RR421008

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 2. 19 88. The mor ragor is Margaret D. Chalmers, divorced and not since re-married and Nestor P. Dokousian, divorced and not since re-married mortgage Associates, Ltd., its successors and or assigns----under the laws of the State of Illinois , and whose add , which is organized and existing , and whose address is 1767 Glenview Road. ("Lender"). Glenview, Illinois 60025

One Hundred Thirty One Thousand Eight Hundred and no/100ths--Dollars (U.S. \$ 131,800.00). This debt is evidenced by Borrower's note Borrower owes Lender the rencipal sum of

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2018 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and This Security Instrument modifications; (b) the payment of all (this sams, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hareb mortgage, grant and convey to Lender the following described property located in Cook

Unit 1-20-93-L-T together with its willivided percentage interest in the common elements in Rob Roy Country Club Village Condominium as delineated and defined

in the Declaration recorded as document number 26410009, as amended from time to time, in the Northwest 4 of Section 26, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, (1) inois.

Permanent Tax Number: 03-26-100-013-1239

\$12.40 1:4444 TRAN 2261 09/14/86 16:16:00 \$3656 # D #-88-421008 COCK COUNTY RECORDER

which has the address of

716 Burr Oak [Street]

Prospect Heights

Illinois

60070 [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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

To Reorder Call: GREAT LAKES BUSINESS FORMS, INC. Neuonally 1-800-253-0209 • Michigen 1-800-558-2643

Form 1876

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

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by 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 assert in the foreclosure proceeding the nondefault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be curred; and (d) that failure 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, forcelosure by judicial proceeding and sale of the Property. The notice shall further latered by this Security Instrument, forcelosure by judicial proceeding and sale of the Property. The notice shall further unless 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

this Security Instrument without further demand and may foreclose 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.

20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time

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 the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially

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

22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

LIEN DRA Ulla

der	Planned Unit Development Ric	Graduated Payment Rider
.2-4 Family Rider	Z Condominium Rider	X Adjusienie Kate Rider
ic rider(s) were a part of this Secu	ents of this Security Instrument as if th	supplement the ervenants and agreem [nstrument. [Check.applicable box(es)]
bnəma flada bna otni bətatoqtoəni ə	iment. If one or more riders are executed to and agreements of each such rider shall be	his Security haverment, the coverants

M Other(s) [specify] Ad Jendum to ARM Rider/Note

Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrey's accepts and agrees to the terms and covenants contained in this Security

my hand and official seal, this se insmurtani bias off b byllob bing bongia free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that do hereby certify that MARCAREI U. CATINER. Chalmekon th undersoned a Notary Public in and for said county and state, (ISS).... (Seal)..... (Iss2).

UNOFFICIAL COPY (Address) Lynn Liskiewicz (SmaN)

This instrument was prepared by:

Liaa Meyer I (Mots orticial sear

1301 198

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

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

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

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

assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or lettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is acthorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

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

Unless Lenger and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amo vication of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the extra ise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) it co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the Lams of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) grees 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

that Borrower's consent.

12. Loan Charges. If the loan secured by this Se urity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any silms already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security List/rument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stars specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument 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 Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal are and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Institute and the

Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

requesting payment.

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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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

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 regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or coversants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

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

Borrower stall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Instrument immadiately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and receds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The on-day period will begin restoration or repair is not economically feasible or Lender's security would be lessened, he 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, he t the insurance carrier has of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds a sall be applied to restoration or repair

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

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withfield.

5. Hazard Insurance. Borrower shall keep the in pro ements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires. This insurance shall be maintained in the anti-units and for the periods that Lender requires. The insurance shall be maintained in the anti-units and for the periods that Lender requires. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

of the giving of notice.

the Property is subject to a lien which may attain prior it over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or ake one or more of the actions set forth above within 10 days 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. If 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 agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the lien to this Security Instrument. agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good Borrower shall promptly discharte at y lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

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

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

3. Applicate of Sayments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs I and 2 shill be applied, first, to late charges due under the Noie; second, to prepayment charges due under the paragraphs I and 2 shill be applied, first, to late charges due under the Noie; second, to prepayment charges due under the

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 Property or its acquisition by Lender under the same of the suments. Unless applicable law provides otherwise, all payments received by Lender under appropriately fact to letter the characters the sumer that and such a property is the supplicable of the property of property and the under the characters are considered by Lender and a property of the supplication of the property of the under the characters are considered by the supplication of the property of property of the under the characters of the property of the property of the under the characters of the property of the prope 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

amount of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the 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 when due, the excess shall be,

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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 The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

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



Year Treasury Index-Rate Caps)

incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Illinois Mortgage Associates, Ltd. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

> 716 Burr Oak, Prospect Heights, Illinois 60070 |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 BOR-HOWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

monthly payments, es follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will per may change on the first day of October 1989, and on that day every .12 . month thereafter. Fich date on which my interest rate could change is called a "Change Date."

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 Treasur, securities adjusted to a constant maturity of . . . 4. year(s), 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."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by addingtwo..and.one..... half percentage points (...2.50..%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent ge point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate antil 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 in 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

My interest rate will never be greater than 13,50 %.

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

O _x C	
Westor F. Dokousian Banowei	
Mestor P. Dokousian Bonower	
MALLALL D. Chalmers Borrower	

Rider

BY Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

on Borrowe

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand

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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 transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce 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.

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UNOFAMONA RIGIOPY ...

(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 Horrower's interest in the Owners Association and the uses, proceeds and benefits of Horrower's interest.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Nocuments. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominion Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance earrier, a "master" or "blanket" pelic, 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 mixard insurance on the Property; and
- (ii) Horrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any tapse in required hazard insurance coverage.

In the event of a distribution of hazard fast ance 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 Horrower are hereby assigned and shall be paid to Lender for application to the sums secured by (h) Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance, Borrower shart (are such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accordable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or cli im for damages, direct or consequential, payable to florrower 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 notely 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 Covenam 9.
- E. Lender's Prior Consent, Borrower shall not, except after votice 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 of in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents of 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 see, red 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 Billow, Borrower accepts and agrees to the terms and provisions contained in this Condominium (G) er.

Margaret D. Chalmers

Nestor P. Dokousian

MULTISTATE CONDOMINIUM RIDER-Single Family-FRMA/FHLMC UNIFORM INSTRUMENT

ADDENDUM TO ADJUSTABLE RATE NOTE, RIDER AND SECURITY AGREEMENT

This Agreement made on September 2, 1988 between

Margaret D. Chalmers, divorced and not since re-married and Nestor P. Dokousian,
hereinafter referred to as BORROWER, and Illinois Mortgage Associates, Itd., its successors
and or assigns , hereinafter referred to as LENDER.

WHEREAS, LENDER has approved a mortgage loan in the amount of One Hundred Thirty One Thousand Eight Hundred and no/100ths---

Dollar U.S. \$ 131,800.00 to BORROWER to purchase and refinance property located at 716 Burr Oak, Prospect Heights, IL 60070 ; and

WHEREAS, LENDER currently holds the first mortgage on said property;

NOW THEREFORE, it is agreed that the Note of even date herewith evidencing the above drscribed loan shall be amended in the following respects and as to those respects only:

- 1. The rate of interest shall be $\frac{7.50}{50}$ % per annum until $\frac{10-1-89}{50}$ on which date the inverest rate shall be changed according to the change date stated in the Note with changes made in accordance to paragraph 4 of the Note.
- 2. Should the borrower(s) elect to convert this loan into a fixed rate loan, they will be able to do so subject to the following terms and conditions:
- A. OPTION TO CONVERT TO FIXED RATE; CONDITIONS TO OPTION
- 1. Except as provided in Section A 2 below and notwithstanding anything to the contrary in the Note or the Rich., I may choose to convert my adjustable rate interest payments to a fixed rate. The first date I may exercise this option is _____ at any time
- If I choose to make this conversion, I must give the Lender notice that I am doing so at least 45 days before the next scheduled monthly payment due 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 nicessary to give effect to the conversion. Beginning with the Effective Conversion Date, if such conversion has been chosen, my interest rate will be equal to the Federal Home Loan Mortgage Corporation's 60 day mandatory delivery rate for 30-year, fixed rate mortgages that was in effect as of the date that notification is given to the Lender, plus 3/8 of one percent (.375%). If such required Net Yield is not available, the Lender will determine my new, fixed interest rate by using a comparable figure. Borrower must execute and deliver to Linder the documents required by Lender evidencing conversion to fixed rate.
- 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, lender may require that a qualified real estate appraiser, chosen by the Lender, prepare an appraisal report on the value of the secured property. 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 A above unless I pay the Lender an amount sufficient to reduce the unpaid principal balance to that amount. If a new appraisal is required, the Borrower will be responsible for the appraisal expense in addition to the conversion fee.

B. DETERMINATION OF NEW PAYMENT AMOUNT

If I choose to convert to a fixed rate of interest as provided in Section A, the Lender will then determine the amount of my monthly payment that would be sufficient to repay the unpaid principal balance of my loan 1 am expected to owe on the Effective Conversion Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment (the "New Payment Amount").

C. PAYMENT OF NEW PAYMENT AMOUNT: CONTINUATION AFTER IXED RATE

Beginning with my first monthly payment that becomes due 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. PAYMENT OF CONVERSION FEE

For choosing to convert my adjustable interest rate payments to fixed rate payments, as provided above, I will pay the Lender a conversion fee equal to \$500.00 at the time I submit my notification to elect conversion to a fixed rate loan.

E. NOTICE TO LENDER

Before the date of my first monthly payment that becomes due after the Effective Conversion Date, the Lender will deliver to me a notice of my new interest rate as of the Effective Conversion Date and the amount of my New Monthly Payment.

F. DELINGUERCY

THE MORTGAGO. MAY NOT EXERCISE THIS OPTION IF THE LOAN IS DELINQUENT OR IF THE LOAN HAS BEEN DELINQUENT ONE TIME OR MORE IN THE PREVIOUS THELVE MONTHS.

G. OWNER OCCUPIED

The subject property must be owner occupied at the time of conversion.

H. FEDERAL HOME LOAN MORTGAG! CORPORATION ELIGIBILITY REQUIREMENTS

It is understood and agreed that conversion option is subject to approval by the Federal Home Loan Mortgage Corporation and agreement to purchase this loan by same. Upon conversion, loin must meet all eligibility requirements of the Federal Home Loan Mortgage Corporation included, but not limited to, maximum loan amounts, loan to value ratios, act to income ratios, condominium and PUD requirements.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS ADDENDUM.

DATE September 2, 1988

DATE

September 2, 1988

BORROWE Margaret D. Chalmers

BORROWER

Nestor P. Dokousian

 $800 k_{\rm evg}$