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mail to

This instrument was prepared by:

MARIE MAIR

NORWOOD FEDERAL SAVINGS BANK
5813 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60646

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 17, 1988. The mortgagor is DONALD J. CRIVLARE, JR., DIVORCED AND NOT SINCE REMARRIED. BORROWER. This Security Instrument is given to NORWOOD FEDERAL SAVINGS BANK, which is organized and existing under the laws of the United States of America, and whose address is 5813 North Milwaukee Avenue - Chicago, Illinois 60646. Borrower owes Lender the principal sum of Fifty One THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 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 modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois.

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UNIT 2-C IN WINDER LANE CONDOMINIUM AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN ROBERTS MILWAUKEE AVENUE SUBDIVISION OF BLOCKS 5 AND 10 IN THE SUBDIVISION OF (EXCEPT NORTH 1.5 RODS AND THE SOUTH 4 RODS) THAT PART OF LOT 5 WEST OF MILWAUKEE AVENUE IN THE SCHOOL TRUSTEES' SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY NORTH WEST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 2383 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23134384 AS AMENDED FROM TIME TO TIME; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS.

DEPT-91 17.25
T#114 TRAN 2519 09/27/88 15:55:00
#5520 *88-444367
COOK COUNTY RECORDER

PTN: 13-16-114-045-1009

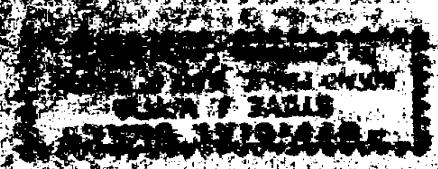
which has the address of 4540 N. LINDER AVENUE #2C CHICAGO
[Street] [City]
Illinois 60630 ("Property Address");
[Zip Code]

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

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

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

17 25



Given under my hand and official seal, this 17th day of September, 1988

My Commission expires: 5-11-91

signed and delivered the said instrument of mortgage... subscribed to the foregoing instrument... I, DONALD J. CHINARE, JR., Notary Public in and for said county and state, do hereby certify that... County No.

STATE OF ALABAMA
County No. _____
DONALD J. CHINARE, JR., Notary Public in and for said county and state,
do hereby certify that... State of Alabama

By signing this Security, the Borrower(s) accept and agree to the terms and covenants contained in this Security... DONALD J. CHINARE, JR., Notary Public in and for said county and state, do hereby certify that...

- 1-4 Family Rider
- 2-4 Family Rider
- 3-4 Family Rider
- 4-4 Family Rider

The Borrower(s) shall be responsible for all taxes... The Borrower(s) shall be responsible for all taxes... The Borrower(s) shall be responsible for all taxes... The Borrower(s) shall be responsible for all taxes...

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

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 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 amortization 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 exercise 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) by co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 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 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 reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of 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 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 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 law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument 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.

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1. Payment of Principal and Interest. Borrower and Lender covenant and agree as follows:

The period of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note shall be as follows:

5. **Final Due Date and Maturity.** Lender shall pay to Borrower, on the date specified in the Note, a sum ("Funds") equal to the principal of the debt evidenced by the Note, plus any interest accrued thereon, together with any other amounts due to Borrower under the Note and any prepayment and late charges.

Lender may not charge for holding and applying the Funds, except for the cost of 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 statement of the Funds showing credits and debits to the Funds and the balance of the Funds as of the date of the statement.

The Funds shall be held in an institution 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, except for the cost of 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 statement of the Funds showing credits and debits to the Funds and the balance of the Funds as of the date of the statement.

If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Lender shall pay to Borrower, in full or all sums secured by the Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If more than one Security Instrument is used to secure the debt, Lender shall apply, no later than immediately prior to the sale of the Property or its disposition by Lender, any Funds held by Lender at the time of application of a Security Instrument to the debt secured by the Security Instrument.

3. **Application of Payments.** Unless specified otherwise, all payments received by Lender under paragraphs 1 and 2 of this agreement shall be applied first to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts paid (a) under paragraph 2, fourth, to interest due; and last, to principal due.

4. **Change of Law.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may arise from the Security Instrument, and Lender shall promptly furnish to Lender pay those on which Borrower shall pay those charges. If any such charges are not paid in that manner, Borrower shall pay them on time directly to the party to whom they are due. If Borrower does not pay them directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge all obligations secured by this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the Note in a manner acceptable to Lender; (b) contests in good faith the lien by, or extends against the lien by, 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 (subject to Lender's approval) to Lender subordinating the lien to the Security Instrument. Lender may give Borrower a notice, describing the lien, Borrower shall satisfy the lien or the one or more of the actions set forth above within 10 days of the giving of notice.

5. **Standard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "covered" and any other hazards for which Lender requires insurance. The insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier provided; the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and receipts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and receipts. If Lender is not satisfied, Borrower shall promptly give to Lender all receipts of paid premiums and renewal policies. 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. All payments received by Lender and Borrower 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, the insurance proceeds shall be applied to restoration or repair of the Property damaged, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not repair within 30 days a notice from Lender that the insurance carrier has obtained to repair a claim, then Lender may effect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Lender and Borrower shall 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 1 of the Security Instrument, Borrower's right to any insurance proceeds 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.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or become vacant. 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 for the life of the lease, Lender agrees to the receipt 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 or to enforce laws or 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 attorney's fees and carrying on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree in writing, 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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NORWOOD FEDERAL SAVINGS BANK

5813 North Milwaukee Avenue Chicago, Illinois 60646

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17th day of September, 1988, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Norwood Federal Savings Bank (herein "Lender") and covering the Property described in the security instrument and located at 4540 N. LINDER AVENUE #2C, CHICAGO, IL 60630
(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as WINDER LANE CONDOMINIUM
(Name of Condominium Project)
(herein "Condominium Project").

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

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Donald J. Crivlare, Jr.
DONALD J. CRIVLARE, JR. —Borrower

—Borrower

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NORWOOD FEDERAL SAVINGS BANK
6012 North Milwaukee Avenue
Chicago, Illinois 60630

CONDOMINIUM RIDER

This Condominium Rider is made this _____ day of _____, 19____, and is incorporated into and shall be deemed to amend and supplement the Condominium Declaration and the Condominium Bylaws of the Condominium Project known as _____ (hereinafter "Project") located in _____ (hereinafter "Project") and covering the Property described in the Condominium Declaration and the Condominium Bylaws of the Project.

The Property consists of _____ (hereinafter "Property") and is located in the Condominium Project known as _____ (hereinafter "Project") and is described in the Condominium Declaration and the Condominium Bylaws of the Project.

CONDOMINIUM GOVERNMENT. In addition to the covenants and agreements made in the Condominium Declaration and the Condominium Bylaws, the following covenants and agreements shall apply to the Property:

A. The Condominium Project shall be governed by the Condominium Declaration and the Condominium Bylaws, and the Condominium Association shall be the governing body of the Condominium Project.

B. The Condominium Association shall be organized and operated for the purpose of providing and maintaining the common areas and facilities of the Condominium Project, and in such connection shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

C. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

D. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

E. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

F. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

G. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

H. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

I. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

J. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

K. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

L. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

M. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

N. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

O. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

P. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

Q. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

R. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

S. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

T. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

U. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

V. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

W. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

X. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

Y. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

Z. The Condominium Association shall have the right to sue and be sued in its corporate name, and shall have the right to acquire, lease, hold, sell, convey, and otherwise dispose of real property.

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ADJUSTABLE RATE RIDER (Cost of Funds Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 17th day of September, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NORWOOD FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4540 N. LINDER AVENUE #2C, CHICAGO, IL 60630
[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of October 1, 1989, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one month average cost of funds to FSLIC insured Savings & Loans in the Federal Home Loan Bank Board 7th District, as made available by the Federal Home Loan Bank of Chicago. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and 50/100 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 percentage point (0.125%). 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 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

The interest rate I am required to pay at the first Change Date will not be greater than 9.50% or less than 7.500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.00%.

(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.

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 ceases 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.

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(Seal)
-Borrower

(Seal)
DONALD J. SHILAK, JR.
-Borrower

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan requested. 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 terms and agreements made in the Note and in the Security Instrument. Borrower will continue to be obligated under the Note and the Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require transferee's 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 accrued by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may enforce any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate