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Prepared by: Lyons Federal Trust and Savings Bank 440 E. Ogden Avenue Hinsdale, Il. 60521

Alexandra M. Lala

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2001796-9

MORTGAGE

MARCH 20, THIS MORTGAGE ("Security Instrument") is given on The mortgagor is CYNTHIA A. HIRSCHBEIN, an unmarried person

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

LYONS FEDERAL TRUST AND SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA

, and whose address is

Borrower owes Lender the principal sum of

FORTY NINE THOUSAND SIX HUNDRED AND NO/100 --

("Lender").

Dollers (U.S. \$ 49,600.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instructent ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRT (1.2017). paid earlier, due and payable on APR. 1. 2017

This Security Instrument secures to Lender: (a) the repayment of the deby 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 Bor wer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby martgage, grant and convey to Lender the following described property COOK

located in

County, Illinois:

INIT NUMBER 2.

THE FOLLOWING DESCRIPTION OF LAND IN AUTOCOMPARTS OF LAND IN AUTOCOMPAND 2 IN OUTTOT OR BLOCK "A" OF THE VILLOUS SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EXAMPLED TO COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO CONDOMINIUM RECORDED AS DOCUMENT 25131915 TOGETHER LITH LITE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS UNIT NUMBER 2803 IN 2650 NORTH LAKEVIEW CONDOMINIUM AS DELINEATED ON A SURVEY OF CERTAIN PARCEIS OF LAND IN ANDREWS SPAFFORD AND COLLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 IN OUTTOT OR BLOCK "A" OF THE WRIGHTWOOD, A SUBDIVISION IN THE SOUTHWEST 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 FAHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25131915 TOGETHER LITH ITS UNDIVIDED PERCENTAGE

2650 NORTH LAKEVIEW AVENUE # 2803 CHICAGO

which has the address of

[Street]

(City)

60614 Illinois

[Zip Code]

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any 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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HOX 932-HA

440 E. Ogden Lyons Federal Trust and Savings Bank

:cd LisM

A Barc Noten Public	, Kəţaţqs
la a bour	My Commission expires: P8 - 20 - P0
day of March	Given under my hand and official scal, this 20th
	set forth.
e and voluntary act, for the uses and purposes therein	tegned and delivered the said instrument as
is day in person, and acknowledged that Bhe	subscribed to the foregoing instrument, appeared before me th
at (L'an an asonw (2) norsan amas out od o	, personally known to me to
numerried person	do hereby certify that Cynthia A. Hirschbein, an
, a Motary Public in and for said county and state,	j, the undersigned
County ss:	STATE OF ILLINOIS,
9	
or Acknowicdement)	Space Below This Line F
C	
(las2)	
IBW0110B-	
(ins)	
(IB92) sewanos—	
0	~?/ _/
(Scal) (Scal) (Scal) Addition (Scal)	
mith it.	Instrument and in any rider(s) executed o; Borrower and recorded
	BY SIGNING BELOW, BOTTOWER accepts and agrees to
	Other(s) [apecify]
velopment Rider	Graduated Lavr.ent Rider
der 🔲 2-4 Family Rider	
rument as if the rider(s) were a part of this Security	this Security (notement, the covenants and agreements of each susupplement the covenants and agreements of this Security Institution. [Check as plicable box(es)]
rs are executed by Borrower and recorded together with	22. Waiver of Homestead. Borrower waives all right of hom 23. Riders to this Security Instrument. If one or more ride this Security Instrument.
	instrument without charge to norrower, norrower shall right of hom

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

prior to the expiration of any period of redemption following Judicial sale, Lender (in person, by agent or by Judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of 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.

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may forcelose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Solution of the Property and at any time that the sees of the Property and at any time of Lander in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time are graph 19 or abandonment of the Property and at any time of the property and at any time of the property and at any time of the property and of requirements in the property and at any time are are are also as a payer the property and at any time of the property and of requirements. existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assort in the foreclosure proceeding the nonand (d) that fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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; unices applicable law provides otherwise). The notice shall specify; (s) the default; (b) the action required to cure the 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

MON-UNIFORM COVENAVIS. Bottower and Lender further 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 ortion, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the furds 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

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 ago on the sums secured by this Security Instrument.

3. Application of Properts. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I 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 wider paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Dorrower shall pay all taxes, assessments, charges, lines 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 v. the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person over 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 ien 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 liei 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 of 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 "extencied coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amorius 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 and give prompt notice to the insurance

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

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 taxess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that he 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 23-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; Lenseholds. 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 lensehold, 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 netions 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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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 Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' lees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's applicable few may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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

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.

Id. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Secretary Instrument.

Id. Borrower's Copy. Borrower shall be given one conformed copy of the Property or any part of the Property or any interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural interest in it is sold or transferred for it 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 person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums

Note are declared to be severable. 15. Governing Law; Severability. This Security Instrument shall be governed by feder it has 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 Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or decider when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Instruction 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 dqargaraq 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 tak: the steps specified in the second paragraph of

rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, It enactment or expiration of applicable laws has the effect of

partial prepayment without any prepayment charge under the Moter 13. Legislation Affecting Lender's Rights. If enactmet connection with the loan exceed the permitted limits, tu(n; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (v) any, sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may chorse to make this refund by reducing the principal owed under the Wote or by making a direct payment to Borrower. It a refur d reduces principal, the reduction will be treated as a partial permitted with the reduction will be treated as a

12. Loan Charges. 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 in

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 egard to the terms of this Security Instrument or the Note without

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 Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property ut der, he terms of this Security Instrument; (b) is not personally obligated to pay

Interest of Boffower Cartainte operate to retease the flags against any successor in interest of refuse to extend time for Lender shall not be retuire; to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify arrortization of the sum secured by this Security Instrument by reason of any demand made by the original Boffower or Boffowers are exercise of any right or temedy.

It. Successors and Assigns Drand; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and Percent, and Several Liability; May for the provisions of the provisions are also as the provisions of the provision postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower with Released; Forbestance By Lender Not a Walver. Extension of the time for payment or modification of amounts into the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower with the payment of the original Borrower or Borrower's successors in interest.

Unless or der and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

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

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

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

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and is incorporated into and shall be deemed to amend a "Security (nstrument") of the same date given by the under	20.th., day of
of the same date and covering the Property described in the	e Security Instrument and located at: Chicago, Illinois 60614
The Property includes a unit in, together with an undivi	ded interest in the common elements of, a condominium project
known as: 2650 NORTH LAKEVIEW CONDOM	INIUM Condonumum Project)
(the "Condominium Project"). If the owners association	n or other entity which acts for the Condominium Project (the benefit or use of its members or shareholders, the Property also
CONDOMINIUM COVENANTS. In addition to the Borrower and Lender further covenant and agree as follows:	e covenants and agreements made in the Security Instrument,
A. Conton inium Obligations. Borrower shall project's Constituent Documents. The "Constituent Documents the Condominium Project; (ii) by-laws; (iii) code opromptly pay, when due all dues and assessments imposed	perform all of Borrower's obligations under the Condominium cuments" are the: (i) Declaration or any other document which fregulations; and (iv) other equivalent documents. Borrower shall I pursuant to the Constituent Documents.
B. Hazard In frence, So long as the Owners Ass "master" or "blanket" policy on the Condominium Projection	ociation maintains, with a generally accepted insurance carrier, a ect which is satisfactory to Lender and which provides insurance be hazards Lender requires, including fire and hazards included
(i) Lender waives the provision in Uniform	Covenant 2 for the monthly payment to Lender of one-twelfth of
the yearly premium installments for 'an ard insurance on t (ii) Borrower's obligation under Uniform C	Covenant 5 to maintain hazard insurance coverage on the Property
is deemed satisfied to the extent that the reounted coverage Borrower shall give Lender prompt notice of any la	is provided by the Owners Association policy. ose in required hazard insurance coverage.
In the event of a distribution of hazard insurance	e proceeds in lieu of restoration or repair following a loss to the
paid to Lender for application to the sums secured by the S C. Public Liability Insurance, Horrower so ill ta	ke such actions as may be reasonable to insure that the Owners
D. Condemnation, The proceeds of any award of connection with any condemnation or other taking of all c	ceptable in form, amount, and extent of coverage to Lender. claim for damages, direct or consequential, payable to Borrower in or any part of the Property, whether content or of the common
shall be applied by Lender to the sums secured by the Secu E. Lender's Prior Consent. Borrower shall not,	except pates notice to Lender and with Lender's prior written
consent, either partition or subdivide the Property or conse (i) the abandonment or termination of the required by law in the case of substantial destruction by fi	ent to: Condomination Project, except for abandonment or termination re or other east; if you in the case of a taking by condemnation or
eminent domain; (ii) any amendment to any provision of the C	Constituent Docume as If the provision is for the express benefit of
Lender:	nt and assumption of self-armagement of the Owners Association;
or	1.0
(iv) any action which would have the effect the Owners Association unacceptable to Lender.	of rendering the public liability insurance coverage maintained by
F. Remedies. If Borrower does not pay condomin Any amounts disbursed by Lender under this paragraph F Instrument. Unless Borrower and Lender agree to other te	ium dues and assessments when over, if en Lender may pay them, shall become additional debt of Borrov er secured by the Security rms of payment, these amounts shall be relaterest from the date of terest, upon notice from Lender to Borrower, equesting payment.
• •	rms and provisions contained in this Condominium Rider.
	Cynthia A. Hirschbein (Scal)
ALL TO:	, • · · · · · · · · · · · · · · · · · ·
YONS FEDERAL TRUST AND SAVINGS BANK 10 EAST OGDEN AVENUE	(Seal)
INSDALE, ILLINOIS 6052). FIN: Alexandra M. Lala	-Harrowei

Property of Coot County Clert's Office

2001796-9

(I Year Index-Payment Cap, Interest Rate Limits and Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this is incorporated into and shall be deemed to amend and supplet "Security Instrument") of the same date given by the undersit Rate Note (the "Note") to LYONS FEDERAL TRUST AND (the "Lender") of the same date and covering the property des	ment the Mortgage ined (the "Borrow SAYINGS BANK	, Deed of Trust (er'') to secure Bo	or Security Deed (the prrower's Adjustable
2650 North Lakeview Avenue, # 280		cago, Illino	is 60614

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BOR-ROWER MAY LIMIT MONTHLY PAYMENT INCREASES EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT. THE ANNUAL INTEREST RATE CHANGES MAY BE LIMITED. THE INTEREST RATE MAY ALSO BE LIMITED, THE NOTE ALSO MAY PERMIT THE BORROWER TO CONVERT THE ADJUSTABLE RATE LOAN INTO A FIXED RATE LEVEL PAYMENT, FULLY AMORTIZING LOAN.

Additions (Covenants, in addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST PATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ... 7.50 ... %. The Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAY-MENT

(A) Change Dates

that day every 12th month thereafter. Each onte on which my interest rate could change is called a "Change Date."

(B) The Index

weekly average yield on United States Treasury securities adjusted to a constant maturity of one year. maturity of one year.

as made available by the Federal Reserve Board.

The most recent Index figure available as of the date 45 mays before each Change Date is called the "Current Index." If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes Before each Change Date, the Note Holder will calculate my new interest rate by adding & three persuals points (... 2.75....%) to the Current index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (C.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the moturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Vayment." It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(G) below.

(D) Limit on Interest Rate Changes

Beginning with the...first.... Change Date and every Change Date thereaf er, the rate of interest I am required to pay shall never be increased or decreased on any single change date by more than 2.00...... from the rate of interest I have been paying for the preceeding (welve months. My interest rate also shall never be greater than...six percent over initial rate

(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 amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

Property of Cook County Clerk's Office

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(although the interest rate charged will be different). This amount is called the "Limited Payment." If I choose a Limited Payment as my monthly payment, I must give the Note Holder written notice that I am doing so at least 15 days before my first new monthly payment is due.

(H) Additions to My Unpaid Principal

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that the Limited Payment is less than the interest portion, the Note Holder will subtract the Limited Payment from the amount of the interest portion and 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 4(C) above.

(I) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to one hundred twenty-live percent (125%) of the principal r no int I originally borrowed. My unpaid principal could exceed that maximum amount if I pay a Limited Payment. If so, on the date that my paying my Limited Payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would obsufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

(J) Required Full Carment

Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly payment.

5. FIXED RATE CONVERSION OF TOON IS APPLICABLE IS NOT APPLICABLE

(A) Option to Convert to Fixed Rute

If I choose to make this conversion, I must give the Lender written notice that I am doing so at least 45 days before the Effective Conversion Date. I also must sign and give to the Lender a document, in any form that the Lender may require, changing the terms of the Note as necessary to give effect to the Conversion. Beginning with the Effective Conversion Date, if such conversion has been chosen, my vacrest rate will be equal to the Federal Home Loan Mortgage Corporation's published required Net Yield for 30-year, fixed rate mortgages covered by 60-day mandatory delivery commitments that was in effect as of the date 45 days before the Effective Conversion Date, plus. PDA & DDA half percent (.1.5...%), rounded to the nearest one-eighth of one percentage point (0.125%). If such required Net Yield is not available, Lender will determine my new, fixed interest rate by using a comparable figure.

2. If the unpaid principal balance of my loan on the Effective Conversion Date will be greater than the original principal amount of my loan, the Lender may require that a qualified r.o' estate appraiser, chosen by the Lender, prepare an appraisal report on the value of the secured property. I will pay the Lender a reasonable fee for this appraisal report. If the unpaid principal balance of my loan on the Effective Conversion Date will be an amount greater than 95% of the value of the property securing my loan, as established by the appraisal report, I will not have the option to convert my adjustable rate interest payments described in Section 5A I move unless I pay the Lender an amount sufficient to reduce the unpaid principal balance to that amount.

(B) Determination of New Payment Amount

If I choose to convert to a fixed rate of interest as provided in Section 5A above, the Let up will then determine the amount of a monthly payment that would be sufficient to repay the unpaid principal base, or of my loan I am expected to give on the Effective Conversion Date in full on the maturity date at my new interest one in substantially equal payments. The result of this calculation will be the new amount of my monthly payment the "New Payment Amount").

(C) Payment of New Payment Amount; Continuation of Fixed Rate

Beginning with my first monthly payment after the Effective Conversion Date, I will, if I have chosen the foregoing conversion, pay the New Payment Amount as my monthly payment, and the interest rate I pay will not change from the fixed rate established as of the Effective Conversion Date.

(D) Notice by Lender

Before the date of my first monthly payment after the Effective Conversion Date, the Lender will mail or deliver to me: a notice of my new interest rate as of the Effective Conversion Date; the amount of my New Monthly Payment; and a date (not later than 15 days from the date the Lender gives me the notice) by which I must sign and give the Lender a document making the changes to the Note that are necessary to provide the new fixed interest rate. The notice will include all 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.

(E) Fallure to Choose Conversion

If I do not, at least 30 days before the last possible Conversion Date specified in Section 5A I above, give the Lender notice that I choose to convert my adjustable rate interest payments to fixed rate interest payments and do the other things that I must do under Section 5A above, within the applicable times specified in such Section, I will no longer have the right to choose such a conversion of interest payments.

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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 transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any convenant or agreement in this Security Instrument is acceptable to Lender.

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

Lender releases Porrower in writing.

If Lender spercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The patice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrov or 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 revoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Cook County Clark's Office BY SIGNING BELOW in prower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

MATL TO: LYONS FEDERAL TRUST AND SAVINGS BANK 440 EAST OGDEN AVENUE HINSDALE, ILLINOIS 60521 ATTN: Alexandra M. Lala

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