

UNOFFICIAL COPY

LOAN NO. 45-0349-6

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 MAR -4 AM 11:40

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[Space Above This Line For Recording Data]

MORTGAGE

87 THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 26, 19..... The mortgagor is ***THOMAS, R., RACHAEL AND KAREN, M., RISCHI, JAMES, WIFE*** ("Borrower"). This Security Instrument is given to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1801 West Belmont, Chicago, Illinois 60657. ("Lender"). Borrower owes Lender the principal sum of ***EIGHTY-FIVE THOUSAND SIX HUNDRED AND NO/100*** Dollars (U.S. \$***85,600.00***). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2012. 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:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF

PIN: 25-2] -326-003-0000

mcAll ✓
FEO

438 W. SURF ST., UNITS 438-2B AND 438-3B, CHICAGO
which has the address of *15725 ORLAN BROOK DRIVE, UNIT 72 AND G-71, ORLAND PARK, ILLINOIS 60657 AND * [Street] [City]
Illinois 60462. ("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 seized 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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This instrument was prepared by
CHICAGO, IL 60657
1601 W. BELMONT AVE.
THE CLERK'S OFFICE, RECORDS AND INDEXES SECTION OF CHICAGO
MAIL TO:

Notary Public
(Seal)

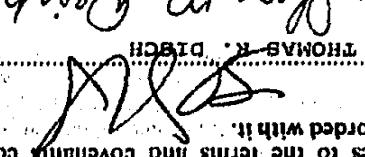
Williness my hand and official seal this 26 day of July 1986
(I, the, citizen)

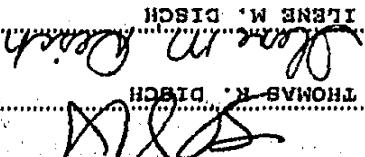
Philip... executed said instrument for the purposes and uses herein set forth.
(This, here, thine)

have executed this instrument to be to the person(s) who, being informed of the contents of the foregoing instrument,
before me and is (are) known or proved to me to be the person(s) who, before me and is (are) personally appeared
ROBERT THOMAS, R. R. DITSCHE, AND JAMES M. DITSCHE, HHS, WIECA, AND ASSOCIATES, PERSONALLY APPARENT
a Notary Public in and for said county and state, do hereby certify that

My Commission Expires: 4-28-96

COUNTY OF (Cook County)
STATE OF IL (Illinois)
SS: (Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security
instrument and in any rider(s) executed by Borrower and recorded together with
this Security instrument, if one or more riders are executed by Borrower and recorded together with
this Security instrument, the agreements of each such rider shall be incorporated into and shall amend and
supplement all the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
instrument; [Check applicable box(es)]
THOMAS R. DITSCHE

Borrower
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security
instrument and in any rider(s) executed by Borrower and recorded together with
this Security instrument, the agreements of each such rider shall be incorporated into and shall amend and
supplement all the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
instrument; [Check applicable box(es)]
JLENE M. DITSCHE

Borrower
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security
instrument and in any rider(s) executed by Borrower and recorded together with
this Security instrument, the agreements of each such rider shall be incorporated into and shall amend and
supplement all the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
instrument; [Check applicable box(es)]
22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.
 23. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with
this Security instrument, the agreements of each such rider shall be incorporated into and shall amend and
supplement all the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
instrument; [Check applicable box(es)]
24. Family Rider.
 25. Condominium Rider.
 26. Grandparent Rider.
 27. Parent Rider.
 28. Other(s) [Specify]

Instrument and in any rider(s) executed by Borrower and recorded with it.
21. Release. Upon payment of all sums accrued by this Security instrument, Lender shall release this Security
instrument without charge to Borrower. Borrower shall pay any recordation costs.
Instrument and in any rider(s) executed by Borrower and recorded with it.
22. Release of non assignable attorney's fees, and when to the sum accrued by this Security instrument, Lender shall release this Security
instrument of non assignable attorney's fees, including, but not limited to, receiver's fees, promissory
notes of management including those past due. Any rents collected by Lender shall be applied first to payment of the
costs of management of the Property and thereafter to the receiver's fees, promissory notes, and other expenses of the
Property including those past due to center upon, take possession of the property and to collect the rents of
the property received by Lender shall be applied first to payment of the Property and thereafter to the receiver's fees,
prior to the expiration of any period of redemption specified in the instrument (in person or by duly
qualified receiver) shall be entitled to follow in the judgment of the court or by Lender prior to the
expiration of any period of redemption under paragraph 19 or abandonment of the property and at any time
prior to the expiration of any period of redemption, upon acceleration under paragraph 19, including
but not limited to, reasonable attorney's fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums accrued by
Borrower of a default or any other deficiency of Borrower to accelerate the note or to assert in the notice
instrument Borrower of the right to reinstate, foreclose by judicial proceeding and make of the Property. The notice
secured by this Security instrument, foreclosure by judicial proceeding and make of the Property. The notice
and (d) that failure to cure the default on or before the date specified in the note may result in acceleration of the sums
and unless applicable law provides otherwise. The notice shall specify: (a) the date of default to cure the
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless applicable law provides otherwise. The notice shall specify: (b) the action required to cure the
default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless applicable law provides otherwise. The notice shall specify: (f) the date the default must be cured;

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's
breach of any covenant or agreement contained 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 date of default to cure the
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless applicable law provides otherwise. The notice shall specify: (b) the action required to cure the
default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless applicable law provides otherwise. The notice shall specify: (f) the date the default must be cured;

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

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

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

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 Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to 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 take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended 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, Borrower 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 Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically sensible and Lender's security is not lessened. If the restoration or repair is not economically sensible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day 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 bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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Borrower, however, this right to collection of amounts received by Lender or other party under this Note may be exercised by Lender in its discretion.

8. Inspection, Lender or its agent may make reasonable entries upon and inspect conditions of the property, Lender having notice of the time or place of inspection.

9. Condition, Lender shall have the right to inspect collection procedures of any award or claim for damage, or direct or cause to make or do any good or useful thing.

10. Borrower, Not Released; Extension of Term of Note, Lender shall have the right to postpone the date of maturity of principal of note and interest at Lender's option.

11. Successors and Assigns; Right of Preempt, Joint and Several Liability, Co-signers. The coventants and agreements of this SecuritY instrument shall bind and run to the person of the Borrower or his successors and assigns.

12. Loan Charges, If the loan secured by this SecuritY instrument is subject to a law which acts maximum loan charge, and that law is finally interpreted so that it requires payment of charges exceeding the amount due, then (a) any such loan charge shall be deducted from the amount due, or (b) if Lender makes a waiver of the original Borrower or Lender's successions in interests, he may receive payment of interest in full, and reduce the principal balance by the amount of interest so paid.

13. Legalization of Note, Lender shall have the right to make any changes in this Note without notice to Borrower, Lender may choose to make this Note a joint and several liability instrument, and (b) Lender may agree to make this Note a simple joint and several liability instrument.

14. Notices, Any notice to Borrower or Lender concerning this Note or any modification of the Note, Borrower shall be given by delivery in writing to him at his address specified in this Note, and notice given to Borrower or Lender or any other party holding a copy of this Note shall be given to Lender or Borrower or any other party holding a copy of this Note.

15. Governing Law; Severability. This SecuritY instrument shall be governed by the laws of the state in which the property is located, in the event that any provision of this Note is held invalid or unenforceable, such provision shall be severed and the remaining provisions of this Note shall remain in full force and effect.

16. Borrower's Copy, Borrower shall be given one copy of the Note and of this SecuritY instrument.

17. Transferor of the Property or a Beneficial Interest in Borrower, If all or any part of the property of Lender or transferor is sold or transferred to the seller or transferee, the Note and of this SecuritY instrument shall be given to the new owner, provided that the new owner receives notice of this Note prior to the date of the sale or transfer.

18. Borrower's Right to Remise, If Security instrument without further notice or demand on Borrower.

19. Security Instrument, Lender shall have the right to require Borrower to pay all sums secured by this Note within 30 days of receiving such notice.

20. Remedies permitted by this Note, Lender may invoke any of the following to collect the amount due under this Note:

- (a) pays Lender all sums which are due under this Note and the Note had no recollection that this Note would be due under this Note.
- (b) pays Lender all expenses incurred in collecting this SecuritY instrument, and those conditions exist that Borrower has violated any provision of this Note.
- (c) pays Lender all expenses incurred to collect any other debts or agreements, and (d) takes such action as Lender may reasonably require in protecting this Note.

Borrower to assure that this Security instrument shall remain until payment in full of all amounts due under this Note.

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LEGAL DESCRIPTION RIDER

UNITS 438-2B AND 438-3B AND IN 438-448 SURF CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 7 AND 8 IN THE SUBDIVISION OF LOTS 9 TO 16 BOTH INCLUSIVE, IN BLOCK 2 IN GILBERT HUBBARD'S ADDITION A SUBDIVISION OF 6.97 CHAINS SOUTH AND ADJOINING THE NORTH 25 CHAINS OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 AND THE NORTH 6.97 CHAINS OF THE SOUTH 15 CHAINS OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, 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 NUMBER 25329346 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMONLY KNOWN AS: 438 W. SURF ST., UNITS 438-2B AND 438-3B, CHICAGO, IL 60657
P/R/E/I #14-28-118-044-1006, UNIT 2-B, #14-28-118-044-1007, UNIT 3-B

ALSO:

UNIT #72 AND UNIT #G-71 IN ORLAN BROOK CONDOMINIUM, AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN ORLAN BROOK UNIT #1, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, HEREINAFTER REFERRED TO AS PARCEL, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY PRESTIGE CONSTRUCTION COMPANY, INCORPORATED, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22916678 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 15725 ORLAN BROOK DRIVE, UNIT 72 AND G-71, ORLAND PARK, IL 60462
P/R/E/I #24-14-302-018-1072, UNIT 72, #24-14-302-018-1171, UNIT G-71

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

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LOAN NO. 45-0349-6

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 26th day of FEBRUARY....., 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 Adjustable Rate Note (the "Note") to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

438 W. SURF ST., UNITS 438-2B AND 438-3B, CHICAGO, ILLINOIS 60657 AND
15725 ORLAND PARK DRIVE, UNIT 72 AND G-71, ORLAND PARK, ILLINOIS 60462.....
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND PAYMENT SCHEDULE. IF THE INTEREST RATE DECREASES, THE AMOUNT OF THE BORROWER'S PAYMENT WHICH IS APPLIED TO THE OUTSTANDING PRINCIPAL WILL INCREASE. IF THE INTEREST RATE INCREASES, THE AMOUNT OF THE BORROWER'S PAYMENT WHICH IS APPLIED TO THE OUTSTANDING PRINCIPAL WILL DECREASE.

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

1. INTEREST

Interest will be charged on that part of principal which has not been paid beginning on the date I receive principal and continuing until the full amount of principal has been paid.

Beginning on the date I receive principal, I will pay interest at a yearly rate of *****8.00*****%. The interest rate that I will pay will change in accordance with Section 4 of the Note. The interest rate required by this Section and Section 4 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

2. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on APRIL , 1987.... I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under the Note. My monthly payments will be applied to interest before principal. If on MARCH 1 , 2012....., I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my monthly payments at 1601 West Belmont Avenue, Chicago, Illinois 60657, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

My initial monthly payments will be in the amount of U. S. \$*****839.00***** for the first *****SIXTY***** (***60***).. months. This amount may change every *****SIXTY***** (***60***).. months pursuant to Section 3 herein.

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My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount naively because I pay a fixed payment each month. If so, on the date that my monthly payment would cause me to exceed that limit, I will insist that you pay a fixed payment each month. That date may change if in paying a new monthly payment until the next payment date.

(H) Limit on My Unpaid Principal: Increased Monthly Payment

Payments change date until the amount of my monthly payment beginning on the date. I will pay the amount of my new monthly payment before changing on the date. My new payment will become effective on each payment change date.

(G) Effective Date of Payment Changes

The new amount of my monthly payment for the next six months. The result of this calculation is called the "final payment". It will be maturity date at my new interest rate in subsequent equally monthly payments. Specified to owe at the payment date the unpaid principal that I am paying that would be sufficient to repay the amount of the monthly thereafter, the Note holder will then determine the amount of payment and "forifty-five***" days prior to the last payment change date and "forty-five***" days on the note payment date I shall make any change

(F) Calculation of Payment Changes

"Payment Change Date". Each date on which my payment could change is called a "change date". Each day of the month every sixty minutes (*****) and on that day of the month every sixty minutes (*****) the amount of the monthly payment that I shall make may change

(E) Payment Change Dates

My new interest rate will become effective on each interest change date.

(D) Effective Date of Interest Changes

Before each interest change date, the Note holder will calculate my new interest rate by adding .000000 AND .000000 divided by current percentage points (*****) to the current index. The sum will be my new interest rate.

(C) Calculation of Interest Changes

Note holder will give me notice of its choice. Note holder will choose a new index which is no longer available, the Note holder will be called the "current index". If the previous day available is the fifteenth of the month prior to each interest change date (or the next day of the month prior to the fifteenth of the month prior to the previous statistical release H-15 (S19)). The index in effect as of the fifteenth statistical release to the fifteenth of the month prior to the previous month will be used to calculate the current index.

When computed from a bank discount basis as a yield equivalent for 6-month untilled States treasury bills stated as a yield equivalent for 6-month based on an "index". The index is the secondary market rate for 6-month untilled States treasury bills stated as a yield equivalent for 6-month based on an "index". The index change is called an "interest change date".

(B) The Index

The interest rate is called an "interest change date". Rate could change on the date of the month every six months (s) thereafter. Each date on which my interest rate could change is called an "interest change date". April 19, 1988, and on that day of the month every six months (s) thereafter. The interest rate is called an "interest change date".

(A) Interest Rate Change Dates

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The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my then current interest rate in substantially equal payments.

(I) Additions to My Unpaid Principal

My monthly payment could be less than the amount of the interest due on my monthly payment. If so, each month that my monthly payment is less than the said interest due, the Note Holder will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 3(C) above and Section 4(C) of the Note.

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in 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.

(K) Required Full Payment

I will pay the total amount of all outstanding principal and interest as my monthly payment on the maturity date.

4. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; however, Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall give Borrower a notice identifying such lien. Borrower shall satisfy such a lien or take one or more of the actions set forth above within ten days of the giving of the notice.

5. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing by first class mail to Borrower at the Property Address or at such

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(Sätig a original Only)

-Borrower

..... (SEAL)

-Borrower

ILENE M. DISCHI

-Borrower

THOMAS R. DICACH

..... (SEAL)

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

If the loan secured by the 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 permitted limits, then: (1) Any such loan charge shall be reduced by the amount necessary to reduce the charge by making a direct payment to Borrower. If a refund reduces principal, then the reduction will be treated as a partial prepayment under the Note. (2) Any sums already collected from Borrower, Lender may choose to make this refund by reducing the principal owed under the Note which exceeded permitted limits will be collected to from Borrower to the permitted limit; and (3) Any sums necessary to reduce the charge loan charge shall be reduced by the amount necessary to reduce the charge by making a direct payment to Borrower. If a refund reduces principal, then the reduction will be treated as a partial prepayment under the Note.

8. LOAN CHARGES

Borrower is writing.

Under the Note and this Security Instrument unless Lender has released Note withstanding a sale or transfer, Borrower will continue to be obligated

to pay all the sums secured by this Security Instrument of which the Borrower must pay all the sums secured by this Security Instrument. If Borrower fails to pay all the sums secured by this Security Instrument, Lender may invoke any remedy available by law without notice of acceleration, or provided or note less than forty days from the date the note is delivered or note less than thirty days from the date the note is sold provided a period of note less than the date of acceleration, or note less than the date the note is sold on

as of the date of this Security Instrument. Not be exercised by Lender if the exercise is prohibited by federal law consent, Lender may, at its option, require immediate payment in full of an instrument agreement deed without notice, a trustee's sale or corporation is sold or transferred, or the property is sold on transfer or assignment is sold or transferred, or any part of the property or any interest in it is sold or transferred or if a beneficial interest of Borrower in a trust holding

27. Transfer of the property or a beneficial interest in Borrower as follows:

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

Security interest and the Note are declared to be severable. The conflict existing provision, and to this end the provisions of this Note or the Note which can be given effect throughout the instrument or the Note provided other provisions of which applicable law, such contract shall not affect any provision or clause of this Security instrument or the Note contract which is located. In the event that any security interest in which the property is governed by federal law and non-vested government securities with limited variances by jurisdiction to constitute a unit form security instrument covering real property to government securities, instruments, units, or other instruments for national use form of Security instrument, Government Securities unit form government securities for national use

15. Unit form Security instrument: Governing Law; Severability as follows:

6. UNITFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Borrower or Lender when given in the manner designated herein to for in this Security instrument shall be deemed to have been given to Lender by notice to Borrower as provided herein. Any notice Lender to Lender's address stated herein or to such other address as Lender may designate, and (b) any notice to Lender shall be given by first class mail hereina, and other address as Borrower may designate by notice to Lender as provided

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 26th day of FEBRUARY, 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 CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 438-448 ORIAN BROOK DRIVE, UNIT #1, CHICAGO, ILLINOIS 60657-6082 (Property Address).

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 438-448 SURF CONDOMINIUM AND ORIAN BROOK 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 the 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.


THOMAS R. DISSEN
(Seal)
Borrower


ILENE M. DISCH
(Seal)
Borrower