

UNOFFICIAL COPY

PREPARED BY: LISA REGINELLI
RECORD & RETURN TO:
FIRST NATIONWIDE BANK
1520 KENSINGTON RD. S-300
OAK BROOK, IL. 60521

Box 156

-88-483244

DEPT-01 \$27.00
TR4444 TRWN 3054 10/20/88 15:32:00
#4501 # D * -88-483244
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

DOC. 020

MORTGAGE

88483244

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 6, 1988
The mortgagor is LESALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED
SEPTEMBER 16, 1988 AND KNOWN AS TRUST NUMBER 113767.

A FEDERAL SAVINGS BANK ("Borrower"). This Security Instrument is given to FIRST NATIONWIDE BANK,
under the laws of CALIFORNIA, which is organized and existing
700 MARKET ST., SAN FRANCISCO, CA. 94102, and whose address is ("Lender").
Borrower owes Lender the principal sum of SEVENTY FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100

88-483244

Dollars (U.S. \$ 74,250.00). 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 NOVEMBER 1, 2015. 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:

SEE ATTACHED LEGAL RIDER

-88-483244

COMMUNITY TITLE COMPANY
201 N. Wells, Suite 1420
Chicago, Illinois 60609
(312) 372-1700

TAX I.D.# 14 05 211 021 1136

which has the address of 6101 N. SHERIDAN RD. UNIT 36D CHICAGO
Illinois 60660 (City)
("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.

CLOSER ID:
FNMA/FHLMC Uniform Instrument 3014 12/83
Page 1 of 4
L0959A1 3/87 IL - Single Family

Loan # 0040777348

\$ 27-

Copy 1 of 3 - Return to Lender
L0959

UNIT NO. 300 IN EAST POINT CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, (HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF LOTS 12, 13, 14 AND 15 LYING EAST OF A LINE WHICH IS 169.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS, TOGETHER WITH SO MUCH OF THE LAND EAST OF AND ADJOINING SAID LOT 12, 13, 14 AND 15, AS IS BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID LOT 12 EXTENDED EAST AND ON THE SOUTH BY THE SOUTH LINE OF SAID LOT 15 EXTENDED EAST AND ON THE EAST BY THE WESTERLY LINE OF LINCOLN PARK, AS IS SHOWN AND DELINEATED IN DOCUMENT NO. 10938695, ALL IN BLOCK 9 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST 1/2 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NO. 22473, RECORDED IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 20350217, TOGETHER WITH AN UNDIVIDED .621% INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF, AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

PROPERTY OF Cook County Clerk's Office

-88-483244

Uniform Covenants. Borrower and Lender covenant and agree as follows:

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed 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 lien 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 lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-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; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's 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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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; Cosigners.** 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 cosigns this Security Instrument but does not execute the Note: (a) is cosigning 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 attorney's 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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Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

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 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by 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 attorney's fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time 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 including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify) ESCROW RIDER & FIXED RATE CONVERSION OPTION RIDER

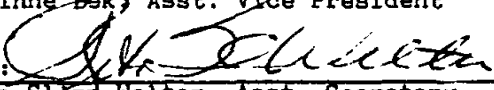
By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

LASALLE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 16, 1988 AND KNOWN AS TRUST NUMBER 113767. and not personally

by: 

Corinne Berk, Asst. Vice President

Date

Attest: 

Rita Slimm Welter, Asst. Secretary

Date

Date

(Seal)

Date

(Space Below This Line For Acknowledgment)

SS-403244

SEE PAGE 1 OF 4

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
 DATED 10-6-88 UNDER TRUST NO. 113767

This Mortgage or Trust Deed in the nature of a Mortgage is executed by La Salle National Bank, not personally but as Trustee under Trust No. 113767, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said La Salle National Bank hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said La Salle National Bank personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right of security hereunder; and that so far as the mortgagor or grantor and said La Salle National Bank personally are concerned, the legal holder of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. The Trustee does not warrant or Defend title.

10-5-88

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Marla Framarin a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Corinne Bek Assistant Vice President of LA SALLE NATIONAL BANK, and Rita Slimm Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Oct A.D. 19 88.

Marla Framarin
 Notary Public

My Commission Expires: 4-28-90

10-5-88

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CONDOMINIUM RIDER

DOC. 022

THIS CONDOMINIUM RIDER is made this 6TH day of OCTOBER, 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 Note to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 6101 N. SHERIDAN RD. UNIT 36D, CHICAGO, IL. 60660

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

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium 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 carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

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

(ii) Borrower's obligation 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 lapse in required 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 proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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

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

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

LASALLE NATIONAL BANK CHICAGO, ILL. AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 16, 1988 AND KNOWN AS TRUST NUMBER 113767. and not personally

by: [Signature] Corinne Bok ASSISTANT VICE PRESIDENT Date

attest: [Signature] Rita Stamm Welter ASSISTANT SECRETARY Date

Date

(Seal)
Date

88-163244

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT

DATED 10-16-88 UNDER TRUST NO. 113767

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

RECORD ATTACHED HEREIN

Cook County Clerk's Office

UNOFFICIAL COPY

RIDER TO SECURITY INSTRUMENT

DOC. 022

This Security Instrument Rider is attached to and made a part of a Security Instrument (Deed of Trust, Mortgage or Deed to Secure Debt) dated OCTOBER 6, 1988 given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE BANK, A FEDERAL SAVING BANK (the "Lender") of the same date and shall be deemed to amend and supplement said Security Instrument.

Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ASSUMPTION

Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in interest meets the Lender's then current underwriting criteria; (ii) Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender an assumption fee in an amount requested by Lender, which shall not exceed the amount requested by Lender for similar transactions.

B. INTEREST RATE AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

INTEREST RATE AND PAYMENT ADJUSTMENTS. The Promissory Note secured by this Security Instrument contains the following provisions:

"3. INTEREST RATE ADJUSTMENTS

(A) Definitions

"INDEX" MEANS THE WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 1 YR., AS PUBLISHED BY THE FEDERAL RESERVE BOARD. IN THE EVENT SUCH INDEX IS NOT AVAILABLE, INDEX SHALL MEAN A SUBSTITUTE INDEX SELECTED BY NOTE HOLDER IN COMPLIANCE WITH FEDERAL LAW. "INITIAL INDEX" MEANS THE INDEX RATE PUBLISHED BY THE FEDERAL RESERVE BOARD DURING THE WEEK PRIOR TO RECEIPT OF LOAN APPLICATION. THE INITIAL INDEX ON THIS LOAN IS 7.790%. "CURRENT INDEX" MEANS THE INDEX VALUE MADE AVAILABLE BY THE FEDERAL RESERVE BOARD 45 DAYS PRIOR TO EACH CHANGE DATE.

"INITIAL DISCOUNT" The Initial Discount is 2.67 %.

"MARGIN" The Margin is 2.875 %.

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Margin.

"INTEREST RATE" means the annual rate of interest charged on the principal balance of the loan from time to time.

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date this Note is executed as shown in Section 2. It is equal to the initial Fully Indexed Rate less the Initial Discount.

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every TWELFTH regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Interest Adjustment Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Change Date.

"PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date.

(B) INTEREST RATE ADJUSTMENTS:

I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Interest Rate as follows. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Loan Approval Letter and in Section 3(A) above, to the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one-eighth of one percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single Change Date by more than 2.0%

from the rate of interest in effect during the preceding TWELVE months. The Interest Rate will never be more than 13.250 % nor be in excess of five percentage points (5%) below the Initial Interest Rate. The fact that the Note Holder may not have invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time."

CLOSER ID:

Loan # 0040777348

CAML Maximum Interest Rate 1-4 Units

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L1117A1 (R01) 11/87 NATIONWIDE

Copy 1 of 3 - Return to Lender

L1117

SEE RIDER ATTACHED

88-483244

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED 10-6-88 UNDER TRUST NO. 113767

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

UNOFFICIAL COPY

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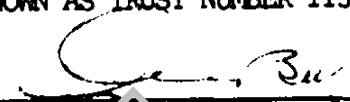
"4. PAYMENTS

(C) Amount of Monthly Payments. Monthly installments of principal and interest will be due on the first day of each month. Commencing on (date set forth in the Note), my monthly payments will be U.S. \$ (amount set forth in the Note), subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the Then Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment"). Each Payment Adjustment shall be effective on the first day of the month following each Change Date."

IN WITNESS WHEREOF, Borrower has executed this Security Instrument Rider.

LASALLE NATIONAL BANK ~~OF CHICAGO~~, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 16, 1988 AND KNOWN AS TRUST NUMBER 113767. and not personally,

by:


Corinne E. Asst. Vice President

Date

Attest:


Rita Sillm Welter, Asst. Secretary

Date

Date

(Seal)

Date

CLOSER ID:

CAML Maximum Interest Rate 1-4 Units

Page 2 of 2

L1117A2 (R01) 11/87 NATIONWIDE

Loan # 0040777348

Copy 1 of 3 - Return to Lender

L1117

RIDER TO FNMA/FHLMC SECURITY INSTRUMENT

This Rider is made this 6TH day of OCTOBER, 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 Note (the "Note") to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK

(the "Lender") of the same date and encumbering the property described in the Security Instrument and located at 6101 N. SHERIDAN RD. UNIT 36D, CHICAGO, IL. 60660

Notice to Borrower: This rider changes the terms of your Security Instrument as set forth herein.

If the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association buys all or some of the Lender's rights under the Security Instrument and Note, the promises, agreements and covenants in paragraphs 2, 3, and 4 of this rider will no longer have any force or effect.

ADDITIONAL COVENANTS

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

1. The second paragraph of Section 2, Funds for Taxes and Insurance, is amended so that, following the sentence which ends with "permits Lender to make such a charge" is inserted in the following new sentence: "A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence".

2. Insured Losses: The following provision is added to paragraph 5 of the Security Instrument and supersede any provisions in conflict therewith. If the property is damaged, the loss is covered by insurance, the Borrower must immediately notify the Lender and the insurance company. The proceeds of the insurance will be paid to the Lender. The Borrower will arrange for the repair of the property and hire his own contractor(s). After the work is done, Lender will pay the contractor's bills from the insurance proceeds provided Lender approves of the quality of the work done and the amounts of the bills, or if Borrower has paid those bills himself, Lender will reimburse the Borrower from the insurance proceeds. If there is any balance of insurance proceeds remaining with Lender after completion of the repairs and the payment of all bills, and if the loan is not in default, Lender will pay over the balance to Borrower. If the loan is in default, Lender has the right to apply the balance to a principal reduction of the loan. It is the Borrower's responsibility to see that no mechanic's liens are filed against the property. The Lender shall not be responsible for paying out any more funds than it has received in insurance proceeds.

3. Additional Loan Call Provision: Paragraph 17 of the Security Instrument is amended to provide that the provisions thereof for acceleration and for immediate payment in full of all sums secured by the Security Instrument shall apply if a suit is brought to deprive Borrower of title or to condemn the property as being unfit for human use or to abate a nuisance, or if the Borrower's title is lost by execution sale or by any other legal process.

4. Payoff, Reconveyance or Satisfaction: Subject to applicable law, Borrower agrees to pay Lender a reasonable fee to prepare a payoff statement, reconveyance or satisfaction, plus the cost of recording the deed of reconveyance or satisfaction.

IN WITNESS WHEREOF, Borrower has executed this Rider to Security Instrument.

LASALLE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 16, 1988 AND KNOWN AS TRUST NUMBER 113767. and not personally,

by: [Signature]
Corlene Bell, Asst. Vice President Date

Attest: [Signature]
Rita Slimm Welter, Asst. Secretary Date

Date

(Seal)
Date

(Space Below This Line for Acknowledgement)

UNOFFICIAL COPY

Property of

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED 10-6-88 UNDER TRUST NO. 113767

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

Clerk's Office

FIGURE 1-5

Modification Agreement

The conversion procedure begins when I notify the Lender in writing of my request to convert my loan. I must send my request to the Lender either by certified or express mail. Upon receipt of my written request and the conversion fee in certified funds, the Lender will send me a Modification Agreement, which I will sign and return to the Lender by a specified due date. Cancellations will not be allowed after receipt by the Lender of the signed Modification Agreement.

4. CONVERSION PROCEDURE

(C) The maximum Conversion Interest Rate is the same as the Maximum Interest Rate stated in the Promissory Note.

(B) The Lender has the right to select a more current FNMA yield.

(A) The fixed interest rate in effect on my loan after conversion is called the "Conversion Interest Rate". The Conversion Interest Rate will be calculated by adding 0.625% to the Federal National Mortgage Association's ("FNMA") required net yield for fixed rate mortgages covered by the applicable 60-day mandatory delivery requirements ("FNMA yield"), and rounding the result to the nearest one-eighth of one percent (0.125%). If my mortgage has a 15-year or shorter term, FNMA yield will mean the relevant net yield on 30-year fixed rate mortgages; if my mortgage has a 15-year or shorter term, FNMA yield will mean the relevant net yield on 15-year fixed rate mortgages. If the required FNMA yield is not available, the Lender will determine my Conversion Interest Rate by using a comparable figure.

3. CONVERSION INTEREST RATE

To qualify to exercise my conversion option, I must pay the conversion fee in certified funds, and sign the Modification Agreement. I also must be current on my loan, and must not have had any delinquencies of 30 days or more during the preceding 12 months.

2. CONVERSION CONDITIONS

I can make a written request to convert my loan to a fixed rate loan only during the Conversion Period, which begins on the due date of the 13th regularly scheduled monthly payment, and ends on the due date of the 60th regularly scheduled monthly payment. If the option is not exercised within this period, the loan will remain an adjustable rate loan for the remainder of the original term.

1. CONVERSION PERIOD

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

6101 N. SHERIDAN RD., UNIT 36D, CHICAGO, IL., 60660

This Addendum to Rider to Security Instrument is made this 6TH day of OCTOBER 19 88, and is incorporated into and shall be deemed to amend and supplement the Rider to Security Instrument (the "Rider"), dated the same date as this Addendum and given by the undersigned (the "Borrower"), to secure Borrower's Promissory Note, with Addendum to Promissory Note, to FIRST NATIONALWIDE BANK, A FEDERAL SAVINGS BANK (the "Lender"), and dated the same date as this Addendum to Promissory Note (the "Note"), covering the property described in the Security Instrument and located at:

ADDENDUM TO RIDER TO SECURITY INSTRUMENT (Fixed Rate Conversion Option)

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If I exercise my option to convert, the date on which my written request and conversion fee are received by the Lender is called the "Registration Date." The "Conversion Date" will be the date the Conversion Interest Rate becomes effective. If the Registration Date is on or before the 15th calendar day of the month, the Conversion Date will be the first calendar day of the month following the Registration Date. If the Registration Date falls between the 16th calendar day and the end of the month, the Conversion Date will be the first calendar day of the second month following the Registration Date.

(B) Conversion Fee. The Conversion Fee is \$250.00. If I fail to submit my signed Modification Agreement to the Lender by the specified due date, the Lender will not guarantee the Conversion Interest Rate, and I will be required to pay an additional \$125.00 to the Lender to redraw a Modification Agreement with the current Conversion Interest Rate. If I fail to return the Modification Agreement to the Lender by the second due date, I will forfeit all conversion fees paid. If I choose to convert at some time in the future, I will be required to pay the conversion fee again at that time. The conversion fee is refundable if the Lender disapproves my request to convert because my loan is not current, or has had one or more delinquencies within the last 12 months. The conversion fee is nonrefundable if I have not submitted certain supplementary information requested by the Lender within the time allotted.

(C) Time Limits. The Conversion Interest Rate quoted in my Modification Agreement will be valid for a specified period of time beginning on the Registration Date. If the Lender requests any supplementary information, I must provide it within this period. If I do not provide the information within the time allotted, I will not be able to convert at the Conversion Interest Rate specified in the Modification Agreement, and my conversion fee will not be refunded.

(D) Modification Agreement. If the Lender approves my request to convert, the Lender and I will prepare a Modification Agreement, modifying the Promissory Note. Under the Modification Agreement, the Conversion Interest Rate will go into effect on the Conversion Date. As a result of the new interest rate, the amount of my monthly payment will change, beginning on the first calendar day of the month following the Conversion Date, and will remain the same for the remaining term of the loan. My new monthly payment will be in an amount sufficient to repay my loan based on the Conversion Interest Rate, outstanding principal balance on the Conversion Date, and the remaining term of the loan. The remaining term of the loan after conversion will be the same as before conversion.

5. DUE-ON-SALE

After the Conversion Date, my loan is no longer transferable. The Modification Agreement will contain a provision revising the Due-on-Sale clause in the Note.

LASALLE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 16, 1988 AND KNOWN AS TRUST NUMBER 113767, and not personally,

By: [Signature]
Borrower Date
Asst. Vice President, Corinne Bek

Attest: [Signature]
Borrower Date
Asst. Secretary, Rita Slimm Welter

Borrower Date

Borrower Date

Property of Cook County Clerk's Office - 4833241

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED 10-6-88 UNDER TRUST NO. 113767

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

--88-483244

Office

SPR 1988-10-06 11:37:67

10-6-88

RENTAL