall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Bon on er. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance 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 require, Borrower shall promptly give to Lender

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrower explicat to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the arrow and for the periods that Lender requires. The 5. Hazard lasurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender

of the giving of notice.

notice identifying the tien. Borrower shall satisfy the lien of the or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation against only, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the clien by, or defends against enforcement of the lien in part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or fortenism of the lien of the lien an against only and the lien are fortenism to the lien or fortenism agreement astisfactory to Lender subordinating the lien to this Security Instrument. It Lender determines that any part of agreement astisfactory to Lender subordinating the lien to this Security Instrument. It Lender may give Borrower a the Pennerty is subordinating the lien priority they this Security Instrument. It can be also may give Borrower a

receipts evidencing the payments.

pay them on time directly to the perso towed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower shall promptly furnish to Lender Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges, I deas. borro ver 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

application as a cred. Lessins the sums secured by this Security Instrument.

3. Application of Pryments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs it and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the

any Funds held to Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately pair, to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Door 1-) must in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

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

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing this factor and Lender may agree in writing the paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender that the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender that the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender that the Funds. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or state agency (including Lender is Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts to which are insured or guaranteed by a federal

basis of current data and reasonable estimates of future escrow items. deschold 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 tems." Lender may estimate the Funds due on the 2. Funds for Laxes and Lasurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender to 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 last the property of a sum of the payments and assessments which may attain priority over this Security Instrument; (b) yearly the payments are the property of the payments.

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.

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

_ (Seal)
-Borrower

_ (Seal)
Borrower

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ADJUSTABLE RATE RIDER

249183-4

THIS ADJUSTABLE RATE RIDER is made this 4TH day of DECEMBER 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:
754 WEST BUENA-UNIT 3W, CHICAGO, ILLINOIS 60613
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 7.500 %. 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 vill say may change on the first day of
(B) The Index Beginning with the first Change 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 1 year(s), as made available by the Federal Reserve Loard.
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 age points (2.750 %) to the Current Index. The Note Hold is will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be 100 from the interest rate until the next change date; provided, however, that the interest rate shall never be changed by more than 2.000 from the interest rate which was in effect immediately prior to such change and provided further that the interest rate payable at any time during the term of this loan shall never be higher than 13.500 % or lower than 7.500 %.
The Note Holder will then determine the amount of the monthly pay ment 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 interest 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 monthly 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 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 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 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 Ir summent. 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 covenants contained in this Adjustable Rate Rider.

FORM NO:M3731 JUN 87

Gas.No.

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RECORD AND RETURN TO: **BOX 130**

THE TALMAN HOME FEDERAL SAVINGS AND รางการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะกา ที่สามารถ เพลิจัยที่สามารถเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการ เกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะการเกาะก

LOAN ASSOCIATION OF ILLINOIS
4901 WEST IRVING PARK ROAD CHICAGO, ILLINOIS 60641

ATTENTION: SHARON (BARNES LIGAT REPORT LIGHT CALL TREATMENT BY BY BY BY A

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THIS CONDOMINIUM RIDER is made this 4TH day of DECEMBER, 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

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:

754 WEST BUENA-UNIT 3W, CHICAGO, ILLINOIS 60613 [Property Address]

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

BUENA PARK 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. Condomicism 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 Condominion 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 Ut iform 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 ...y 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 Jamages, 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 prisingled and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrumer (a) provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after whice 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, accept 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 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 coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Londor 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 interes. 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.

(Seal) PATTULLO/BACHELOR -Borrower 14-16-302-032-1010 (Scal) -Borrower PREPARED BY: SPINSTER SHARON BARNES (Seal) CHICAGO, IL 60641 -Borrower RECORD AND RETURN TO: BOX 130 (Scal) THE TALMAN HOME FEDERAL SAVINGS AND ·Borrower LOAN ASSOCIATION OF ILLINOIS 4901 WEST IRVING PARK ROAD (Sign Original Only) CHICAGO, ILLINOIS 60641

MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3140 12/83

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PREPARED BY: SHARON BARRES CHICAGO, IL 60641 RECORD AND RETURN TO: OEL KOE

THE TALMAN HOME PHOERAL SAVINGS AND BOAR ASSOCIATION OF ILLINOIS 4801 WELT IRVING PARK ROAD

CHICAGO, ELLINGIS 60641

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