88160139

DEPT-01 RECORDING COOK COUNTY RECORDER

[Space Above This Line For Recording Data] -

MORTGAGE

Borrower owes Lender the principal sum of Sixty One Thousand Two Hundred and No/100---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 May 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

Unit No. 5-10-125-R-D-2 together with a perpetual and exclusive easement in and to Garage Unit No. G5-10-125-8-7-2 as delineated on a plat of survey of a parcal of land being a part of the Southwest 1/4 of the Southwest 1/4 (Except the South 1/2) of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian, (Hereiratter referred to as "Development Parcal") which survey is attached as Exhibit A to Declaration of Condominium made by Central National Bank in Chicago, of Trustee under Trust Agreement Dated May I, 1976 and known as Trust Number 2'7'1, recorded in the Office of the Recorder of Deads of Cook County, Illinois, March 25, 1977 as Document 23,863,582, as amended from time to time, together with a percentage of common elements appurtenant to said units as set forth in said Declaration as amended from time to time, which percentage shall jutomatically change in accordance with amended declarations as same are riled of record persuant to said Declaration, and together with additional common elements as such amended declaration are filed of record, in the percentages set forth in such amended declaration which percentages shall automatically be deemed to be conveyed affective on the recording of such amended declarations as though conveyed hereby. Box 19

P.I.N.#07-24-302-016-1248

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.

MON-UNIFORM COVENAVITA Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENATT, 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 four not perform the action required to care the sortice applicable law provides otherwise). The notice shall greenly; (a) the default; (b) the action required to cure the default more by ladicial proceeding and ank or fine Property. The notice the default must be cured assert in the foreclosure proceeding the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by Judicial proceeding and ank of the Property. The notice shall further existence of a default or any other defense of Borrower to acceleration and foreclosure. If the detault 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 ladicial proceeding the cantiled to rany other defense of Borrower to acceleration and foreclosure. If the detault is not cured on or this Security Instrument without further demand and may foreclosure. If the detault is not cured by a ladicial proceeding.

20. Lender the payment of the Property and cotts of redemption following judicial asks. Lender in this paragraph 19, including, prior to the expiration of any period of redemption following judicial asks. Lender in the Property and at any time appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to object the foreign of the receiver shall be applied furt to beyone the first foreign of the foreign of the receiver shall be applied furt to the payment of the receiver shall be entitled to enter upon, take possession of and manage the Property and to object the receiver shall be applied further decay including those parallely and collected by Lender decay and to object the receiver shall be are also and to object the receiver shall be applied further decay

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LLLDY NOTARY PUBLISHEN CENTINGER PEDERA This instrument was prepared JAYNE F. MODONOUGH (ZEVI) My Commission Expires: P. . Witness my hand and official seal this... 12 S/ (he, she, they) .. executed said instrument for the purposes and uses therein set forth. (his, her, their) have executed same, and acknowledged said instrument to be ... 17/1 free and voluntary act and deed and that

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 such rized 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

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 or cast 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 amor is ation 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 Bourd; 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) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the series of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (a) rarees 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 Sec trity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interist or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any simple already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to inske this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund radices 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 and the 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 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.

requesting payment.

Instrument, Pender a actions has include paying and externed or and externed on the Property to make repairs. Although Leander many space action under this paragraph? Leander not have to do so.

Any amounts disbursed by Lender under this paragraph? 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

in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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 bankrupicy, 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 ice title ahall 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

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 acquires fee title to the Property, the leasehold and for title challes a succession of the lease, and if Borrower acquires fee title to the Property, the leasehold and for successions of the provisions of the meriting.

Instrument immediately prior to the acquisition.

postpone a 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 1,1,0 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 I am a secured by the secured by I am a secured by the secured by I am a secured by I

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The Security period will begin of the Property damaged, if the restoration or repair is economically fessible and Lende's accurity is not lessened. If the restoration or repair is accurately considered to the property damaged, if the restoration or repair is not economically fessible or Lender accurated to the same secured by this Security Instrument, whether or not then due, with orgeress paid to borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender they the insurance carrier has offered to settle a claim, then I ander may relieve the insurance carrier has

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 Borrover
Unless Lender and Borrower otherwise agree in writing, insurance proceeds hall be applied to restoration or repair Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. 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 of the periods that Lender requires. The insurance shall be chosen by Borrove subject to Lender's approval which shall not be

of the giving of notice.

5. Hazard Incurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

5. Hazard Incurance.

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 save or more of the actions set forth above within 10 days 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 abnording the her, to this Security Instrument. If Lender determines that say part of the Bronert as all and the payment of the lien of the Bronert is any part of the Bronert is a lien and the payment of the lien of the Bronert is a lien and the payment. Lender may give Borrower a

pay them on time directly to the person, weed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender to Lender this paragraph. If Borrower shall promptly furnish to Lender Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Lorri wer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain pricting over this Security Instrument, and lesschold 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 these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall be and the security in the manner of amounts and in the manner.

amount of the runne need by Lender is not sufficient to pay the escrow items when due, borrower shall pay to Lender any to make up the deficiency in one or more payments as required by Lender.

Upon There is all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Linder paragraph 19 the Property is sold or acquired by Lender shall apply, no later than immediately the sale of the Property or its acquirition by Lender, any Funds held by Lender shall apply, no later application as a creating the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs I and 2 shall by applied: first, to late charges due under the Mote; third, to amounts mayable inder paragraph 2: fourth, to interest due; and last, to principal due.

Mote: third, to amounts mayable inder paragraph 2: fourth, to interest due; and last, to principal due.

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 of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

this Security Instrument.

Desis of current data and ressonable estimates of nuture 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, the deposits or accounts of which the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the cectow items, unless Lender may not charge for holding 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 and splicable law statement as the Funds interest to borrower any interest or estimate or applicable law shall give to Borrower any interest or earlings on the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and choice to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and choice to the Funds and the Funds showing credits and choice to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground tents 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.

1. Payment of Principal and Interest: Propayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote.

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 Mote, until the Mote is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

ADJUSTABLE RATE LOAN RIDER

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.

DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.
This Rider is made this .15th day of APX11
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at . 21.3 . Scaradala . Court . #2D,
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
A. INTEREST KATE AND MONTHLY PAYMENT CHANGES
The Note has an 'Initial Interest Rate' of .7.92%. The Note interest rate may be increased or decreased on the lat day of the month beginning on May
Changes in the interest at are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]
(1)
(2) 🖼* .The index is th. 3. Year. U.STreasury Bill adjusted to a constant
(Check one box to indicate whether there is any ma imum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)
(1) There is no maximum limit on c'air ges in the interest rate at any Change Date. (2) The interest rate cannot be changed by more than . 2.0. percentage points at any Change Date. If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher 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 would exceed permitted limits. If this is the case, then: (A' any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such 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. C. PRIOR LIENS
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien 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 a 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 Instrumon, 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.
Jean K. Connell —Borrower
(Seal)
88160139 —Borrower

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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