

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 MAR 18 PM 1:17

88113641

88113641

[Space Above This Line For Recording Data]

MORTGAGE

514965-3

19.00

THIS MORTGAGE ("Security Instrument") is given on MARCH 16
1988 The mortgagor is JILL E. MAC FADYEN, DIVORCED NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to HORIZON FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is
1210 CENTRAL AVENUE
WILMETTE, ILLINOIS 60091 ("Lender").
Borrower owes Lender the principal sum of
SIXTY THOUSAND AND NO/100

Dollars (U.S. \$ 60,000.00). 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 APRIL 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 RIDER

MORTGAGOR FURTHERMORE EXPRESSLY 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 AND ALL OTHER RIGHTS AND
EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. 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 AT LENGTH
HEREIN.

05-20-218-021-1005

which has the address of 473 LINDEN

[Street]

WINNETKA

[City]

Illinois

60093
(Zip Code)

("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 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.

17-00-166

CITY SUBURBAN TITLE COMPANY

88113641

UNOFFICIAL COPY

OFFICIAL SEAL
MARILYN H. KAMM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/22/91

1131 CHICAGO AVENUE
EVANSTON, ILLINOIS 60202
HORIZON FEDERAL SAVINGS BANK
RECORD AND RETURN TO: Box 241
EVANSTON, IL 60202
HORIZON FEDERAL SAVINGS BANK
PREPARED BY:

My Commission expires: March 22, 1991
Given under my hand and official seal, this 16th day of March, 1988
Marilyn H. Kamm
Notary Public

set forth.
signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / SHE
do hereby certify that JILL E. MAC FADYEN, DIVORCED NOT SINCE REMARRIED
I, MARILYN H. KAMM
STATE OF ILLINOIS, COOK County ss: a Notary Public in and for said county and state.

[Space Below This Line For Acknowledgment]
Jill E. MacFadyen
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]
☒ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Planned Unit Development Rider
☐ 2-4 Family Rider
☒ Condominium Rider
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
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.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 attorneys' fees and costs of title evidence.
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

89113641

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) in co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

9913641

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 attach prior to 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 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the payment of 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 attach prior to the payment of 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 amount 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. 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.

09113641

09113641

UNOFFICIAL COPY

LEGAL DESCRIPTION RIDER

UNIT 473 IN LINDEN PATIO HOMES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
THE SOUTH 38 1/2 FEET OF LOT 10, THE NORTH 20 FEET OF LOT 9, LOT 9 (EXCEPT THE NORTH 20 FEET AND EXCEPT THE EAST 60 FEET THEREOF) AND THE NORTH 21.18 FEET OF LOT 8 (EXCEPT THE EAST 60 FEET THEREOF) IN SUBDIVISION OF BLOCK 36 IN WINNETKA, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1893 IN BOOK 60 OF PLATS, PAGE 20, AS DOCUMENT 1842994 IN COOK COUNTY, ILLINOIS BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 20 AND THE NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 22, 1985 AS DOCUMENT 85-157875 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property of Cook County Clerk's Office

89113641

UNOFFICIAL COPY

3 0 1 1 3 DATE: MARCH 16, 1988
LOAN NO.: 514965-3

RELEASE FEE RIDER

THIS RIDER is incorporated into a certain Mortgage dated of even date herewith given by the undersigned to secure loan indebtedness; said Mortgage encumbers real property commonly described as:

473 LINDEN, WINNETKA, ILLINOIS 60093

Borrower and Lender agree that covenant 21 of the Mortgage shall only be given effect if the Note secured by this Mortgage is sold or assigned, either in whole or in part, to either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and that otherwise the following provisions shall apply to a release of Mortgage.

If the Federal Home Loan Mortgage Corporation buys all or some of the lender's rights under the Mortgage (or Trust Deed) and Note, the promises and agreements in this rider will no longer have any force of effect.

Upon payment of all sums secured by this Mortgage and payment of a reasonable fee for preparation of the release deed, Lender shall release this Mortgage. Borrower shall pay all costs of recordation.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Jill E. MacFadyen
Borrower JILL E. MAC FADYEN

Borrower

99113641

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS CONDOMINIUM RIDER is made this **16TH** day of **MARCH**, 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 **HORIZON FEDERAL SAVINGS BANK**

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

473 LINDEN, WINNETKA, ILLINOIS 60093
(Property Address)

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

LINDEN PATIO HOMES CONDOMINIUM
(Name of Condominium 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.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all fees and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

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

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

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

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

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

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

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

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

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

05-20-218-021-1005

Jill E. MacFadyen (Seal)
JILL E. MAC FADYEN -Borrower

_____(Seal)
_____-Borrower

_____(Seal)
_____-Borrower

_____(Seal)
_____-Borrower

(Sign Original Only)

88113641

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS ADJUSTABLE RATE RIDER is made this 16TH... day of MARCH....., 1988..... and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to HORIZON FEDERAL SAVINGS BANK, A FEDERAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

473 LINDEN, WINNETKA, ILLINOIS 60093

[Property Address]

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

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.000...%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of APRIL....., 19...93... and on that day every 60 month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 years as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.500.... percentage points (2.500...%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.000...% or less than 7.000...%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 14.000...%. The interest rate limits of this Section 4 (D) will not apply if I exercise my Conversion Option under Section 5 of this Note.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Notice provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5 (A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5 (B) below.

The conversion can only take place as of the last day of any calendar month. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder thirty (30) days prior written notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee equal to one percent (1.0%) of the outstanding principal of this Note as of the Conversion Date; (iv) I must sign and give to the Note Holder any documents the Note Holder requires to effect the conversion; (v) I have made no more than one monthly payment late in the preceding 12 months, and (vi)

Borrower
(Seal)Borrower
(Seal)JILL E. MAC FADYEN
Jill E. MacFadyen

Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

on Borrower.

period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand

period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a

case is prohibited by federal law as of the date of this Security Instrument.

full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exer-

natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any in-

stead be in effect, as follows:

shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall in-

Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C (1) above

2. If Borrower exercises the Conversion Option under the conditions stated in Section 2 of this Adjustable

instrument without further notice or demand on Borrower.

these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security In-

mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay

acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of

ment unless Lender releases Borrower in writing.

and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instru-

acceptable to Lender and that obligates the transferee to keep all the provisions and agreements made in the Note

consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's

in this Security Instrument is acceptable to Lender.

security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement

transferee as if a new loan were being made to the transferee, and (b) Lender reasonably determines that Lender's

if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended

case prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option

full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exer-

natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any in-

justable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Ad-

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

ing of a home loan.

New Mortgage and such other costs as may be customarily charged by a lender in connection with the refinanc-

recording the New Mortgage, the cost of issuing a title insurance policy in favor of Lender with respect to the

ding of a release of the Security Instrument, the cost of preparing a New Note and a New Mortgage, the cost of

by the Note Holder in connection therewith including, without limitation, the cost of the preparation and recor-

Mortgage, I acknowledge and agree that I shall be responsible for the payment of all costs and expenses incurred

Federal Home Loan Mortgage Corporation. If the Note Holder requires that I execute a New Note and New

qualify the New Note and New Mortgage for sale to the Federal National Mortgage Association and/or the

(i) reflect the rate that the interest rate shall be fixed for the balance of the term of the New Note and/or (ii) to

Security Instrument with such changes or modifications as the Note Holder deems necessary or appropriate to

under Paragraph (C) above and shall contain other terms which are substantially similar to those in the Note and

fixed interest rate equal to the rate determined under Paragraph (B) above with monthly payments determined

mortgage ("New Mortgage") which shall replace the Note and Security Instrument and which shall provide for a

I acknowledge and agree that at the Note Holder's option, I will execute a new note ("New Note") and a new

(D) New Note and Mortgage

version Date, I will pay the new amount as my monthly payment until the maturity date.

tion will be the new amount of my monthly payment. Beginning with my first monthly payment after the Con-

full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calcula-

payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly

(C) New Payment Amount and Effective Date

information.

commitments are not available, the Note Holder will determine my interest rate by using comparable

eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable

(ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day

than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus

yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net

(B) Calculation of Fixed Rate

house.

the Note Holder obtains a property inspection (at my cost) which reveals no signs of depreciating value of my

89113641