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COOK COUNTY, ILLINOIS
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LOAN NO. 011824034

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 10, 1988**. The mortgagor is **JANICE E NAGY, DIVORCED AND NOT SINCE REMARRIED** ("Borrower"). This Security Instrument is given to **ST. PAUL FEDERAL BANK FOR SAVINGS**, which is organized and existing under the laws of the United States of America, and whose address is **6700 W. North Avenue, Chicago, Illinois 60635** ("Lender"). Borrower owes Lender the principal sum of

FORTY SIX THOUSAND AND NO /100— Dollars (U.S. **46,000.00**). 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 **DECEMBER 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:

SEE ATTACHED
PIN #14-08-206-024-1006

LOT 23 (EXCEPT THE SOUTH 40 FEET) AND LOT 24 IN BLOCK 6 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY THE BANK OF RAVENWOOD, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1978 AND KNOWN AS TRUST NUMBER 25-3415 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MARCH 7, 1979 AS DOCUMENT NUMBER 24872205 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL SURVEY) IN COOK COUNTY, ILLINOIS.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM OWNERSHIP, AND DECLARATION OF EASEMENTS.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN THE SAID DECLARATION OF THE CONDOMINIUM OWNERSHIP, THE SAME AS THOUGH THE PROVISIONS OF THE SAID DECLARATION OF CONDOMINIUM OWNERSHIP WERE RECITED AND STIPULATED AT LENGTH.

THIS MORTGAGE IS BEING RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION.
which has the address of
("Property Address"); **5455 N KENMORE 2-N CHICAGO IL 60640**

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

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

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

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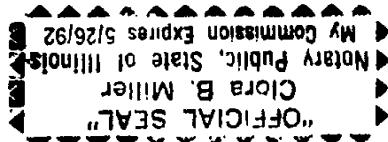
REK
NAGY JANICE E
011824034

CHICAGO, IL 60635
6700 W NORTH AV
ST PAUL FEDERAL BANK FOR SAVINGS
MICHAEL J. O'CONNOR
BOX 333 - CG

This instrument prepared by:

88424578

NOV 23 PM 2 30



My commission expires:

Given under my hand and official seal, this 10TH day of NOVEMBER 1988

set forth.

signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he
, personally known to me to be the same person(s) whose name(s) is

do hereby certify that JANICE E NAGY, DIVORCED AND NOT SINCE REMARRIED
, a Notary Public in and for said county and state,

I, the undersigned County Seal
State of Illinois, Cook County Seal
Notary Public Seal

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

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 collect the amounts secured by this Security
Instrument without charge to Borrower. Lender shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument unless and if applicable to the extent provided in the note or agreement, Lender shall record
receipts bonds and reasonable attorney's fees, and then to the sums secured by this Security
Instrument. Costs of management of the Property and collection of rents, including, but not limited to, receiver's fees,
costs of managing the past due. Any rents collected by Lender for the receipt of first to payment of the
Property included in the note or agreement shall be applied first to collect the amounts of
the Property included in the note or agreement, Lender shall be entitled to collect the amounts of
the Property included in the note or agreement, Lender shall be entitled to pursue the remedies provided in
this Security Instrument, notwithstanding the date specified in the note or agreement, Lender shall be
entitled to collect all expenses incurred in pursuing the remedies provided in 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 the note or agreement, Lender shall be entitled to proceed by this Security
Instrument or any other default to accelerate the note or agreement, Lender shall be entitled to
borrower of the note or agreement to collect the amounts secured by this Security
Instrument without charge to Borrower. Lender shall be entitled to collect the amounts secured by this
Security Instrument, foreclose by judicial proceeding. The notice shall further inform
Borrower to cure the default or before 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 the notice is given to Borrower, by which the default must be cured; and (e)
any less than 30 days from the notice shall specify: (a) the default; (b) the action required to cure the default; (c) a
publicable law provides
of any covenant or agreement in this Security Instrument (but prior to acceleration under paragraph 13 and 17 unless
19. Acceleration. Remedies. Lender shall give notice to Borrower's breach
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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 amounts payable under paragraph 2; second, 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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.

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had occurred. However, this rigidity creates a conflict of interest under paragraphs 13 or 17. Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration of payment were to pay the fee of this Security instrument. Lender's rights in the case of acceleration by reassignment, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may deem necessary to assure that the fee of this Security instrument is enforced. Upon reacceleration by reassignment, (b) occurs 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 fees, and (d) takes such action as Lender may deem necessary, but not to exceed the amount of the fee of this Security instrument.

18. **Borrower's Right to Remitiate.** If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security instrument without further notice or demand on Borrower.

If Lender exercises this option, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of note 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 earlier of: (a) 5 days (or such other period as applicable law may specify) for resumption before sale of the property or sale of the property for which Borrower has endeavored to reschedule this instrument; or (b) entry of a judgment in this Security instrument. Those conditions must be that Borrower:

has not less than 30 days to pay the fee of this Security instrument to any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for resumption before sale of the property or sale of the property for which Borrower has endeavored to reschedule this instrument; or (b) entry of a judgment in this Security instrument.

If Lender exercises this option, the notice shall give Borrower notice of acceleration. The notice shall provide a period as of the date of this Security instrument.

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

20. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security instrument.

21. **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 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 or the Note provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

22. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given to Lender's address specified in the Note or by first class mail unless otherwise specified in the Note. Lender's address 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.

23. **Liquidation Affection Lender's Rights.** If enforcement or expiration of applicable laws has the effect of rendering

24. **Notice.** Any notice to Borrower provided for in this Security instrument shall be given by delivering it to by mailing it to Lender's address or any other address Borrower designates by notice to Lender. An notice to Lender shall be directed to the first class mail unless applicable law requires use of another method. The notice shall be reduced to the property address or by first class mail unless otherwise specified in the Note. Lender, at its option, may provide notice to Lender by mailing a direct payment to Borrower. Lender may choose to make this reduced by reducing the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this reduced by reducing the principal owed under the Note or by reducing the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded necessary to reduce the loan to the permitted limits; and (c) any sums which exceed the amount in connection with the loan is finally interpreted so that it is necessary to other loan charges shall be reduced by the collection in charges, and that law is finally interpreted so that it is necessary to other loan charges shall be collected or to be collected in that Borrower's consent.

25. **Loan Charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, or by making a direct payment to Borrower. Lender shall take the steps specified in the second paragraph of this paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of this paragraph 17.

26. **Successors and Assigns; Joint and Several Liability; C-O-Signers.** The co-signers and assignments of this Security instrument shall not be a waiver of any right or remedy.

27. **Borrower's Duties; Joint and Several Liability; C-O-Signers.** The co-signers and assignments of this Security instrument shall not be a waiver of any right or remedy.

28. **Successors and Assigns; Joint and Several Liability; C-O-Signers.** The co-signers and assignments of this Security instrument shall not be a waiver of any right or remedy.

29. **Successors and Assigns; Joint and Several Liability; C-O-Signers.** The co-signers and assignments of this Security instrument shall not be a waiver of any right or remedy.

30. **Borrower's Duties; Joint and Several Liability; C-O-Signers.** The co-signers and assignments of this Security instrument shall not be a waiver of any right or remedy.

31. **Borrower's Duties; Joint and Several Liability; C-O-Signers.** The co-signers and assignments of this Security instrument shall not be a waiver of any right or remedy.

32. **Borrower's Duties; Joint and Several Liability; C-O-Signers.** The co-signers and assignments of this Security instrument shall not be a waiver of any right or remedy.

33. **Borrower's Duties; Joint and Several Liability; C-O-Signers.** The co-signers and assignments of this Security instrument shall not be a waiver of any right or remedy.

34. **Borrower's Duties; Joint and Several Liability; C-O-Signers.** The co-signers and assignments of this Security instrument shall not be a waiver of any right or remedy.

35. **Borrower's Duties; Joint and Several Liability; C-O-Signers.** The co-signers and assignments of this Security instrument shall not be a waiver of any right or remedy.

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Property of Cook County
Assessor's Office

Legal Description:

Unit 2-"N", in 5453-55 North Kenmore Condominium Association, as delineated on survey of the following described parcel of real estate (hereinafter referred to as Parcel):

Lot 23 (except the South 40 Feet) and Lot 24 in Block 6 in John Lewis Cochran's Subdivision of the West 1/2 of the North East 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to declaration made by the Bank of Ravenswood, a national banking association, as Trustee under Trust Agreement dated June 28, 1978 and known as Trust Number 25-3415 recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 7, 1979 as Document Number 24872205 together with its 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.

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2425 MAR 88 (ARM 2N MRI) (BUYDOWN)

Borrower
(Seal)

JANICE E MAGY
Borrower
(Seal)

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By signing this, Borrower agrees to all of the above.

The first 12 monthly payments due under the Note will bear the in the amount of \$378.43. Beginning with the 13th payment, the amount of the monthly payments will be determined in accordance with the terms of the Note and will always be sufficient to repay the unpaid principal balance in full, in substantially equal payments by the final payment date.

At no time during the term of the Note shall the interest rate be less than 2.50% per annum nor more than 12.900% per annum. At no time during the term of the Note shall the interest rate be less than 2.50% per annum or increased by more than 1.00% percentage points (0.000%) from the initial interest rate set forth above (as distinguished from the Buydown interest Rate) and provided further that on any subsequent Change Date the new interest rate will not be increased by more than 1.25% percentage points (0.000%) or decreased by more than 1.00% percentage points (0.000%) from the initial interest rate set forth above (as distinguished from the Buydown interest Rate) and provided that on the first Change Date the new interest rate will be the new interest rate until the next Change Date provided that on the first Change Date rounded amount will be the result of this addition to the nearest one-eighth of one percentage point (0.125%). Holder will then round the most recent index figure available 45 days prior to each Change Date. The Note Current Index is the most recent index figure available 45 days prior to each Change Date. The Current Index To set the new interest rate before each interest charge Date the Note Holder will first add 1.00 AND ONE HALF PERCENTAGE POINTS to the Current Index to set the new interest rate before each interest charge Date the Note Holder will first add 1.00 AND ONE HALF PERCENTAGE POINTS to the Current Index to insured savings and loan associations.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the Federal Home Loan Bank Board's National Monthly Median Annualized Cost of Funds for FSLIC.

Borrower to the Lender in an amount equal to ZERO percent (0.00%) of the principal amount of the Note, 1.00% interest rate may be changed on the first day of the month beginning on DECEMBER 1, 1989 and on that day of the month every 12 months thereafter. Each date on which the rate of interest may change is called a Change Date. The initial interest rate is called the Buydown interest Rate. The Buydown interest rate is a reduction of the interest rate of 9.250% until the first Change Date. This Borrower will pay interest at a yearly rate of 9.250% until the first Change Date. This Borrower will pay interest at a yearly rate of 9.250% beginning on the date of the Note.

INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

BORROWER'S MONTHLY PAYMENTS ARE IN FIXED AMOUNTS DURING THE VISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENTS. THE NOTICE TO BORROWER: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS PRO- DEPENDING ON CHANGES IN THE INTEREST RATE.

(Property Address)

5455 N KENMORE 2-N, CHICAGO IL 60640

This Rider is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender" or "Note Holder") of the same date herewith (the "Note") and covering the Property described in the Security instrument and located at:

LOAN NO. 011824034 DATE NOVEMBER 10, 1988

ADJUSTABLE RATE LOAN RIDER

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4. Determination of New Payment Amount
If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full by the final payment date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment beginning with my first monthly payment after the Conversion Date. I will pay the new amount as my monthly payment until the final payment date.

The unpaid principal to an amount equal to 95% of the stated value of the property to reduce exercise the Conversion Option unless I pay the Note Holder an amount sufficient to greater than 95% of the appraisal's stated value of the property securing my loan. If so, I cannot my unpaid principal to an amount equal to 95% of the stated value of the property.

3. Reduction of Principal Balance Before Conversion; Appraisal
If the unpaid principal I am expected to owe on the Conversion Date could be an amount greater than the unpaid principal chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal if the Note Holder may require an appraisal report by a qualified appraiser described in the Security instrument. The Note Holder must be provided by a qualified property appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal if the unpaid principal amount of my loan, the Note Holder may require an appraisal report to an amount greater than the original principal I am expected to owe on the Conversion Date will be greater than the original report.

2. Calculation of Fixed Rate
My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year, fixed rate mortgages covered by a day mandatory delivery commitments in effect as of the date 15 days before the Conversion Date. This rate will be determined by using a comparable figure.
OF ONE PERCENT (0.375%) . At no time shall the interest rate at conversion be above 1.35% per annum. If this required net yield is not available, the Note Holder will determine my interest rate by using a comparable figure.

Conversion Date plus U.S. \$250.00—
TWO PERCENT (2.0%) —at the unpaid principal I am expected to owe on that conversion date, if an appraisal report is required by Section A3 below, the Note Holder has received a report and I have paid the appraisal fee, and any amount necessary to reduce unpaid principal; the report and I have paid the appraisal fee, and any amount necessary to reduce unpaid principal; and (a) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion, (b) on the conversion date, I must pay the Note Holder a conversion fee equal to the unpaid principal plus U.S. \$250.00—
TWO PERCENT (2.0%) —at the unpaid principal I am expected to owe on that conversion date, (c) by the conversion date, I am not in default under the Note or the Security instrument; (d) on the conversion date, I am doing so at least 15 days before the next conversion date; (e) I must give the Note Holder notice that I am doing so at any month when a payment is due provided I have given the notice set forth below. The date on which the conversion will be effective is called the "Conversion Date".

The conversion will be effective on the first day of any month when a payment is due provided I have given the notice set forth below. The date on which the conversion will be effective is called the "Conversion Date".
1. Option to Convert to Fixed Rate
I have a conversion option which I can exercise at any time unless I am in default or this Section A1 or Section A3 below will not permit me to do so. The "Conversion Option" is my option to convert the interest rate from an adjustable rate to a fixed rate.

A. FIXED INTEREST RATE OPTION
The fixed rate provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:
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:

545 N KENMORE 2-N, CHICAGO IL 60640 (Property Address)

THIS ADDENDUM TO ADJUSTABLE RATE LOAN RIDER is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Loan Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note with Addendum To Adjustable Rate Note to ST. PAUL FEDERAL BANK FOR SAVINGS (the "Lender") and dated the same date as this Addendum (the "Note").
COVERING the property described in the Security instrument and located at:

DATE NOVEMBER 10, 1988
LOAN NO. 011824034

ADDITION TO ADJUSTABLE RATE LOAN RIDER
(Fixed Rate Conversion and Assumption Options)

UNOFFICIAL COPY

885-4158

Borrower
(Seal)

JUDGE E MAGY-Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum To Adjustable Rate Loan Rider.

Notwithstanding the provisions of Uniform Covenant 17 of the Security Instrument, Lender shall waive such option to accelerate and shall release Borrower from all obligations under the Security Instrument and the Note.

By signing below, Borrower agrees to assume all of the Borrower's obligations under the Security Instrument to whom the property is to be sold or transferred except as assumed under the Security Instrument or Note, (a) the credit of the person to whom the property falls to be sold or transferred is satisfied prior to transfer, (b) the credit of the person to whom the property falls to be sold or transferred is paid Lender's then applicable assumption fee, (c) the transfer is to Lender who has agreed to pay all sums secured by this Security Instrument, or (d) the transfer is to Lender who has agreed to pay all sums secured by 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.

The provisions of Uniform Covenant 17 of the Security Instrument provides 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 his 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.

B. ASSUMPTION OPTION

UNOFFICIAL COPY

297 MAR 84 CONDOMINIUM RIDER 100-4 Form 6-75 FEDERAL BANK SECURITY INSTRUMENT

Borrower

JAMES E MCG

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

IN THE CASE OF SUBSTANTIAL DESTRUCTIO BY FIRE OR OTHER CASUALTY OR IN THE CASE OF A LOSS BY CONDOMINIUM OWNERSHIP, BUT NOT LIMITED TO, THOSE PROVIDED UNDER THIS FORM COVENANT 7.

D. Remedies. If Borrower breaches Borrower's covenants and agreements heretofore, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument.

(i) The cancellation of any easement by Owners Association of the unit owners in the Condominium Project or would charge the cancellation of the Condominium Project, including, but not limited to, any amendment which equates an amendment document to the declaration by-laws or code of regulations of the Owners Association, or the amendment of the Condominium Project.

(ii) Any material amendment to the declaration by-laws or code of regulations of the Owners Association, or by law in the case of substantial destruction by fire or other casualty or in the case of a loss by condominium ownership by abandonment or termination of the Condominium Project, except for bona fide amendment of termination provision provided by law in such hazard insurance coverage.

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, in the event of a distribution of hazard insurance proceeds in the event of reparation 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 Lender.

In the event of a distribution of hazard insurance proceeds in the event of reparation following a loss to the property, whether to the unit or to common elements, any such proceeds payable to Borrower shall give Lender prompt notice of any loss in such hazard insurance coverage.

(iii) Any proceedings concerning shall be deemed to have no force or effect, Borrower shall give Lender prompt notice of any proceeding concerning § 5 for any period of time during which such hazard insurance coverage is not maintained, the project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of any provisions of the declaration by-laws, void of tear downs of older construction documents of the Condominium and the provisions in form Covenant 5 to maintain hazard insurance proceeds shall be superseded by deeded situated, and

(iv) Borrower's obligation under this form covenant 5 to maintain hazard insurance coverage on the property is premised on the provision in form covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the property.

(v) Lender waives the provision in form covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance coverage on the property.

G. condominium Project which provides insurance coverage against fire, hazards included within the term "extinguished" and such other hazards as Lender may designate, and in such amounts and for such periods as Lender may require, and such other hazards as Lender may designate, so long as the Owners Association maintains a "master" or "blanket" policy on the 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 "extinguished" and such other hazards as Lender may designate, and in such amounts and for such periods as Lender may require, the condominium Project which provides insurance coverage against fire, hazards included within the term "extinguished" and such other hazards as Lender may designate, and in such amounts and for such periods as Lender may require, the condominium Project which provides insurance coverage against fire, hazards included within the term "extinguished" and such other hazards as Lender may designate, so long as the Owners Association maintains a "master" or "blanket" policy on the hazard insurance.

H. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the condominium Project, so long as the condominium Project which provides insurance coverage against fire, hazards included within the term "extinguished" and such other hazards as Lender may designate, and in such amounts and for such periods as Lender may require, the condominium Project which provides insurance coverage against fire, hazards included within the term "extinguished" and such other hazards as Lender may designate, so long as the Owners Association maintains a "master" or "blanket" policy on the hazard insurance.

A. Assessments. Borrower shall promptly pay when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project herein, pursuant to the Condominium Project.

B. Assessments. Borrower shall pay when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project herein, pursuant to the Condominium Project.

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

(Name of condominium project). NORTH KENNEDY

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as

5455 N KENNEDY 2-N, CHICAGO IL 60640
(Project Address)

THIS CONDOMINIUM RIDER 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 ST. PATRICK FEDERAL BANK FOR SAVINGS (herein "Lender") and covering the Property described in the security instrument and located at

NOVEMBER 10, 1988

Date 011824034
Loan No.

CONDOMINIUM RIDER

UNOFFICIAL COPY

2384 NOV 84

88522132

88544578

Borrower

JANICE E MAGE Borrower

Janice E. Magee

IN WITNESS WHEREOF, BORROWER has executed this RIDER

- 1.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.
2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.
- Securitry Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

(PROPERTY ADDRESS)

5455 N KENMORE 2-N, CHICAGO IL 60640

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undesignated (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

LOAN NO. 011824034 DATE NOVEMBER 10, 1988

LOAN RIDER 5 2 2 1 3 2