88531843

This instrument prepared by [Space Above This Line for Recording Data]

This instrument prepared by and should be returned to: LORI C. LAPIN

MORTGAGE

The First National Bank of Chicago One First National Plaza Suite 0049 Chicago, Illinois 60670-0049

| THIS MORTGAGE ("Security Instrument") is given on |
|---|
| This Security instrument is given to THE FIRST NATIONAL BANK OF CHICAGO which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address in ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670 |
| ("Lender"). Borrower lives Lender the principal sum of ONE, HUNDRED SET EN TY, EIGHT, THOUSAND, TWO HUNDRED & 00/100 |
| Dollars (U.S. S 118, 200, 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 pay- |
| able on DECEMBER. 1. 2013. 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 agreement, under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Linder the following described property located in |
| County, Illinois: |

UNIT 1815 IN WILLOW DAYTON PLACE TOW HOUSE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOTS 41 TO 47 INCLUSIVE, AND THE WEST OF THE TOT LOT 48 (EXCEPT THE SOUTH 7.52 FEET THEREOF) IN BLOCK 1 OF THE SUBDIVISION OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL); WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONTAMINIUM RECORDED AS DOCUMENT NO. 85162137 TOGETHER WITH ITS UNDIVIDED PERCENTAGE. IN THE COMMON ELEMENTS, IN COCK COUNTY, ILLINOIS.

ACAL 3567 3553 11773736 46 5 1 257 4 47 4 11**36 1153** 25 27 4 1 7776 30847 6.8**8888**8

-88-531843

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.



| Notation () | |
|---|--|
| reonally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, peared before me this day in person, and acknowledged that signed and delivered the said strument as | qa eni |
| I, | əɔ |
| TATE OF ILLINOIS, County ss: | LS |
| (Seal) | |
| (Iso2) | |
| (lsg2) | |
| (Seal) ———————————————————————————————————— | |
| Y SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrusent and in any rider(s) executed by Jorrower and recarded with it. | 8 |
| Other(s) [apecify] | |
| Addendum to Adjustable Rate Rider Graduated Pay ent Rider Graduated Pay ent Rider | |
| Adjustab e R ste Rider Condominium Rider 2-4 Family Rider | |
| 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security Instrument without charge to Borrower Borrower shall pay any recordation costs. 23. Winver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. [U.] ever to this Security Instrument, If one or more riders are executed by Borrower and recorded operation with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into a shall amend an a supplement the coverants and agreements of each such rider shall be incorporated into a shall amend an a supplement. [Check applicable box(es)] | 1) 1) 1e |
| easonable attorneys' fees and coats of title evidence. 20. Lender in Possession. Upon acceleration under peragraph 19 or abandonment of the Property and any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or y judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be popied first to payment of the rosts of management of the Property and collection of rents, including, but not mitted to, receiver's fees, and then to the sums mitted to, receiver's fees, and then to the sums | n d to |
| 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following loarower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration in a more more paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) he default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the otherwise is given to Borrower, by which the cured the default in acceleration of the tailure to cure the default on the cured; and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums secured by this Security natrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform narrantement, foreclosure by this Security in the foreclosure proceeding non-extatence of a default or any other defense of she right to acceleration and the right is not cured on or before the date specified in the notice, Lender at its option may require may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all any secured by judicial proceeding. Lender shall be entitled to collect all appropriately including, but not limited to. | e in Production in the Product |

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

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 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 parrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest Leader 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 in right or remedy shall not be a waiver of or preclude the exercise of any right or

11. Successors and Assign: 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 paragrap!, 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) is 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 of figured to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower and 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 a is 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 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 my 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 secure for this Security Instrument and may invoke

its option, may require immediate payment in full of all sums secure 1 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 is strument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of a wither method. The notice shall be directed to the Property Address or any other address Borrower designates of intice 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 processors 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.

from Lender to Borrower requesting payment. 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

PAVE to do so

Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

lessened. If the restoration or tepair is not economically lessible or Leader'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 Leader may use the proceeds to respair or restore the Property, or does not answer within 10 days a notice from whether or not then due. The 30-day period will begin when the notice is given.

Lander may use the proceeds to respair or restore the Property or to pay sums secured by this Security Instrument, Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, Unless Lender and Borrower shell not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph I 9 the Property prior to the acquisition shall pass to Lender to any insurance polities and proceeds resulting from damage to the Property; leasecholds. Borrower's right to any insurance polities and proceeds resulting from damage to the Property; Leasecholds.

S. Protection and Maintenance of Property; Leasecholds.

On leasehold, Borrower shall comply with the provisions of the lease, and if Borrower shall not destroy, damage or better and secured by this Security Instrument is significantly affect Lender's Allow the Property; Mortgage Insurance. If this Security Instrument is 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's apportung in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender's apportung in bankruptcy, probate, for condemnation or to enfort any proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender's apportung in bankruptcy, probate, for condemnation or to enforce laws or regulations) and the such as a proceeding in bankruptcy, probate, for the value of the will be appointed by a property and lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, the insurnotice 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 least the made lender's security is not

due under tine ivote; tining, to a mounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens.

5. Charges; Liens.

6. Charges; Liens.

8. Charges; Liens.

9. If yover this Security Instrument, and leasehold payments or ground rents; if any Borrower shall pay these obligs iters in the manner provided in paragraph 2, or if not paid in that manner. Deforewer shall pay these obligs iters in the manner provided in paragraph 2, or if not paid in that manner. Deforewer shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender tree person owed payment. Borrower shall promptly furnish to Lender tree person owed payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower broader. Deforewer shall promptly discharge any lien which has priority over the sopinion operate to prevent the enforcement of the lien in a manner acceptable to Lender. (b) supprinted by the lien in a manner acceptable to Lender. (c) security instrument. It bender to prevent the enforcement of the lien in a manner acceptable to Lender. (c) security instrument, Lender and grain any secure of the lien an agreement as isfactory to Lender subordinating the lien any part of the Prop riv is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a roif of identifying the lien. Borrower shall priority over the secures of more of the lien an agreement as isfactory to term in a manner requires. In the lien any state one of more of the lien any gart of the from the giving of notice.

5. Hazard Insurance.

6. Hazard Insurance. Borrower shall be main any extended coverage and anish the lien of the mounts and for the parameter. This insurance shall be acceptable to Lend. and shall include a standard mortgage of the insurance on the providing the lien and renewals ability by Borrower shall promptly the insurance policies and tenewals ability the insurance as a land tenewals

2. Application of application as a second describes otherwise, all payments received by Lender under paragraphs I and 2 that be applied: first, to late charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principally due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principally

by Lender at the time of application as a credit against the sums secured by this Security Instrument Upon payrent in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds field 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 shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held

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 Lancet.

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 debits to the Funds and debits to the Funds and debits 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 Introfer the principal and interest; Prepayment and Late Charges. Bottower shall promptly pay when due the principal of and interest; Prepayment and Late Charges. Bottower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges. Bottower by Lender, Bottower due under the Note, until the Note, and late later. Bottower as a family payments are due under the Note, until the Note is paid in full, a sum 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 leasehold payments or ground rents on the Property, if any; (c) yearly leasehold payments or ground rents on the Property, if any; (c) yearly leasehold payments or ground rents on the Property, if any; (d) yearly leasehold payments or ground rents or the Property, if any; (e) yearly leasehold payments or ground rents and reasonable estimates of future escrow items.

The Funds ahall be held in an institution the deposits or accounts of which are insured or guarantered by a certow items. Lender may not charge for holding lender is such an institution). Lender shall apply the funds to pay the escrow items. Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement as charge. Borrower and Lender may agree in writing that interest shall be required to pay borrower and lender in an effect of applicable law requires interest to be required to pay borrower any interest or is made or applicable law requires to a borrower, without charges an annual accounting of the Funds showing earnings on the Funds. Lender and borrower and borrower and account or the funds showing the funds and applicable funds and prove the funds of the funds showing the earnings.

ewolled as sayle bas saranees coverant and agree as follows: UNIFORM COVENAUTS.

| THIS CONDOMINIUM RIDER is made this. "Security Instrupage" Prif the second to amend and supplement the Mortgage, Deed of Trust or Se "Security Instrupage" Prif the second to amend and supplement the Mortgage, Deed of Trust or Se "Security Instrupage" Prif the second to a second and supplement the Mortgage, Deed of Trust or Se "Security Instrument and located at: [Brosenty Accessar] The Property includes a unit in, together with an undivided interest in the common elements of, a condo known as: WILLOW DAYTON PLACE TOWNIOUSE CONDO [Name or Consommon Project] (the "Condominium Project"). If the owners association or other entity which acts for the Condomini "Owners Association") holds (title to property for the benefit or use of its members or shareholders, the includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's and Lender further covenant and agree as follows: A. Co dominium Obligations. Borrower shall perform all of Borrower's obligations under the Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other dereates the Condominium Project; (ii) by-laws, (iii) code of regulations; and (iv) other equivalent documents promptly pay, when die, all dues and assessments imposed pursuant to the Constituent Documents. B. Hazard Ir ur nee, So long as the Owners Association maintains, with a generally accepted inst "master" or "blanket" pricy on the Condominium Project which is satisfactory to Lender and which pre coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and height in the term "extended coverage," then: (i) Lender waives hie provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for ha ard insurance on the Property; and (ii) Borrower's obligation, under Uniform Covenant 5 to maintain hazard insurance coverage is deemed satisfied to the ex | 88 91 |
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| If the same date and overing the Roperty described in the Security Institution (Institution (Ins | ecurity Deed (the lote to |
| Name of Condominium Project."). If the owners association or other entity which acts for the Condominium Owners Association. The condominium Project. If the owners association or other entity which acts for the Condominium Owners Association. It the owners association and the uses, proceeds and benefits of Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest or condominium Covenants. In addition to the covenants and agreements made in the Securior or and Lender further covenant and agree as follows: A. Cordominium Obligations. Borrower shall perform all of Borrower's obligations under the roject's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other of reates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents romptly pay, when it due, all dues and assessments imposed pursuant to the Constituent Documents. B. Hazard Ir are nee, So long as the Owners Association maintains, with a generally accepted inst master." or "blanket." purely on the Condominium Project which is satisfactory to Lender and which proverage in the amounts, for the periods, and against the hazards Lender requires, including fire and heithin the term "extended coverage," then: (i) Lender waives hie provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for ha and insurance on the Property; and (ii) Borrower's obligation, ander Uniform Covenant 5 to maintain hazard insurance coverage 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 rulaurance proceeds in lieu of restoration or repair following roperty, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned to Lender for application to the sums secured by the Security Instrument, with a | · |
| the "Condominium Project"). If the owners association or other entity which acts for the Condomini Owners Association") holds title to property for the benefit or use of its members or shareholders, the necludes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest of the Condominium Covenants. In addition to the covenants and agreements made in the Securior of the Condominium Project; and the covenants and perform all of Borrower's obligations under the project's Construent Documents. The "Constituent Documents" are the: (i) Declaration or any other of reales the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents rompitly pay, when die, all dues and assessments imposed pursuant to the Constituent Documents. B. Hazard Ir au nice. So long as the Owners Association maintains, with a generally accepted inst master" or "blanket" pilicy on the Condominium Project which is satisfactory to Lender and which proverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hrithin the term "extended coverage," then: (i) Lender waives he provision in Uniform Covenant 2 for the monthly payment to Lender the yearly premium installments for "ia and insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage deemed satisfied to the extent that the required overage 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 hazar a insurance proceeds payable to Borrower Association maintains a public liability insurance. Borrower shall insurance to storation or repair following troperty, whether to the unit or to common electricits, any proceeds payabl | ominium project |
| A. Cor do ninium Obligations. Borrower shall perform all of Borrower's obligations under the roject's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other dreates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents romptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents. B. Hazard Ir ar ince. So long as the Owners Association maintains, with a generally accepted inst master" or "blanket" purcy on the Condominium Project which is satisfactory to Lender and which proverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hoithin the term "extended coverage," then: (i) Lender waives the provision insUniform Covenant 2 for the monthly payment to Lender on eyearly premium installments for has ard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage. In the extent that the required accoverage 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 reperty, whether to the unit or to common electrics, any proceeds payable to Borrower are hereby assigned to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrow C. Public Liability Insurance, Borrower shall take such actions as may be reasonable to insure to association maintains a public liability insurance policy a cep able in form, amount, and extent of coverage to D. Condemnation. The proceeds of any award or daim for damages, direct or consequential, payable menetion with any condemnation or other taking of all or any part of the Property, whether of the unit or ements, or for any conveyance in lieu of condemnation, are nurely assigned and shall be paid to Lender natil be applied by Lender to the sums s | he Property also |
| (iv) any action which would have the effect of rendering the public liability inturance coverage the Owners Association unacceptable to Lender. F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Lender any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest is bursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower record by Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium MILES N. ALLEN III | erity Instrument, the Condominium document which is. Borrower shall surance carrier, a covides insurance mazards included of one-twelfth of the conthe Property sing a loss to the great and shall be ower. That the Owners to Lender. The to Borrower in the common in the |

Property of Cook County Clerk's Office

88531843

ADJUSTABLE RATE RIDER TO MORTGAGE

| incorporated into and shall be deemed to amend and supplem undersigned ("Borrower") to secure the Borrower's Adjustab ("Lender") of the same date and covering the property descri | le Rate Note ("Note") to The First National Bank of Chicago |
|--|--|
| 1815 N. DAYTON, CHICAGO, Illinois 60614 (Property | Address) |
| THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANG | SES IN THE INTEREST RATE AND THE MONTHLY PAYMENT |
| The Note provides for an initial interest rate of | |
| 19 90. Section 4 of the Note provides for changes in the inte | |
| "4. INTEREST RATE AND MONTHLY PAYMENT CHANGES | |
| (A) Gencal | |
| The interest rate i pay will change based on movements of tions (described in Section 4(E)). | If the Index (described in Section 4(C)) and rate change limita- |
| (B) Change Dage. | |
| The interest rate I pay may c': ange on the first Change Dat on which my interest rate could change is called a "Change Dat thly payment may change on the first day of the month follow | e and every 6 months following the first Change Date. Each day e". Since interest is collected in arrears, the amount of my mon- ing each Change Date. |
| (C) The Index. | |
| Beginning with the first Change Date, my interest rate with Change Date cannot be predicted, the Index value for the more | |
| The "Index" is the monthly average yield, expressed as a traded in the secondary market, as published in the secondary market, as published in the secondary market, as published in the second Research as available from the Lender and the Federal Research based on the most recent Index available at the end of true month the Note Holder will choose a new index and will give me riotic | nk of Chicago. The new rate for each six month period will be a preceding the Change Date. If the Index is no longer available, |
| (D) Calculation of Changes. | O |
| Before each Change Date, the Note Holder will calculate in The Note Holder will then apply the limits in Section 4(E). The | y r.ew interest rate by adding 2.6 percentage points to the Index. result will be my new interest rate until the next Change Date. |
| With each interest rate change, the Note Holder will determ my loan in substantially equal payments by the maturity date. I ment in accordance with Section 4(G). | nine the r.ev. amount of the monthly payment necessary to repay will be not fied of each change in my interest rate and loan pay- |
| (E) Limits on Interest Rate Changes. | |
| On the first Change Date, the interest rate will not increas than $\frac{2.000}{100}$ percentage points. On any Change Date after the from the rate in effect by more than one (1) percentage point of | e or decrease from the initial rate set forth in Section 2 by more first Change Date, the initials rate will not increase or decrease r by tess than one-tenth of one (0.10) percentage point. |
| During the life of the loan, the interest rate will not increase $\underline{6.000}$ percentage points. | ease from the initial rate so, forth in Section 2 by more than |
| (F) Effective Date of Changes. | //> |
| My new interest rate will become effective on each Chang first monthly payment date after each Change Date until the a | e Date. I will pay the amount of my new monthly payment on the mount of my monthly payment change: acain. |
| (G) Notice of Changes. | |
| change in my monthly payment. This notice will include all in | |
| By signing this ADJUSTABLE RATE RIDER TO MORTGA | AGE. Borrower agrees to all the terms hereof. |
| | Mh Dan (Seal) |
| | MILES N. ALLEN III Borrower |
| _ | Borrower [Seal] |
| - | Borrower [Seal] |
| _ | [Seal] |
| | Borrower |

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