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COOK COUNTY RECORDER

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MORTGAGE

512042-3

THIS MORTGAGE ("Security Instrument") is given on MARCH 11 19 87 The mortgagor is STEVEN T. SHEN AND JOANNA M. SHEN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

HORIZON FEDERAL SAVINGS BANK

which is organized and earling under the laws of THE UNITED STATES OF AMERICA, and whose address is 1210 CENTRAL PVENUE

WILMETTE, ILLINCIS 60091 ("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED SIXTY FIVE THOUSAND SEVEN HUNDRED AND NO/100

Dollars (U.S. \$ 165,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Ins runent ("Note"), which provides for monthly payments, with the full debt, if not APRIL 1, 2017 paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the debt videnced by the Note, with interest, and all renewals, extensions and modifications; (b) tile payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Portower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby an angage, grant and convey to Lender the following described property

located in

County, Illinois:

PARCEL 1: UNIT 14 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE SHIRLS OF INVERNESS TOWNHOME CONDOMINIUM III AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26276889, AS AMENCED, IN PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP /2 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.
PARCEL 2: EASEMENTS FOR INGRESS AND EGYFSS APPURTENANT TO AND FOR THE USE AND BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24537555 AND AS CREATED BY DOCUMENT NUMBER 27130614, IN COOK COUNTY, ILLINOIS. 'exts

.02-28-300-044-1014

Mortgagor furthermore expressly grants to the Mortgagee its successors and assigns as rights and easements appurtenant to the above described real estate the rights and easements for the benefit of said property set forth in the aforementioned declaration and all other rights and easements of record for the benefit of said property. This Mortgage is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

which has the address of

1432 SHIRE CIRCLE (Street)

INVERNESS

[City]

Illinois

60067 [Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's NON-DNIEORM COVENAITS. Borrower and Lender further covenant and agree as follows:

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 the Country appearance in the notice, Lender at the option may require immediate payment by indicial proceeding. 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; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums necured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonunices applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially this Security Instrument without all expenses incurred in may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in may foreclose this Security Instrument by judicial proceeding, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Fossession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time major to the in Fossession. Or a secoleration under paragraph 19 or abandonment of the Property and at any time profession are not all the fossessions.

Planned Unit Development Rider

31. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security 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 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 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents.

 Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs.

Instrument. [Check ar plicable box(es)] this Security in evenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security 23, Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

XX Condominium Rider

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(Seal			
iewonoB	JOANNA M. SHEN		
([808])			
7			
iewono8	STEVEN T. SHEN		
(Scal)			
	58250		,
	WE WILL BOD TOOM TOWN TOWN TO	mannana (e) sames from the miss sur-	-inn siens
_	PA Porrower and recorded with it.	patinara (shahir vee ni hee tee	hmirton
ed in this Security	accepts and agrees to the terms and covenants contained	у Signing Below, Вопол-	8
		Orner(s) [sheruk]	

County se: Chapter STATE OF ILLINOIS, - Espece Below This Line For Acknowleds

do hereby certify that STEVEN T. SHEN AND JOANNA M. SHEN, HUSBAND AND WIFE

, personally known to me to be the same person(s) whose name(s)

, a Notary Public in and for said county and state,

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subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as THEIR

Given under my hand and official seal, this day qt

HOBIZON LEDEBAL SAVINGS BANK PREPARED BY :

EAVISION' IL 60202

My Commission expires:

set forth.

RECORD AND RETURN TO :

Graduated Forment Rider

TobiM -te. LastaujbA AK

HOKIZON LEDEKAT SAVINGS BANK

EVANSTON, ILL INOIS 1737 CHICAGO AVENUE

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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 Fund's 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: arst, 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 ranner 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 takes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lieuwhich has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation securer by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the Levin, 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 improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended cov. age" 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, Borgo ver 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 feasible and Lender's society 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 30-day provide 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

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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, increased the premiums requirement for the insurance in effect until such time as the requirement for the

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

assigned and shall be paid to Lender.

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

to the sums serured by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to paid to Borrower.

postpone the due dete de of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower dot Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

by the original Borrower or Borrow er's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify an artization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for modification of an original of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall at t operate to release the liability of the original Borrower or Borrower's successors in interest.

the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations with the terms of this Security Instrument or the Note without the Borrower's content. this Security Instrument shall bind and b.n. fit 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 only to mortgage, grant and convey Instrument but does not execute the Not: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the series of this Security Instrument; (b) is not personally obligated to pay this Security Instrument; (b) is not personally obligated to pay this Security Instrument. 11. Successors and Assignt dound and Several Liability; Co-signers. The covenants and agreements of ahall not be a waiver of or precluder as exercise of any right or remedy.

necessary to reduce the charge to the permitted limit; and (t) an sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund educes principal, the reduction will be treated as a partied agreement mithout any preparation of the property of the refunder the Note or by making a direct payment to Borrower. If a refund educes principal, the reduction will be treated as a partied agreement mithout any preparation of the property 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 in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount 12. Loan Charges. that Borrower's consent.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. partial prepayment without any prepayment charge under the Note.

Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by Ti dqsrgsraq rendering any provision of the Note or this Security Instrument unenforceable recording to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Secu ity Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

in this paragraph. first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

Note are declared to be severable. 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 I is a ment and the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 15. Governing Law; Severability. This Security Instrument shall be governed by federal from and the law of the

federal law as of the date of this Security Instrument. 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Security Instrument. If all or any part of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

occurred. However, this right to reins a 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's 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 (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: 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 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 THIS CONDOMINIUM RIDER is made this 11TH day of MARCH 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 HORIZON FEDERAL SAVINGS BANK

(the "Lender")

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

1432 SHIRE CIRCLE, INVERNESS, ILLINOIS 60067

(Property Address)

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

SHIRES OF INVERNESS

[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 Lander further covenant and agree as follows:

- A. Condominam 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 Condominator, "Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, of these 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 p ov sign 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 und x U tiform 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 in urrange 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 talle 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 is provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after posses to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other easualty or 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 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.

02-28-300-044-1014

STEVEN T. SHEN -Borrower

JOANNA M. SHEN -Borrower

(Scal)
-Borrower

(Scal)
-Borrower

(Sign Original Only)

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

Form 3140 12/83

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and the company

INOFFICIAL COPY DIUSTABLE RATE LOAN RIDER 512042-3

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IN-CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

, 1987 This Rider is made this 11TH day of MARCH , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

HORIZON FEDERAL SAVINGS BANK

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

1432 SHIRE CIRCLE, INVERNESS, ILLINOIS 60067

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and

Lender further covenant and agree as follows:

A. INTEREST FATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 8.500 %. The Note interest rate may be increased or decreased and on that day of the 60 months thereafter. month every

Changes in the interfact rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

- of 1 year.
- (2)
 The most current monthly national median cost of funds for FSLIC Insured savings and loan
- associations. (3) WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 5 YEARS.

Calculation of Changes

Before each Change Date, the No.e Holder will calculate my new interest rate by adding 2.500 2.500 %) to the Current Index. The most recent Index figure available as of the date percentage points (45 days before each Change Date is cau't the "Current Index". The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will calculate the revision monthly principal and interest payment to maintain the amortization of the loan for the remaining portion of the loan term.

Limit on Interest Rate Changes

The rate of interest I am required to pay shall neve be increased or decreased on any single Change Date by more than 2.000 percentage points (2.000%) from the rate of interest I have been paying for the preceding twelve months. Also, my interest rate shall never be greater than 13.500 %, XHXISMAKHAK XXXXXXXXXXX

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a lay which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refut d by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying in allen. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

Seal) -Borrower	JOANNA M. SHEN	(Seal) —Borrower	STEVEN T. SHEN
(Seal)		(Seal)	

ADJUSTABLE RATE LOAN RIDER

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