88015789

THIS INSTRUMENT WAS PREPARED BY: TABBLE DOCMAN

One North Dearborn Street

Chicago, Illinois 60602

CITICORP SAVINGS*

ADJÚSTÁBLE RATE MORTGAGE

Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

LOAN NUMBER: 000977660

THIS MORTGAGE ("Security Instrument") is given on 1988 . The mortgagor is (GREGORY P CRECOS, A BACHELOR

January 11

("Borrower"). This Statement is given to Citicorp Savings of Minois, A Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrowcz of les Lender the principal sum ctONE HENDRED FIFTY THOUSAND AND 00/100-Dollars(U.S.\$150,000.00). This debt is endenced

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 par able on February 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 Porrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby musifying, grant and convey to Lender the following described property located County Illinois:

> B. IN 1846 NORTH SEDGWICK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LUTS 5, 6, AND THE NORTH 1/2 OF LOT 7 IN HAMSLETON'S SUBDIVISION OF BLOCK 43 La TRUSTEES' SUBDIVISION OF SECTION 33. TOWNSHIP 40 NURTH. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. RANGE 14, SURVEY IS ATTACHED AS EXHIBIT "A" TO THE ILLINGIS. WHICH DECLARATION OF CONDOMINIUM RECORDED 111 COOK COUNTY. ELONDIS 20015064 TOGETHER WITH LTS UNDIVIDED PERCENTAGE DOCUMBERT NO INTEREST IN THE COMMON ELEMENTS

14-33-311-051-1009.71 PERMANENT TAX NUMBER:

MORTGAGOR ALSO HEREBY GRANTS TO 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 SFT FORTH IN THE AFOREMENTIONED DECLARATION.

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

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 11TH DAY OF JANUARY, 1988 A.D..

which has the address of

1846 NORTH SEDGWICK UNIT #8 [Streen]

CHICAGO

liknois

60614

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all futures 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 moragage, 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 used and non-uniform covenants with tenned variations by jurisdiction to constitute a uniform security instrument covering real property.

Property of Cook County Clerk's Office

88015789

distunction at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment. herrament. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of ginness sitt og benness romaret til skell formendlike smoone til de Service skelle of Benness service og by til formen skelle Service skelle

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rebend 7. Aquique on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender addate to just sure sure secured by a few which has privity over this Security Insurance and spring in cours privity in some privity in the privity in the privity is a privity in the privity in the privity in the privity in the privity is a privity in the privity in the privity in the privity is a privity in the privity in the privity in the privity in the privity is a privity in the privity i do and pay for whatever is necessary to protect the value of the Projectly and Lender's rights in the Projectly. Lender's actions yem tond, (anduduga to said condito to to the material of the Property (and the property test force) that the desired of the property test force and the property test force and the property of the property agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in

And Protection of Lender's Rights in the Property, Mortgage Insurance. If Borrower fluid wipering the consumer and gaining ai regreen oft or ceerge rebasal scolau

ply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge the Property, allow the Property to deteriorate or commit waste, If this Security Instrument is on a least-lead. However shall com-

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

yeary prior to the noquisition shall pass to bender to the eatent of the sums secured by this Security Instrument immediately prior and onto sparm whom publicen decoving time existed communications at this is removed, where of brimpes of ground out the dependency robin D. Chourga, off to smoom off central to Shim Ledgespaniaj ni of bereder sinometry (dilmen off to otal-school

Unless Lember and Borrower otherwise agree in writing, any application of proceeds to principal shall have extend or positione Security Instrument, whether or not then due. The 30-day period will begin when the notice (s) iven. may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property of to pay sums secured by

ently, or does not answer within 30 days a notice from bender that the insurance carrier has offer to their their Lender secured by this Security Instrument, whether or not then due, with any excess paid to Dornowy. My torrower abundons the Prosatisfies and commissibly feasible or lander's security would be besented, the insurance pay social be applied to the sums Property demogral, if the resumnion or repair is comomically feasible and Lender's second of the resumed. If the meaning all le ringer to neitmuten at feiliggs a l'il als cheman communit, gainn a canga séarsalte remand bus rabas l'embli

new make proof of less if not made promptly by Borrower.

permitting and renewal motives. In the event of lass, Borrower shall give prompt while insurance carrier and bender. Lender increthe right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

Units released to search operation to character, and the form that a state of the search of the search of the contraction of the search of the bleddriw yldnnosnermu od ron llinds deid mitover, we behand et roejdus rewerrold yd nesodoed llade concausai edi gailde. with this insurance shall be incinicative to the innounce and for the policy that Lender requires this insurance carrier proepinted less by fire, bazards included within the term "extended over are" and any other hazards for which Lender requires in-

Editional lucinoses shall keep the improvement shall be perfectly in the language of the reserved on the language of the langu conser shall satisfy the lien or take one or more of the actuals set forth above within 10 days of the giving of notice. to a ben which may attain priority over this Security Insertan at, tender may give Borrower a notice identifying the lien. Borresidus si graegord och to mag gan matt somirmeneb robned til mern ment grinned sich at ned och grinnstinelus reberet av Gor entherrement of the tien or tockiture of any part of the Powerty or (2) secures from the holder of the lien an agreement suitsineher by, or defends against enforcement of the fig. 17, legal properties which in the Lenders supring a grave or the off third book ni elemno (d) robned or olderquose ronnem e ni noil off (d) were notregido off io moment of oth or guides in

Borrower shall promptly discharge any den which has private over this Security instrument unless Borrowen (a) agrees etnomeral offiguinobies statissed contact altability integrally finite to a second of the contact of the contac the person ourd payment Borrower 1 th groupply furnish to bender all notices of amounts to be paid under this paragraph. or Chrosificants no mostroped trads rewersed goment tarts in birg ton his quention of inclosiveng remain off in crosholic debits for went and individually over the Service Instrument, and least-old payments or ground near, it may. Borrower shall pay these

4. Chappes Liene. Borowe, shall pay all taxes, assessments, chappes, fines and impositions attributable to the Property amounts payable under (12.1graph 2; fourth, to interest due; and i.ist, to principal due.

and 2 shall be applied inst. what what charges due under the Now; second, w propayment charges due under the Now; third, w A Application of Paramer. Unless applicable has provides otherwise, all payments received by Lender under paragraphs

application as a cradit against the sums secured by this Security Instrument. point to the sale of the Property or its acquisition by Lander, any Funds held by Lender at the time of application as a credit against bust by tender, If under paragraph 19 the Property is sold or acquired by Lender, tender shall apply, no later than immediately

Upor paj ment in full of all sums secured by this Security Instrument, Lender shall prangdy refund to Barrower any Funds up the deficiency in one or more payments as required by Lender.

delt in de grassion innounc (nu retarel ar geg linde reword, lead and weren in the and the part of independent option, either promptly repoid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds distinct of the extrem sterile curred the imment required to pay the extrust them then the excess shall be, at Boronesis's

outs of the bear defined and the formation of the property of the state of the property of the property of the state of th Insumits all grimped sidt od bemose emus set tot the three secured by tidt Security languages.

comming of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. obam saw zhuni odi od jidob dano doidwad oswjing odi bini zbini soft no zgnimao 10 metani gua 1000 metali gast od ledniger of increast shall be paid on the Funds. Unless im agreement is made or applicable law requires interest to be paid, Lender shall not interest on the Funds and applicable for permits leader to make such a charge. Borrower and leader may agree in writing that ter charge for habiling and applying the Fund, analyzing the acrount or verifying the extra many, unless leader pays former agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may aunts no harsbell is gd beatmanny no benneni ens deirhw lo sannocas no saisceach edt nodmiteni aus ai labd ed llisats efant't ed l'

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estermines of discount function the theory size of the state of the basis of current date and "sense and sense seems and sense of the sense seems of the sense of ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any; to strengthy blodescal (trasp (d) transmining through with two proving minus your disher strenges ben easter through the Ro leader on the day manthy payments are due under the Note, until the Note is paid in full, a sum ("Fund") equal to one-twellth or end that sawarand, related by the same of the same of the with the same of the same of

cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Expreent of Principal and interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin-

UNIFORM COVENANTS. Borrower and Lender covernant and agree as follows:

If Lender requires more actions a second of the last 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 entires 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. Condennation. 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 duradate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Bor over Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of a particulation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's all not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be a quired to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise and Ly amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Dorrower's successors in interest. Any forebearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.

11. Successors and Assig is Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower, covenants are 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 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 S curity Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that the interst 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. It 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 of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforcable according to its terms, Lender, at is option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted 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 call 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 4000 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 the 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 Borower. 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, required 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 condition, 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 judgement 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 not 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 the paragraphs 13 or 17.

UNOFFICIAL COPY, , ,

CONDOMINIUM RIDER

CITICORP SAVINGS'

Lcan Number: 000977660

Cat

Corporate Office One South Dearborn Street Chicago, Minois 60603 Telephone (1 312) 977-5000

THIS CONDOMINIUM RIDER is made this 11th day of January .19.88 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 Citicorp Savings of Minois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1846 NORTH SEDGWICK UNIT #B, CHICAGO, ILLINOIS 60614

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

1846 NORTH SEDGWICK CONDOMINIUM

(Name of Condominum Project)

(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.

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

- A. Condominium Chligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Bocuments" 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 conditional 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 insuringle on the Property, and
- (ii) Borrower's obligation under Unitorn sovenant 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 lar se 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 in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds in lieu of restoration or repair following a loss to the Property.
- C. Public Liability Insurance. Borrower shall take such justime 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 Promerty, 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 Unider 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, excent 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;

(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.

		Recor	(11 vegen)	J.
Scrooms		-Вотомия	RECORY /P CRESCOS	GREGOR'
-Bornseit		-Вопожи		

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ADJUSTABLE RATE NOFFICIAL COPYCORP SAVINGS.

Criticip Savings of thros A Federal Savings and Loan Association Loan Number 000977660

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 11th day of Jamary , 19-88 , and 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 Citicorp Savings of Illinois, A Federal Savings and Loan Association.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

1846 NORTH SEDGWICK UNIT #B,CHICAGO, ILLINOIS 60614

Property Address

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

A. Interest Rate and Mor hay Payment Changes

The Note has an "Initial Interest Rate" of 7.750 %. The Note interest rate may be increased or decreased on the day of the month beginning on February 1 .19 89 and on that day of the month every 12 month(s) thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1)

The weekly average yield on Urized States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve Found.

In no event over the full term of the Note will the interest rate be increased more than Six and 1/4percentage points (6.25 %) from the Initial Rate of Interest.

Before each Change Date the Note hold a will calculate the new interest rate by adding Two and 3/4 percentage points (2.75 %) to be Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than Two percentage points

(2 %) from the rate of interest currently being paid.

(2) [] * Other:

If the Interest rate changes, the amount of Borrower's monthly payments will clange as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by naking a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to Kon which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in form satisfactory to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

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

*If more than one how is checked or if no how is checked, und Lender and Borrower do not otherwise agree in writing, the first Index named will apply. (SEAL)

-Borrower

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 nobce 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 nonexistence of a default or any other decense 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 altiemeys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time price to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receivers 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 attorneys' tees, 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. Warver of Homestead. Borrower warves all right of fromestead 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 coverants and agreements of each such rider shall be incorporated into and shall arrient and suppliement the covenant, and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boutes)]

CVA.			
Adjustable Rate Flor.	Condominium Rider	24 Family Rider	
Graduated Payment Floer	Planned Unit Development Rider		
Other(s) [specify]			
SEE RIDERS A'TA	HED HERETO AND MADE A PA	RT HEREOF	
BY SIGNING BELOW, Borrower accepts and a	inces to the terms and covenants cont	lained in this Security Instrument and is	n any
rider(s) executed by Borrower and recorded with it.			
Grenne P. Preco	4		
GREEGERY & CRECOS	-Borro /cr	-Born	mres
	-Borrower	-8010	—— me≥f
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STATE OF HUMOIS	.0		~:
STATE OF ILUNOIS.	County st	<u>"</u> /-/	, the
I. THE UNDERSIGN	ED . a Notar	y Putilia in and for said county and state	Le, ούο
nureby centrly that GREGORY P CRECOS, A	BACHELOR	Ox	
•	ly known to me to be the same Pers		
subscribed to the foregoing instrument, appears signed and delivered the said instrument as			 torth
	•		
Given under my hand and official seal, the	us day of	<u> </u>	
My Commission expires:			
		<u> </u>	
		lotary Public	
	know This Line Reserved For Lundor and Placendor).	Denr.As	_
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		CON COUNTY RECORDER	02

BOX #165

\$16.00

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\$16.00