RETURN TO: POST CLOSING CHASE HOME MORTGAGE CORP. 2 CROSSROADS OF COMMERCE ROLLING MEADOWS, ILLINOIS

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COOK COUNTY, " LING! File of For He Coats

1988 JUN 24 PM 2: 21

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on KEREX JUNE 21st The mort abgor is HANS PROBST AND WILDA J. PROBST, HUSBAND AND WIFE

\$18.00

("Borrower"). This Security Instrument is given to CHASE HOME MORTGAGE CORPORATION. A DELEWARE CORPORATION

which is organized and existing under the laws of THE STATE OF REKENARE DELAWARE 135 Chestnut Ridge Road, Montvale, New Jersey 07645

, and whose address is

("Lender").

Borrower owes Lender the principal sum of Ninety thousand dollars and no/100

Dollars (U.S \$ 90,000.00

). 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 July 1st, 2018. paid earlier, due and payable on July 1st, 2013

This Security Instrument secures to Lender: (a) the repayment of the debt of cenced 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 Borrove'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
UNIT NO. 1-18-100-M-1373 IN THE ARLINGTON CLIB CONDOMINIUM AS DELINEATED ON THE SURVEY located in OF A PORTION OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE PINAL PLATS OF THE ARLINGTON CLUB UNIT 1, SMIT 2, UNIT 3 AND UNIT BUBDIVISIONS OF PART OF THE BAST 1/2 OF THE SOUTHEST 1/4 AND PART OF THE Southeast 1/4 of Section 4, Township 42 North, Ruige 11, Rast of the Third PRINCIPAL MERIDIAN, IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLATS AND CERTIFICATES OF CORRECTIONS THERETO, MAJOR SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FAR BY AMERICAN MATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1985 AND KNOWN AS TRUST NO. 64050 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, ON JUNE 17, 1986 AS DOCUMENT BUNGAR 86-245,994 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTERANT TO BAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM, AS AMENDED FIOM TIME TO time, excepting the units as depined and set porth in the declaration and survey. AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON RELEMENTS AS SUCH AMENDED DECLARATIONS ARE PILED OF RECORD, IN THE PERCENTAGES SET PORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED THEREBY.

which has the address of

M-1373 Glengary Lane

Wheeling

Illinois

60090

("Property Address");

12ip Code1

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.

88277623

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Motary Public									
A General Downship									
, , , , , , , , , , , , , , , , , , , ,	My Commission expires: J. S. 1990								
88 91, sint lo yab 12 sint la	Given under my hand and official ser								
	set forth.								
their free and voluntary act, for the uses and purposes therein	signed and delivered the said instrument a								
ppeared before me this day in person, and acknowledged that - E her	subscribed to the foregoing instrument, a								
, personally known to me to be the same person(s) whose name (s) are									
and Wilda J. Probet, Husband and Wife	do hereby certify that Hans Probst								
ל מושיב חווש ליווחסם חושה אין ליווש און מעומה בל לושומה של ליווח מישיב ליווחסם חוושה אין ליווחסם השובה ליווחסם היווחסם השובה ליווחסם השובה ליווחסם היווחסם היווחסם היווחסם היווחסם היווח	The Under								
COOK County ss:	STATE OF ILLINOIS,								
Or									
[\$pace Below This Line For Acknowled [\$pace Belo									
Borrower									
(Seal)									
(Is52)									
MIEDA J. PROBST V —Borrower									
(Scal)									
(Seal)————————————————————————————————————									
ecepts and agrees to the terms and covenants contained in this Security Borrower and recorded with it.	By Signing Below, Bonover a Instrument and in any rider(s) executed by								
	Other(s) [specify]								
Planned Unit Development Rider	Craduated Faynrant Rider								
	X Adjustable Rate Rider								
	Instrument: [Check applicable box(es)]								
d agreements of each such rider shall be incorporated into and shall amend and is of this Security Instrument as if the rider(s) were a part of this Security	this Security (13) rument, the covenants and								
r waives all right of homestead exemption in the Property. ent. If one or more riders are executed by Borrower and recorded together with	22. Waiver of Homestead, Borrower								
sums secured by this Security Instrument, Lender thall release this Security									
collection of rents, including, but not limited to, receiver's fees, premiums on fees, and then to the sums secured by this Security Instrument.	costs of management of the Property and								
er upon, take possession of and manage the Property and to collect the rents of the	appointed receiver) shall be entitled to ent								
celeration under paragraph 19 or abandonment of the Property and at any time demption following judicial sale, Lender (in person, by agent or by judicially	20, Lender in Possession, Upon acc								
nses incurred in pursuing the remedies provided in this paragraph 19, including,	Lender shall be entitled to collect all exper but not limited to, reasonable attorneys' fe								
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 by judicial proceeding.									
after acceleration and the right to assert in the foreclosure proceeding the non- e of Borrower to acceleration and foreclosure. If the default is not cured on or	existence Borrower of the right to reinstate:								
or before the date specified in the notice may result in acceleration of the sums slosure by judicial proceeding and sale of the Property. The notice shall further	secured by this Security Instrument, forec								
). The notice shall specify: (a) the default; (b) the action required to cure the om the date the notice is given to Borrower, by which the default must be cured;	default; (e) a date, not less than 30 days fro								
ter shall give notice to Borrower prior to acceleration following Borrower's [5] Security Instrument (but not prior to acceleration under paragraphs 13 and 17]	breach of any covenant or agreement in thi								

MON. UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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 a attorized 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 Lend r 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 of 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 prerate 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 an ordization 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 excreise of any right or remedy.

11. Successors and Assigns Boar 4, 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 terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) p grees 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 Se urit, 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 swins 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.

If enactment of expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 best ument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stros specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument s'all 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 Sorrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender wien given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal lay and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security fractument 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 Institute ent 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 Republical Intercent to Property or a Re 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 remstatement) 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.

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service shall not be a charge for the purposes of the preceding sentence. entered into this Security Instrument to pay the cost of an independent tax reporting

cequesting payment. *A charge assessed by the Lender in connection with the Borrower's the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrewer secured by this

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect If Borrower fails to perform the

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

fee title shall not merge unless Lender agrees to the merger in writing. 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

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount (fire payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. the Property or to pay sums secured by this Security instrument, whether or not then due. The 50 day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed to repair or restore restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. It Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the property, or does not answer within 30 days a notice from Lender that the property. of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

carrier and Lender. Lender may make proof of loss if not made promptly by Borrawer. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance 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.

requires insurance. This insurance shall be maintained in the among and for the periods that Lender requires. The insurance extrict providing the insurance shall be chosen by Borrover subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extences coverage" and any other hazards for which Lender

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

of the giving of notice.

the Property is subject to a lien which may attait priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the schons set forth above within 10 days agreement satisfactory to Lender subordinating the tien to this Security Instrument. If Lender determines that any part of 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 part of the Property; or (c) secures from the holder of the lien an agreement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and the lien of the lien of the lien or forfeiture of the lien Borrower shall promptly discharge at y lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

pay them on time directly to the person, twed 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 to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Charges; Liens. Borcower shall pay all takes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Note; third, to amounts payab e under paragraph 2, fourth, to interest due; and last, to principal due. paragraphs t and 2 shell be applied: first, to late charges due under the More; second, to prepayment charges due under the

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a credit against the sums secured by this Security Instrument.

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

antount necessary to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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 or promptly repaid to Borrower on monthly payments of Funds. If the

if the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

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 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 Punds of the Funds and the Funds and the Funds and the Funds and the Funds are all the Funds and the Funds an Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge* Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the eacrow items, unless state agency (including Lender is Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. mortgage insurance premiums, if any. These items are called "eserow items." Lender may estimate the Funds due on the one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly 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

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due

CHEORM COVENANTS Borrower and Lender covenant and agree as follows:

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(FIRST SEVEN YEARS FIXED - ONE YEAR TREASURY INDEX - RATE CAPS)

	THIS	ADJUSTAB	LE RATE	RIDER	is made	this	21st	day
Λf	June	2		. 19 a	s and i	s incor	porated into	and shall be
deen	ned to	amend	and sur	pplement	the Mort	gage. D	eed of Irust.	, or security
Deed	l (the	"Secur	ity Insti	·ument")	of the sa	me date	given by the	e unaersignea
(the	: "B	orrower") to	secure	Borro	wer's	Adjustable	Rate Note
to	CHA	SE HOME	MORTGAGE	CORPORAT	ION		aDELAN	ARE
corp	oration	n. (the	"Lender	•") of '	the same	date	and covering	the property
desc	ribed '	in the S	ecurity 1	(nstrumen	t and loc	ated at	:	

1373-M Glengary Lane, Wheeling, Illinois 60090

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE MONTHLY PAYMENTS WILL BE LOWER THE NOTE LIMITS THE AMOUNT THE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES I MUST PAY.

ADDITIONAL COVENANTS. 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 MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.0 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

On $\frac{\text{July I}}{\text{first day of every twelfth month thereafte: the interest rate I will pay may change. Each date on which my interest rate could change is called a "Change Date".$

(B) The Index

Beginning with the first Change Date, my interest rite will be based on an index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of orc (1) year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date forty-five (45) days before each change Date is called the "Current Index." I understand that when the interest rate set forth in Section 2 above was established, the Index was 7.03%.

forth in Section 2 above was established, the Index was 7.03 %.

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 two and one half percentage points (2.50%) 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 limitations in paragraph (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 determined on the first Change Date may not exceed 13%. On the second Change Date, and each Change Date thereafter the interest rate may not increase or decrease more than two percentage points

interest rate may not increase or decrease more than two percentage points (2.00%) from the interest rate immediately prior to the Change Date.

There is a limit of six percentage points (5.00%) on the amount by which the interest rate may increase or decrease from the initial interest rate over the entire term of the loan. If a change in the Current Index would otherwise cause the new interest rate to exceed the two percentage points (2.00%) or the six percentage points (6.00%) rate adjustment limitations, the unused portion of such increase or decrease will not be carried forward and applied to change the rate in future years. My interest rate will never be greater than 16.0 %, or less than 4.0 %.

(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 100 der will deliver or mail to me a notice of any changes in my 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.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as

is converted from a fixed rate to an (A) Until the interest rate is converted from a fixed rate to an adjustable rate at the end of year Seven, Uniform Covenant 17 shall be as

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 heneficial 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 the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (20) days from the date the notice is delivered or mailed within which the 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.

(8) Once the interest rate converts to an adjustable rate at the end of year seven, Uniform Covenant 17 described in (A) above shall then cease to be in effect, and Uniform Covenant 17 shall instead be as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at 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.

shall not After the Erst Change Data the Lender also shall not exercise this option if: (a) Borrower causes to be submitted to transferee as if a new loan were being made to the transferee; and be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security

Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment full. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (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 such period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BELOW ned in a Control of Control BY SIGUAL BELOW, Borrower accepts and agrees to the terms covenants contained in this Adjustable Rate Rider.

(Seal) -Borrower

> (Seal) -Borrower

[Sign Original Only]

UNOFFICIAL COPY

THIS CONDOMINIUM RIDER is made this 21st day of June ,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 CHASE HOME MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

M-1373 Glengary Lane, Wheeling, IL 60090

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

The Arlington Club

[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 the all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insu an e. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" points 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 he and insurance on the Property; and
- (ii) Borrower's obligation ander 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 hazaro as irance 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 $v^{\dagger}e$ security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall ake 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 hereoy 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 easualty 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 tender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower 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 requiring payment.

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

HANS PROBST

Willa Jakst

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or