87138286

COOK FRANCE OF THE

1987 MAR 13 PM 1: 35

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- [Space Above This Line For Recording Data]

# **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on March 5, 1987
THIS MORTGAGE ("Security Instrument") is given on March 6, 1987  19 8/ The mort gagor is Dennis J. Pekar and Catherine Dusek Pekar, his wife
("Borrower"). This Security Instrument is given to
UPTOWN FEDERAL SAVINGS, F.A. which is organized and existing
UPTOWN FELEPAL SAVINGS, F.A. ("Borrower"). This Security Instrument is given to, which is organized and existing ander the laws of the United States of America , and whose address is
7077 West Demprier Street — Niles, Illinois 60848 ("Lender"). Borrower owes Lender the principal sum of . One Hundred Eight Thousand Eive Hundred and no/100
Borrower owes Lender the plincipal sum of One Hundred Elight Thous and Elive Hundred and no/100
Dollars (U.S. \$198a500, 00). This debt is evidenced by Borrower's note
lated 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 MRY12017
ecures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
nodifications; (b) the payment of al. 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
he Note. For this purpose, Borrower does here by mortgage, grant and convey to Lender the following described property
ocated in

Unit 1917-E, as said unit is defineated or the survey of the following described premises:

Lots 82 and 83 in the Sub-division of Rlock 40 in the Caral Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian in Ccok County, Illinois; which survey is attached as Exhibit "A" to and a part of the Declaration of condominium ownership hade by National Boulevard Bank, as trustee, under trust agreement dated January 25, 1972 and known as Trust No. 4231, recorded in the Office of the recorder of Deeds of Cook County, Illinois on April 19, 1972 as Document 22,296,281, falling within the above- Described premises, together with an undivided 16.667 percert interest in above-Described premises (excepting therefrom those units falling within said premises as said units are delineated on the survey hereinabove referred to), in Cook County, Illinois.

Mortgagor also hereby grants to the Mortgagee its successors and assigns, as rights and easements apprutenant 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, runditions, restrictions and reservations contained in said declaration the same as though the provissions of said declaration were recited and stipulated at length herein.

Permanent Tax No: 14-33-306-047-1005

Ja.

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.

87138280

My Commission Expires: //- 5/-8 Witness my hand and official seal this.... матси 419 (µc' spc' (pch) ..... executed said instrument for the purposes and uses therein set forth. (his, her, their) have executed same, and acknowledged said instrument to be ..... thetr. .. Iree and voluntary act and deed and that 1...; the uniderelegated on hereby certify that
Dennis J. Pekar and Carherine Dunek Pekar, hite wife
Dennis J. Pekar and Carherine Dunek Pekar, hite wife

before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,

free and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, .....ებყე... COUNTY OF .....atoutili. Coop Coop TO STATE (IB32).... Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIONING BELOW, BUTTOWER accepts and agrees to the terms and covenants contained in this Security Other(s) [specify] Graduated Payment Rider Planned Unit Development Rider ☐ 2-4 Family Rider XX Condominium Rider Tabin ale Rate Rider Instrument. [Check applicable box(es)] supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security in trument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23, Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 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. existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by

inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required 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; breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19, Acceleration; Remedies. Lender ahall give notice to Borrower prior to acceleration following Borrower's

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

This instrument was prepared by the Mark Bore

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

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 ortion, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the four ds 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 Learner. 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 agrainst the sums secured by this Security Instrument.

3. Application of Dayments. 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 even 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 oved payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrover makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any an which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation seed by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of it e 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 overage" 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 require, 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 Borrowest

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 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 36 cay 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.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by occurried; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this recurity Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may recurity Instrument, institution to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's objugation of this Security Instrument, Lender's rights in the Property and Borrower's objugation in the Property and Borrower's challenging to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's challenging to a secure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's challenging to a secure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's challenging to a security in the Property and Borrower's challenging to a security in the Property and Borrower's challenging the security in the Property and Borrower's challenging the security in the t (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: retriedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate.

If Borrower meets certain conditions, Borrower her right to have the right to have emiorement 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. Those conditions are that Borrower:

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any 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 the exercises than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Scentity 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 and Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred and Borrower is not a natural and an anatural anatural and an anatural anatural anatural anatural and an anatural and an anatural anatural anatural anatural anatural and an anatural anatura

Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by leder a law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security List rument or the Note normalistics with applicable law, such conflict shall not affect other provisions of this Security List rument or the Note normalistics and the provisions of this Security Instrument and the

provided for in this Security Instrument shall be deemed to have been given to Borrower at Lander when given as provided 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 designater by notice to Borrower. Any notice

14. Notices. Any notice to Borrower provided for in this Security Liest un ent 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 71 dqaragaraq

rendering any provision of the Note or this Security Instrument unenture able 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 ake the steps specified in the second paragraph of If enactment of expiration of applicable laws has the effect of 13, Legislation Affecting Lender's Rights.

partial prepayment without any prepayment charge under the Note under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (b) my sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may shows to make this refund by reducing the principal owed

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 'or interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, then we are all the loan charges shall be reduced by the amount connection with the loan exceeded the permitted limits, then we are all the standard from Borrower which exceeded

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 this Security Instrument shall bind and bencessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower, so coverants are a specific to the doctors of paragraph 17. Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument only to mortgage, grant and convey that Borrower's interest in the Property "...der the terms of this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property "...der the forms of this Security Instrument; (c) is not personally obligated to pay the sums secured by this Security Instrument; (d) is not personally obligated to pay

ahall not be a waiver of or procied, the exercise of any right or remedy.

13. Successors and Assigns Sound; 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 anortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Dorrower's successors in interest. Any forbearance by Lender in exercising any right or remedy interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest.

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 I and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of an arrival and secured by this Security Instrument granted by Lender to any successor in modification of an arrival and secured by this Security Instrument granted by Lender to any successor in instance of an arrival and arrival arrival arrival and arrival arriv

to the sums recured by this Security Instrument, whether or not then due.

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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 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

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.

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

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspections of the Property. Lender

8. Inspections of the Property. Lender Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

# UNOFFICIAL ROOPY

THISC	CONDOMINIUM RIDER is made this	6th	day of	March	1987
and is incorpo	rated into and shall be deemed to am	end and supp	olement the M	ortgage, Deed of T	rust or Security Deed (th
UPTOWN FE	rument") of the same date given by th			***********************	(the "Lender"
of the same da 1917	te and covering the Property described N. Cleveland, #3, Chicago,	In the Secur	rity Instrumen 60614	t and located at:	
***************************************		(Property Ad	dress)		
	includes a unit in, together with an	andivided in	terest in the c	ommon elements o	f, a condominium projec
known as:	1915 - 1917 North Clev			minium	
	·	ne of Condorna			
(the "Condon	ninium Project"). If the owners asso	ciation or of	her entity wh	nch acts for the C	ondominium Project (th

(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. Condeminium Obligations. Horrower 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 (ue all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insulance, So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" pointy 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 hyperd insurance on the Property; and
- (ii) Borrower's obligation are rer 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 incurance 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 shalf take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accorded by inform, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or c aim 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 hereof 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 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-man gement 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, ther I ender 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 intrinect 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.

Dennis J. Pekar Borrow

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or

# **UNOFFICIAL COPY**

# ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this day	ofMarch 6	19 and is
incorporated into and shall be deemed to amend and supplement the "Security Instrument") of the same date given by the undersigned (   Rate Note (the "Note") to	Mortgage, Deed of Trust	or Security Deed (the
the Security Instrument and located at:	same date and covering the	e property described in
1917 N. Cleveland #3, Chicago, Illinois 606	514	
[Property Address]		

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

#### A. INTEREST PATE AND MONTHLY PAYMENT CHANGES

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

#### (B) The Index

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

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

The Note Holder will then determine the amount of the morely payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in 'ul' on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

## (D) Limits on Interest Rate Changes

### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the an ount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferred as if a new loan were being made to the transferred; 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.

(Seal)

# **UNOFFICIAL COPY**

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 tion. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accelera-Borrower in writing.

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

or demand on Borrower.

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

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