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1989 JAN O PN 2: 37

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11-94-473	GreatAmerican Fed. S & L 1001 Lake Street Oak Park, IL 60301
-44-	BOX 333-CC
2	(Space Above This Line For Recording Data)
T)	MORTGAGE 3
Jerih rang	THIS MORTGAGE ("Security Instrument") is given on January.  1989The mortgr gor is LINDA. A. WARREN, A. SPINSTER.  ("Borrower"). This Security Instrument is given to
_	paid earlier, due and payable on
	UNIT NUMBER 203 IN THE BRUNDAGE BUILD, NG LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOW, DESCRIBED REAL ESTATE: DOTS TO 3 IN BLOCK 9 IN THOMAST SUBDIVISION OF BLOCKS 8 AND 9 IN L TURNER'S SUBDIVISION OF THE NORTH EAST OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH HANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOUS WHICH SURVEY IS ATTACHED AS EXHIBIT BB" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 1/88528130 AND AMENDED BY DOCUMENT 88567773, TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS.
t	dortgagor also hereby grants to Mortgague, ith Suckembors 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 seme as though the provisions of said Declaration were recited and stipulated at length herein.
P	PERMANENT INDEX NUMBER: 14-19-425-019-0000 VOLUME: 483  SEL. A. W.
	which has the address of

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.

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Virginia contained in this Security	accepts and agrees to the terms and cover Borrower and recorded with it.	KÇ BƏRDƏNƏ (S)JƏPIJ KUR III - JƏNDƏ OR OMOTRI ONIS	bus monoritent
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	Planned Unit Development Rider	nated Payriant Rider [¿hipəqz] (z)	
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	ar of this Security Instrument as if the rid	reek applicable hox(es)	Instrument (Ch
bina brisma llade bria otni betaroque	tent. If one or more riders are executed by Bo Id agreements of each such rider shall be inco	s rument, the covenants ar	att frumose sign
the Property.	er warves all right of homestead exemption in		
Lender shall release this Security	sums secured by this Security Instrument, forrower shall pay any recordation costs.	gr jo juamand uodg j <b>asr</b> i	21. Rele
urity Instrument.	t collection of rents, including, but not limiti fees, and then to the sums secured by this Sec	,saauuogge aggeuoseau pue s	spuog sjacdabati
all be applied first to payment of the	y rents collected by Lender or the receiver shi	ar anp isaq asodi gmbul:	ян Қазабозділірі
n person, by agent or by judicially.	celeration under paragraph 19 or abandonmi edemption following judicial sale, Lender (ii ter upon, take possession of and manage the	a jo pouad Kur jo nomead	lva aqrior asadi.
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ment in full of all sums secured by	se of Borrower to acceleration and foreclosus inder at its option may require immediate pay	specified in the notice, Le	before the date
-non odl gniboooorg oruzoloorol odi	after acceleration and the right to assert in t	otatenion of thain out to ro	worned mudini
	am solion adi ni bahisaga atab ahi aroted to olosure by judicial proceeding and sale of the		
by which the default must be cured;	rom the date the notice is given to Borrower,	ite, not less than 30 days fr	gerauft (e) g de
	ns security instrument (but not prior to secei 2). The notice shall apecity: (a) the default; :		

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

NOV UNITORM COVENAUS. Borrower and Lender further covenant and agree as follows:

requesting payment.

Lender may take action under this paragraph?, Lender degraph is a solutional 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 the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

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

If Borrower fails to perform the coverants 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 bankruptey, 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 rights and Lender and Dender's rights of the Property and Lender's rights are proceeding that the property and Lender's rights featured by a lien which has princitly over this Security.

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 1 and 2 or change the amount of the 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. offered to settle a chaim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The '0-lay period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with says excess paid to Borrower. It of the Property dumaged, if the restoration or repair is economically fensible and Lend research, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

all receipts of paid premiums and renewal notices. In the event of loss, Borrower, shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the ariginal for the periods that Lender requires. The insured against loss by fire, hazards included within the term "exter ded coverage" and any other hazards for which Lender 5. Hazard Insurance. Borrower shall keep the it. pr. vements now existing or hereafter erected on the Property

of the giving of notice.

agreement satisfactory to Lender subordinating the direct of this Security Instrument. If Lender determines that any part of the Property is subject to a tien which may attain privity, over this Security Instrument, Lender may give Borrower a notice identifying the fien. Borrower shall satisfy the fiet or take one or more of the actions set forth above within 10 days of the series of security in the sections set forth above within 10 days prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agrees in writing to the payment of the obligation secured by the lien in minimer acceptable to Lender: (b) contests in good faith the iten by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

per per paid under this paregraph. If bordower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paregraph. If bordower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Mote; third, to amounts payable under paragraph 2; fourth, to interest due; and hast, to principal due.

4. Chargest Lions. Derrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain pricitly over this Security Instrument, and leasehold payments or ground rents, if any.

3, Application of Bayments, Unleas applicable law provides otherwise, all payments received by Lender under the paragraphs i and 2 shall be applied; first, to late charges due under the Mote; second, to prepayment charges due under the

application as a cre it skainst the sums secured by this Security Instrument.

then immediately print to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any l'unds heid by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

the due dates of the excrow terms, shall exceed the amount required to pay the excrow items when due, the excess shall be, as the foreover's option, either prompily repaid to flotrower or credited to isotrower on monthly payment in 6 fearnable. If the amount of the Punds held by Lender is not sufficient to pay the escrow items when due, flotrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. In the flotrower promptly refund to flotrower the flotrower shall promptly refund to flotrower body. In the flotrower shall promptly refund to flotrower shall be promptly refund to flotrower and be forest the flotrower and the follower in full of all sums accured by the flotrower in the follower is ender that in the flotrower is the follower. 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 Lender may agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funda, analyzing the account or verifying the eserow items, unless riste agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Punds 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.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly insurance premiums; and (d) yearly marte insurance premiums; and (d) yearly mortgage insurance premiums; and (d) yearly mortgage insurance premiums; and (d) yearly mortgage insurance premiums; if any, These items are called "escrow items." Lender may estimate the Funds due on the the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable has or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender of Lender

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due is Principal and Interest in Prompily pay when due is principal and Interest due under the block.

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 1 ender

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, as thereby

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 motive is given, Lender is an horized 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 No. Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amorgization 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 seasonedly shall not be a waiver of or preclude the exc. eise 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 previsions 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 jo-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the teams of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and co, agrees that Lender and any other Borrower may agree to extend. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the New Without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maxime in foam charges, and that law is finally interpreted so that the interest or other loan charges collected or to be considered 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 syms already collected from Borrower which is consider permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the prime and 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 exparation of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, I ender, at the petion, may require immediate payment in full of all sums secured by this Security Viscounient and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the George permitted in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument small be given by delivered, or 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 I ender shall be a sen by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower, A chotice provided for in this Security Instrument shall be deemed to have been given to Borrower or I ender when given is a solided in this paragraph.

in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal are and the law of the private tion in which the Property is located. In the event that any provision or clause of this Security Instrument for the Note applicable by the security that the provision of the Security Instrument for t Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Institution 100 to the Note which can be given effect without the conflicting provision. Fo 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 1-17. 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 here a countil person) without Lender's prior written consent, Lender may, at its option, require immediate payment in tuli of all sums secured by this Security Instrument, However, this option shall not be exercised by Lender it exercise is provided 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 summer and by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, I ender may

remedies permitted by this Security Instrument without further notice or demand on Horrower

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

GreatAmerican Fed. 5 1001 Lake Street Oak Fr. IL 65301 James D. O'Malley Loan # 01-10551664 THIS ADJUSTABLE PAYMENT RIDER is made this 9th day of January

19 . 89 ., and is incorporated into and shall be demined to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Payment Note (the "Note") to GreatAmerican Federal Savings & Loan Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3325 N. LINCOLN AVE. #203

CHI CAGO, IL. 60657

RECORDING Address

RI DER ATTACHED TO MORTGAGE FOR RECORDING This Note Contains Provisions Allowing For Changes In The Interest Rate And The Monthly Payment And For Increases In The Principal Amount To Be Repaid.

The Note Also Provides For Calculations Of Two Separate Monthly Payment Amounts. One Will Be The Amount That The Borrower Must Actually Pay Each Month. The Other Will Be An Amount That The Borrower Would Pay Each Month To Fully Repay The Loan On The Maturity Date. This Means That The Borrower Could Repay More Than The Amount Originally Borrowed Or That The Borrower Could Repay The Loan Before The Maturity Date.

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

This Note provides for an initial rate of 9.750 %. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly payments, as follows:

### 2. INTEREST

## (A) Interest Cwed

Interest will be anarged on that part of principal which has not been paid. Interest will be charged beginning on the date of this Note and continuing until the full amount of principal has been paid.

Beginning on the date of Mis Note, I will owe interest at a year rate of ... 9.750 %. The rate of interest I will owe . 19 90 and on that day every February will change on the first day of the month of SLXTH... month thereafter. Each date on which the rate of interest could change is called an "Interest Change Date." The new rate of interest will be ome effective on each Interest Change Date.

## (B) The Index

. Federal Home Loan Bank of Chicago .. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

The most recently available Index figure as of the date of but not more than 45 days before each Interest Change Date is called the "Current Index."

## (C) Calculation of Interest Rate Changes

TWO AND

750/1000THS Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding 2.750 %) to the Current Index. This amount will be my new rate of interest until percentage points ( the next Interest Change Date.

## (D) Interest After Default

The rate of interest required by this Section 2 is the rate I will owe both before and after my default described in Section 9(A) below.

## (E) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 26. Thereufter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding ... SI X months. My interest rate will never be greater than 13.750 %. The interest rate limits of this Section 2(E) will not apply if I exercise my Conversion Option under Section 6 of this Note. or less than 7.550.... %.

## (F) Effective Date of Changes

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

## (G) Notice of Changes

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

## 3. CALCULATION OF AMOUNTS OWED EACH MONTH

The Note Holder will calculate my Full Monthly Amount. The "Full Monthly Amount" is the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of the loan at the rate of interest I am required to pay by Sections 2(A) and 2(C) above in substantially equal monthly payments over an amortization period of thirty (30) years from the date of this note. The balance of the indebtedness, if not sconer paid, shall be due and payable on February 1.20 29, which is called the "maturity date". My first Full Monthly Amount is U.S. Six Hundred Twenty Five (\$ 625.47). Before each Interest Change Date, the Note Holder will calculate the new full Monthly Amount which I will owe each month beginning on the first monthly payment date after the Interest Change Date.

Property of Cook County Clerk's Office (YlnO luniginO ngi2) BOTTOWET Borrower ([B9S] Borrower . (las2)Borrower (Juos)

18 W118FSS WHERFOR Borrower has executed this Adjustable Payment Rider.

wal ni safatsim lautum a souborq bluow swal sidnoiliqua to notitarique to membrane an mutual entre correct con-I ember's option, may declare all sums secured by the Security Instrument to be immediately due and payable. The par-Switty Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at and the second of the second of the sums of the sums second hereby uncollectuble, as otherwise provided in the some of the Sote, the Security Instrument or this Adjustable Rate Rider tother than this paragraph D unenforceable dvorq and gariabnas to radia deadle of a span awa blandidge to nothing so members of rendenna the effect and such a the

NOLLVISIDELL

or some a direct parament to Borrower. It a return reduces principal, the reduction will be treated as a partial prepaysoluted to Borrower Tender mas choose to make this refund by reducing the principal owed under the Note or by of the permitted hints; and (2) any sums already collected from Borrower which exceeded permitted limits will be cond permitted himse then et any such four charge shall be reduced by the amount necessary to reduce the charge to mand with the interest of other loan charges collected or to be collected in connection with the loan It the foun secured by the Security Instrument is subject to a law which sets maximum foun charges, and that law is

South inform Coverant 21 of the Security Instrument ("Funce Advances") is deleted.

CLSO PUTURE ADVANCES

InnormA glatinoM llu-I oal bun moment glatinom em to innorm oali li ognodo lliw oonnind binquu em woa sodios wolod The Full Monthly Amount Lowe may be more or less than the amount Lam required to pay each month. Section 5

## T bykweals

## (A) Time and Place of Payments

interest before principal. I will pay principal and interest by muking payments every month. My monthly payments will be applied to

monthly payment before the maturity date. date, I will pay those amounts in full on that date. Those amounts could be greater than the amount of my last charges described below that I may owe under this Note. If I still owe amounts under this Note on the maturity I will make these payments every month until I have paid all the principal and interest and any other Will make my monthly payments on the first day of each month beginning on March

Park, IL 60301, or at a different place if required by the Note Holder. I will make my monthly payments at Great American Pederal Savings & Loan Association, 1001 Lake Street, Oak

## (B) Amount of Monthly Payments.

Holder with also change my monthly payment on any Interest Change Date if Section 5(B) below requires me to pay month thereafter. Each of these dates is called a "Payment Change Date?" The Note yab tadt no ban stad sgand) izsteinl H<sub>1</sub>6 As a notating payment will be in the amount of U.S. \$ The Note Holder will change my 74.259

the Full Monthly Amount.

## (C) Calculation of Monthly Payment Changes

Stantially equal payments. The "Phyment Rate" is the Index on the most recent Interest Change Date plus TWO 1000THS percentage points ( 2.150.". the unpaid principal balance on my loan in full over the remaining annomization period at the Payment Rage in suh Before each Payment Change Date, the Note Holder will calculate a new monthly payment sufficient to repay

below requires me to pay the Full Wonthly Amount. I will pay the amount of my new monthly payment until the next Payment Change Date unless Section 5(B)

## (1) Effective Date of Payment Charkes

to pay the Full Monthly Amount. beginning on the first monthly payment date after the Payment Change Date, or Interest Change Date if I am required Until my monthly payment is again charged. I will pay the amount of my new monthly payment each month

## 2' NABYID BRINCIBYT BYTYNCE

rate of interest on the interest added to principal will be the rate de erm ned in Section 2 above. Change Date when the Note Holder determines my new rate of interest on my then unpaid principal balance, the owe or less than the interest portion of my first Full Mountly Amount after an Interest Change Date. If so, the Note Holder will subtract the amount of my monthly payment, om the amount of interest I owe and will add the difference to my unpaid principal balance each month until the pext Interest Change Date. The Note Holder will also add interest on the amount of this difference to my unpaid principal balance each month until the next Interest also add interest on the amount of this difference to my unpaid principal balance each month. Until the next Interest My monthly payment could be less than the amo int of the interest portion of the first Full Monthly Amount I Changes in My Unpaid Principal Balance (A)

Date as if I had made a partial prepayment under Section 7 below. will subtract the difference from the unpaid principal balance of my loan each month until the next Interest Change My monthly payment could be more than the amount of the Full Menthly Amount. If so, the Note Holder

## (a) Limit on Unpaid Principal Balance, Required Full Monthly Amount

must pay instead the Full Monthly Amount as my monthly payment until the next Payment Chrage Date. any Interest Change Date would cause the unpaid principal balance to exceed that maximi at any time. I 115.00 %) of the principal amount I originally horrowed. If my paying the amount of my monthly payment after My unpaid principal balance can never exceed a maximum amount equal to ONI LIUDRED FIFTEENpercent

## 9' EIXED INLEKEZL KYLE CONNEKSION OBLION

## (A) Option to Convert to Fixed Rate

from an adjustable rate with interest rate limits to the fixed rate calculated under Section 6B) below. me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note I have a Conversion Option which I can exercise unless I am in default or this Section 6(A) will not permit

"Convert to the new fixed rate is called the "Conversion Date." The conversion can only take place on a date specified by the Note Holder during the period beginning on the first Change Date and ending on the PHP Change Date on which my adjustable interest rate can

275.00 and (iv) I must sign and give the Note Holder any documents the Note Holder requires under the Note or the Security Instrument: (iii) by a date specified by the Note Holder. I must pay the Note Holder and the Note plus U.S. Holder a conversion fee equal to One plus (1.5). (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date. I must not be in default If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that:

to effect the conversion.

## (B) Calculation of Fixed Rate

Et GHTHBt one perconing on mortal to see of my time the file on less, 15-year fixed rate not yield as of a date and time of day specified by the Mote Holder for (i) if the original term of this Mote is greater than My new, fixed interest rate will be equal to the FEDERAL HOME LOAN HORTGAGE CORP.

mortgages covered by applicable 60-day mandatory delivery commitments, plus ELGHTMe ne percentage point 0.375. If this required net yield committee the begans hyppilicable commitments to not available, the New Holder will determine my interest and to using comparable intermedian.

(C) Naw Payment Amount and Effective 20.

## (C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date

### B. CHARGES: LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges: Liens. Borrower shall pay all taxes, assessments, and other charges, times and imposits as attrib utable to the Property which may attain a priority over this Security Instrument, and leasehold payments of gound rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Bott-syct making payment, when due, directly to the payee thereof. Borrower shall promptly turnish to I ender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly formshito-Lender receipts evidencing such payments. Borrower shall promptly discharge any hen which has priority ever this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower (a) shall agree in writing to the payment of the obligation secured by such hen in a manner acceptable to I ender the shall in good faith contest such lien by, or defend against enforcement of such hen in degal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part the root, or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such a soft to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a prior to over this Security Instrument, Lender shall send Borrower notice identifying such hen. Borrower shall satisfy such contacts one or more of the actions set forth above within ten days of the giving of notice.

### C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by the addressed to Borrower at the Property Address or at such other address as Borrower may designate by reduce to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender 1995, so stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. New notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender who manner designated herein.

## D. UNIFORM MORTGAGE: GOVERNING LAW: SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Mortgage: Governing Law: Severability. This form of Security Instrument combines in actini cover nants for national use and non-uniform covenants with himsed variations by jurisdiction to constitute a uniform security instrument covering real property. This Security instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the even, that any provision or clause of this Security listrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security. In transmit or the Note which can be given effect without the conflicting provisions and to this end the provisions of this Security Instrument and the Note are declared to be severable.

## E. TRANSFER OF THE PROPERTY: ASSUMPTION

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

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therem is so if or trans ferred by Borrower without Lender's prior written consent, excluding (a) the creation of a hen or encumber as a subor dinate to this Security Instrument which does not related to a transfer of rights of occupancy in the projective, the the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent tion of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less than contain ing an option to purchase. Lender may, at Lender's option, declare all the sums secured by the Security Instrument to be immediately due and payable.

If a Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date (be not) as mailed within which Borrower may put the sums declared due. If Borrower fails to pay such sums prior to the exputation of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permaned by paragraph 18 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to I ender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or a security in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment dute for the foam, and addition of unpaid interest to principal; and (5) the transferee signs 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, as modified if required by Lender. To the extent permitted by applicable law, I ender also in a charge a reasonable fee as a condition to Lender's consent to any sale or transfer

Borrower will continue to be obligated under the Note and this Security Instrument unless Lendon is cases Bor rower in writing.

## F. BORROWER'S RIGHT TO REINSTATE

Non-Uniform Covenant 19 ("Borrower's Right to Reinstate") is amended to read as follows:

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Eistrument discontinued only if applicable law so provides. Any right to reinstate shall be exercised in the manner required by such law.

JANUARY 9, 1989

LINDA A. WARREN, A SPINSTER

The mortgagor shall promptly deliver to the mortgagee a true and full copy of each and every notice of default received by the mortgagor with respect to any obligation of the mortgagor under the provisions of the Condominium Property Act of the State of Illinois (the "Condominium Property Act"), the Declaration of Condominium Ownership of BRUNDAGE BUILDING LOFTS CONDOMINIUM

(the "Declaration"), the Rules and Regulations adopted by the Board of Mangers (the "Rules and Regulations"), or the By-laws of any corporation created to facilitate the administration and operation of BRUNDAGE BUILDING LOFTS CONDOMINIUM ASSOCIATION (the "By-Laws"). The mortgagor shall not, except

with the prior written consent of the mortgagee (a) institute any action or proceeding for partition of the property of which the mortgaged premises are a part; (b) vote for or consent to any modification of, amendment to or relaxation in the enforcement of any provision of the Declaration or By-Laws; and (c) in the event of damage to or destruction of the property of which the mortgage premises are a part, vote in opposition to a motion to repair, or rebuild. In each and every case in which, under the provisions of the Declaration, the By-Laws or the Condominium Property Act, the unanimous consent or the unanimous vote of the owners of units is required, the mortgagor shall not so vote or give such consent without, in each and every case, the prior written consent of the mortgagee. It shall constitute a default under this mortgage entitling the mortgagee at its option to accelerate the entire unpaid balance of the indebtedness sacred hereby if the Board of Managers or any association of unit owners caused to be incoorporated by the Board of Managers pursuant to the Declaration (the "Owners" Association") fails or refuses to maintain in full force and effect a policy or policies of fire insurance, with extended coverage vandalism and malicious mischief endorsements, for the full insurable replace out value of the common elements, and having firm or contingent or conditional endorsements lovering the replacement value of the units to provide for restoration thereof to enantable condition in the event of damage. Such policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the members of the Board of Managers, as Trustees for each of the unit owners in the percentages established in the Declaration, and to the respective mortgagees of the unit owners, as their interest may appear. Said policy or policies shall provide for separate protection for each unit and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof, and with a separate loss payable endorgement in favor of the mortgages or the mortgages of each unit. Such policy or policies that permit the waiver of subrogation and shall provide that the insurance company or compained 121 look to the Board of Managers, the Owners" Association, or any unit owner for the recovery of any loss under said policy or policies. Such policy or policies shall not be cancellable except after ten (10) days written notice to the mortgages and a copy or a duplicate of such policy or policies shall be deposited with the mortgages with evidence of the payment or primiums and with renewal policies to be deposited with the mortgages not later than ten (10) days prior to the expiration of existing policies. In the event that the policy or policies of insurance maintained by the Board of Managers, or the Owners' Association, insures the motinged premises only on a contingent or conditional basis which requires the individual unit owner to provide his own insurance on his unit, then the mortgagor shall furnish to the mortgages ar original policy of fire insurance with extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the mortgaged premises to the satisfaction of the mortgagee. Anything hereinabove to the contrary notwithstanding, in the event the loard of Managers, or the Owner' Association, or the mortgagor fails or refuses to provide insularce coverage as above provided, the mortgagee at its election may take out fire insurance with attended coverage, vandalism and malicious mischief endorsements, covering the mortgaged premises for its benefit as mortgagee and may add the premium therefore to the unpaid belance of the indebtedness secured hereby. In the event that the Board of Managers, or the Owners' Association, does furnish insurance on the entire building and the mortgaged premises as above exactled and in the event of damage to or destruction of the building or any part thereof or of the mortgaged premises the mortgagee shall, if the proceeds of insurance collectible by the Board of Managers, or the Owners' Association, are sufficient to repair or restore the building, permit the proceeds of such insurance affecting the mortgaged premises to be disbursed by the Board of Managers, or the Owners' Association, for the purpose of repairing and restoring the damage to the building.

The mortgagor shall promptly pay as the same become due and payable all payments to the maintenance and reserve funds and all assessments as required by the Declaration of By Laur or any resolutions adopted pursuant to either thereof, and shall promptly upon demand exhibit to the mortgagee receipts for all such payments, and in the event that the mortgagor fails to make such payments as the same become due and payable, the mortgagee may form time to time at its option, but without any obligation so to do and without notice to or demand upon the mortgagor make such payments, and the same shall be added to the debt secured hereby and shall bear interest until repaid at the rate provided in said promissory note; provided, however, that the failure of the mortgagor to make any such payment to the maintenance fund or to exhibit such receipts shall, at the election of the mortgagee, constitute a breach of covenant under this mortgage entitling the mortgagee to accelerate the indebtedness secured hereby. The mortgager shall fully and faithfully keep and perform each and every covenant, agreement and provision in the Declaration or By-Laws, and Rules and Regulations on the part of the mortgagor to be kept and performed, and in the event of the failure of the mortgagor to do within a period of thirty (30) days after notice from either the Board of Managers or the Owners' Association or from the mortgagee, or in the case of any such default which

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cannot with due diligence of cureo product within such thirty (10) days period, if the mortgagor fails to product product product notice to cure or remity the same with due diligence, then in any such case, the mortgagee may from time to time at its option, but without any obligation so to do, cure or remedy any such default of the mortgagor (the mortgagor hereby authorizing the mortgagee to enter upon the mortgaged premises as may be necessary for such purpose), and all sums expended by the mortgagee for such purposes, including reasonable counsel fees, shall be added to the debt secured hereby, shall become due and payable and shall bear interest until repaid at the rate provided in the note secured hereby; provided however, that the failure of the mortgagor to keep or perform any such covenant, agreement or provision for thirty (30) days after any such notice shall, at the election of the mortgagee, constitute a breach of covenant under this mortgage entitling the mortgagee to accelerate the indebtedness secured hereby.

To the extent that the printed portion of this mortgage conflicts with the provisions contained in the Rider, the provisions of this Rider shall prevail. Notices may be mailed to GREATAMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION at 1001 Lake Street Oak Park, Illinois 60301:

De L. A. K. Colling Clerk's Office

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# RIDER ATTACHED TO MORTGAGE FOR RECORDING 01-y0551664

### CONDOMINIUM RIDER

This condominium r	ider is made thi	s 9TH	day of JANUARY	19_89
and is incorporated into				
Deed of Trust or Deed to				
even date herewith, given				
Borrower's Note to GREAT				
(herein "Lender") and cov				y instrument
and located at 3325 N. 1.11	NCOLN AVE. #203	- CHICAGO,	IL. 60657	
	(Prope	rty Address	)	· · · · · · · · · · · · · · · · · · ·
The Property comprises a	unit in, togethe	r with an u	ndivided interes	t in the
common elements of, a con	dominium project	known as B	RUNDAGE BUILDING	LOFTS
			Name of Condomin	ium Project)
CONDOMINIUM	(herein "Condom	inium Proje	ct").	-

Condominium Covenants. In addition to the covenants and agreements made in the celurity instrument, Borrower and Lender further covenant and agree as tollows:

- A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by laws, code of regulations or other consistiuent document of the Condominium Project.
- B. Hazard insurance. So long as the Owners Association maintains a "master" or "blanker" policy on the Condominium Project which provides insurance coverage against fire larards included within the term "extended coverage," and such other Hazards as Isider may require and in such amounts and for such periods as Lender may require, them:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly nayment to Lender of one-twe () h of the premium installments for hazard insurance on the Property;

(ii) Borrower's obling ion under Uniform Covenant 5 to maintain hazard

insurance coverage on the Property is-deemed satisfied; and
(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable low to the extent necessary to avoid a conflict between such provisions and the provisions of Unitory Covenant 5. For any period of time during which such hazard insurance coverage 14 not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hagaid insurance coverage.

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

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

(i) the abandonment or termanation of the Condominium Project, except for abandonment or termination provided 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;

(iii) any material amendment to the declaration, by-laws or code of regulations of the Owner's Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume sclf-management of the Condominium Distant

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

In Witness Whereof, Borrower has excuted this Condominium Rider.

L'Enda Of Warten

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