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THIS INSTRUMENT WAS PREPARED BY: **TABBIE DOOMAN**
One North Dearborn Street
Chicago, Illinois 60602

88329547

ADJUSTABLE RATE MORTGAGE

CITICORP SAVINGS

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

LOAN NUMBER: 001005511

THIS MORTGAGE ("Security Instrument") is given on **July 21**
1988. The mortgagor is **SALLY F CLOYD, UNMARRIED HAVING NEVER MARRIED A/C**

\$17.00

("Borrower"). This Security Instrument is given to **Citicorp Savings of Illinois, A Federal Savings and Loan Association**, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED THIRTY FIVE THOUSAND AND 00/100** Dollars **US \$135,000.00**. 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 **August 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:

UNIT NUMBER 779 IN MELROSE COMMONS CONDOMINIUM TOWNHOMES, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 63 TO 67, BOTH INCLUSIVE, IN HUNDLEY'S SUBDIVISION OF BLOCK 40 IN PINE GROVE, BEING A SUBDIVISION OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT _____, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 14-21-313-002.-002,003,004,005

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

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

which has the address of

779 WEST MELROSE

CHICAGO

Illinois

60616

(City)
("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 therein conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for any encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, whether or not any encumbrances of record.

THIS SECURITY INSTRUMENT constitutes uniform covenants for residential mortgage loans and is intended to conform with the provisions by jurisdiction to constitute a uniform security instrument covering such loans.

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

[illegible]

6. Preservation and Maintenance of Property: Lessees shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If the Security Interest is on a leasehold, Borrower shall, with the provisions of the Lease, and if Borrower acquires fee title to the Property, the lessor and fee title shall remain and/or be assigned to the lender in the event of the lender's liquidation.

1. The undersigned hereby certifies that the above is a true and correct copy of the original document as the same appears in the records of the Department of the Interior, Bureau of Land Management, Washington, D.C.

Linkers Linker and Linkerwise agree in writing, insurance proceeds shall be applied to redemption or to payment of the amount of the property damaged, if the redemption or repair is economically feasible and Linkerwise so writes. If the redemption is not economically feasible, the insurance proceeds shall be applied to the payment of the property damaged or to pay sums secured by the Security Instrument, whether or not then due, with any excess paid to Linkerwise. If Linkerwise abandons the first party, or dies and insurance proceeds are taken from Linker, that the insurance amount has already been applied to settle a claim, then Linkerwise agrees not to pay sums secured by the property or to pay sums secured by the property.

have the right to hold the jobs and rewards. If a worker requires, however, that property give to leader all receipts of paid testimony and reward money. In the event of loss, however, shall give property and to the insurance carrier and leader. Leader may make good of loss if not made promptly by insurance.

and the Commission will be able to make a decision on the basis of the information provided. The Commission will be able to make a decision on the basis of the information provided. The Commission will be able to make a decision on the basis of the information provided.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property fully insured against fire by a policy which may give borrower a notice identifying the lender, borrower shall satisfy the lien or take out or more of the policies set forth above within 10 days of the giving of notice.

[illegible][illegible]

4. **Chemical synthesis** (10%)

3. Application of the rules. The rules shall be applied to the following categories of cases:

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

any other electronic means, are not to be treated as equivalent for purposes of the above provisions. Funds shall promptly refund to borrower any funds loaned or funded in excess of what is required by this Security Instrument. Lender shall promptly refund to borrower any funds loaned or funded in excess of what is required by this Security Instrument.

regional, national, and international organizations, and the amount of funds. If the amount of funds is not sufficient to cover the entire amount of the funds, the amount of funds shall be reduced to the amount of funds available to the organization.

It is the duty of the Board to ensure that the future liability for amounts of Funds payable prior to the date of the transfer of the Funds to the Board is not a liability of the Board. The Board shall not be liable for the amount of the Funds transferred to the Board, and the Board shall not be liable for the amount of the Funds transferred to the Board.

the expenditure of the Funds should be made subject to the approval of the Trustees and the payment of the Funds and the Trustees are pledged as additional security for the sums so used by the Society Instrument.

1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.

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The Funds shall be established by the Government or guaranteed by a financial institution, which will be responsible for the investment of the funds to pay the pension items. Landlord may

[illegible]

1. The first step is to identify the problem. This involves understanding the current situation and the goals that need to be achieved.

2. Funds for Taxes and Insurance

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the loan as follows:

INTERNATIONAL COVENANTS: International and domestic law

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 the 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 condemnation 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; Forfeiture 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 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) is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation 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 the 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 limit, 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 paragraph 19. If Lender exercises this option, Lender shall (a) 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. A 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 the law of the State of the jurisdiction in which the Property is located. In the event that any provision in clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one continuing 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 Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration 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 not acceleration occurred; (b) cures any default of any other covenants or agreements or (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's 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 extend to any sums secured by the paragraphs 13 or 17.

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STATE OF TEXAS

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James F. Clark
NY F. GLOVD

SEE RIDER ATTACHED HEREIN AND MADE A PART HEREOF.

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☒☐

23. Orders to this Security Instrument, if any, or name orders are executed by Borrower and recorded together with this Security Instrument. The amount of the loan shall be the amount of the loan as stated in the Security Instrument.

these past due. Any costs incurred by sender or not received shall be offset in the payment of the costs of management of the property and collection of rent, including but not limited to, recovery fees, payments on receiver's behalf and reasonable attorney fees and costs. The sender shall be liable for any and all costs incurred by the receiver in the recovery of the property and collection of rent, including but not limited to, recovery fees, payments on receiver's behalf and reasonable attorney fees and costs.

1. Order shall be entitled to collect all expenses incurred in pursuing the enforcement of its rights in this partnership, including, but not limited to, reasonable attorneys' fees and costs of suit.

(d) In addition to curing 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 reinstatement after acceleration and the right to assert in the foreclosure proceeding the non-

19. Acceleration. Lenders shall give notice to Borrower to accelerate prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that will not result in acceleration upon default. Paragraphs 13 and 17 hereby

Loan Number: 001005511

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

This Rider is made this 21st day of July, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust, or Trust in security (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, A Federal Savings and Loan Association.

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

779 WEST MELROSE, CHICAGO, ILLINOIS 60616

Property Address

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

A. Interest Rate and Monthly Payment Changes

The Note has an "Initial Interest Rate" of 9.875%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on August 1, 1991, and on that day of the month every 36 months thereafter. Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the FTB Bank one box to indicate Index.

(1) The weekly average prime interest rate of the United States Treasury securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board.

In no event over the full term of the Note will the interest rate be increased more than Five and 1/8 percentage points.

(2) From the Initial Rate of Interest, the Lender will calculate the new interest rate by adding Two and 1/2 percentage points.

(3) If the interest rate calculated in (2) is less than the current rate, the rate of interest currently being paid shall never be increased or decreased by more than Three percentage points.

(4) Other:

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

B. Loan Charges

It is agreed that the Loan secured by the Security Instrument is subject to a fee which sets maximum loan charges and that the Borrower shall be responsible for the payment of such charges. The amount necessary to reduce the charge to the Borrower shall be collected from the amount necessary to reduce the charge to the Borrower. The Borrower may, at any time, request a refund of the amount necessary to reduce the charge to the Borrower. The Borrower may, at any time, request a refund of the amount necessary to reduce the charge to the Borrower.

C. Other Items

If Lender determines that all or part of the items set forth by this Security Instrument are subject to loan which has priority over this Security Instrument, Lender may, without notice, amend the Security Instrument or shall promptly secure an agreement with regard to that item as provided in paragraph 3 of the Security Instrument or shall promptly secure an agreement with regard to that item as provided in paragraph 3 of the Security Instrument.

D. Transfer of the Property

If the Note is transferred to another party, the Borrower shall be subject to paragraph 3 of the Security Instrument. Lender may require that an interest in the property described in the Note be transferred to the Lender. The amount of the interest in the property described in the Note shall be transferred to the Lender. The amount of the interest in the property described in the Note shall be transferred to the Lender.

By executing this Rider, Borrower agrees to all of the above.

The undersigned hereby certifies that the above is a true and correct copy of the original and that the undersigned is the owner of the property described in the Note.

Mary F. Floyd
SALLY F. FLOYD
-Borrower-
(SEAL)

24329547

ADJUSTABLE RATE
MORTGAGE CONVERSION
RIDER

UNOFFICIAL COPY

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

Loan Number: 001005511

THIS ADJUSTABLE RATE MORTGAGE CONVERSION RIDER is made this 21ST day of JULY, 19 88, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Citicorp Savings of Illinois, A Federal Savings and Loan Association, (the "Lender") and covering the property described in the Security Instrument located at:

779 WEST MELROSE
CHICAGO, ILLINOIS 60616

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

A. BORROWER'S OPTION TO CONVERT: The Adjustable Rate Note Conversion Rider to Borrower's Note contains provisions that allow the Borrower to convert the Adjustable Rate Note to a fixed rate, level payment, fully amortizing loan. That Rider provided as follows:

1. A. OPTION TO CONVERT FIXED RATE

I have a Conversion Option which I can exercise unless this Section will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable interest rate (a) to a fixed interest rate loan for the remaining term if my outstanding principal balance on the Conversion Date is less than or equal to Five Hundred Thousand and No 100 Dollars (\$500,000.00) or (b) to a fixed interest rate loan for a term to maturity of fifteen (15) years from the Conversion Date if my outstanding principal balance on the Conversion Date is greater than Five Hundred Thousand and No 100 Dollars (\$500,000.00).

The conversion can only take place on the first _____ (Change Date). Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate is also called a "Conversion Date". I can convert my interest rate only on this (these) Conversion Date(s).

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I am not in default or foreclosure under the Note or the Security Instrument on the Conversion Date; (b) I have not been assessed for two or more late payments in the twelve (12) months immediately preceding the Conversion Date; (c) I am current on my payments as of 45 days prior to the Conversion Date; (d) I give the Note Holder notice that I want to convert to a fixed rate within the time specified by the Note Holder; (e) I pay a non-refundable conversion fee equal to the greater of one percent (1%) of the outstanding principal balance of my Note on the Conversion Date or \$100.00; (f) I sign any documents required by the Note Holder to effect the conversion; (g) I provide the Note Holder with current credit information; and (h) I have not exercised any Assumption Feature offered by the Note Holder and accepted by me as of the Conversion Date.

If I do not exercise this option to convert in accordance with the terms and conditions of this Rider by the FIRST

1ST Change Date to occur pursuant to the Adjustable Rate Note after the date of this Rider and the Note, this option to convert created by this Rider shall terminate.

B. NOTE HOLDER'S NOTICE TO BORROWER

This Conversion Rate Rider is notice to me of my option to convert and the conditions for exercising that option. Note Holder may, but is not required to, provide me with additional Notice of my option to convert before each Conversion Date. That notice, if provided, will contain the following information:

(i) the fixed interest rates payable by me if I convert to a fixed interest rate loan, and the amount of my new monthly payment at the fixed rate of interest; and

(ii) a date not less than 15 days from the date the notice is sent, by which I must execute and deliver to Note Holder a document in the form required by Note Holder evidencing my election to convert to a specified fixed rate loan.

C. CALCULATION OF FIXED RATE

My fixed interest rate will be determined by the Note Holder FORTY-FIVE 45 days before each Conversion Date. That interest rate will be equal to the interest rate then charged by Citicorp Savings of Illinois, A Federal Savings and Loan Association, on similar fixed rate loans with a term of 15 years if my outstanding principal balance is greater than \$500,000.00 on the Conversion Date, or with a term of 30 years if my outstanding principal balance is less than or equal to \$500,000.00 on the Conversion Date. That interest rate will be higher if the original principal amount of my loan exceeded 50% of either the purchase price of my home or the appraised value of my home at Loan Settlement as determined by the appraisal prepared and submitted to Note Holder prior to Loan Settlement. If I elect to convert, any limit on interest rate changes on a Change Date or over the term of the Note will not apply in setting the fixed interest rate.

D. CALCULATION OF NEW PAYMENT AMOUNT

The new fixed interest rate will become effective on the Conversion Date if I choose to convert.

My monthly payments at the new fixed interest rate will begin with the first monthly payment due after the Conversion Date. The amount of my monthly payment will be the amount that is necessary to repay in full the principal I am expected to owe on the Conversion Date in substantially equal payments by the end of the term provided in "A" above.

E. ELECTION TO CONVERT

I must execute and deliver to Note Holder a document in a form required by Note Holder evidencing the notification to the Note Holder at least fifteen (15) days prior to the effective Conversion Date. If I do not do this within the specified time, I can no longer exercise the option to convert on that particular Conversion Date. In this case, the terms of my Note will continue in effect without any change.

Failure of Note Holder to provide the notice described in Paragraph B above, will not extend the time for me to exercise this option to convert. In any event, I must deliver to Note Holder written notice of my election to convert not less than TWENTY

20 days from the Conversion Date.

F. CONVERSION FEE

I agree to pay the Note Holder at the time the document evidencing the modification of the Note is executed or I fail to convert, a non-refundable conversion fee equal to one percent (1%) of the unpaid principal balance of my Note on the Conversion Date or FIVE HUNDRED DOLLARS (\$500.00), whichever is greater. If I fail to timely pay the conversion fee in full the terms of my Note will continue in effect without any change notwithstanding my execution, or Note Holder's execution, of the document evidencing the modification of the Note.

G. EFFECTIVENESS OF PROVISIONS

Upon my delivery of the execution modification to the Note, Sections 2, 3, and 4 of the Adjustable Rate Note shall cease to be effective.

By signing below, Borrower accepts and agrees to the above terms and conditions:

IN WITNESS WHEREOF, Borrower has executed this Adjustable Rate Mortgage Conversion Rider

Sally F. Cloyd [SEAL]
SALLY F CLOYD Borrower

[SEAL]
Borrower

[SEAL]
Borrower

[SEAL]
Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office

54-4550-45

CONDOMINIUM RIDER

CITICORP SAVINGS

Loan Number: 001005511

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

THIS CONDOMINIUM RIDER is made this 21st day of July, 19 88 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 779 WEST MELROSE, CHICAGO, ILLINOIS 60616 (Property Address).

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

MELROSE COMMONS CONDOMINIUM TOWNHOMES

(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 dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the 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 replacement 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 both amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damage, destruction, 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 5.

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 or the 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 amendment is not the express demand 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 requiring payment.

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

Sally J. Cloyd
SALLY J. CLOYD

Borrower

Borrower

Borrower

Borrower