

71-99-175

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## UNOFFICIAL GOPY

COOK COUNTY ILLING

1989 APR - 5 PM 12: 37

89147896

## 89147896

[Space Above This Line For Recording Data]

## MORTGAGE

\$19.00

THIS MORTGAGE ("Security Instrument") is given on April 4
The mortgagor is GARRETT P. BROWNE and EVELYN M. BUCKLEY, A SPINSTER

("Borrower"). This 'ec irity Instrument is given to

First Federal Savings Bank of Indiana

which is organized and eriting under the laws of 8400 Louisiana Verrillville, IN Indiana , and whose address is

("Lender").

Borrower owes Lender the principal sum of

Thirty-One Thousand Two Hundred and No/100

April 4

Dollars (U.S. \$

31,200,00 ). This debt is evidenced by Borrower's note

dated the same date as this Security Instrum enter "Note", which provides for monthly payments, with the full debt, if not paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the dept videnced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, vith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Box of per's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mor gage, grant and convey to Lender the following described property COOK

County Illinois: located in UNIT NO."A-2" IN BELMONT HARBOR "I" CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 10 IN JONES SUBDIVISION OF LOT 22 IN PINE GROVE SUBDIVISION OF FRACTIONAL SECTION 21, TOWNS 412 40 NORTH, RANGE 14, EAST OF THE "THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24980442, TOGETHER ELL. WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN#14-21-307-046-1013

which has the address of

526 WEST ROSCOE UNIT A2

Illinois

60657

(Zio Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

6 (1L) (8704)

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

CHICAGO

[City]

VMP MORTGAGE FORMS . (313)293-8100 . (800)521-7291

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	TOGOT 'ZI AMBRUAT UN PRINCE TO THE CONTROL OF THE C
	**OFFICIAL SERA!"
	Letted Laning Bonk
	Oildury Public
	My Commission expires: 1-17-90
	1 Alfand
	set forth.  Given under my hand and official seal, this Am day of Ang of 1967
	signed and delivered the said instrument as The Ji C free and voluntary act, for the uses and purposes therein
	subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that $\frac{1}{2}$ he $\frac{1}{2}$
	personally known to me to be the same person(s) whose name(s)
JS/SC	do hereby certify that GOLF(S+ P. BROWNEY & EVELYN 111. 1345
3.0/7	1, The Under State, a Notary Public in and for said county and state,
	STATE OF ILLINOIS.  1.  1.  1.  1.  1.  1.  1.  1.  1.
	- [Space Below This Line For Acknowledgment]
	19молов-
	(Seal)
	WELYN M. B.T. (LES) . BOTTOWER (Scal)
	(Seal)————————————————————————————————————
	-Borrower GARRETX F. BROWNE
	(Jeag) Sec. 2
	BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and reacted with it.
	☐ Graduated Payment Rider ☐ Pluared Unit Development Rider ☐ Other(s) [specify]
98	Adjustable Rate Rider Co. dominium Rider
8914789	Instrument the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security
57	23. Riders to this Security Incurment. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
8	Instrument without charge to Borrowe. Borrower shall pay any recordation costs.  22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.
	receiver's bonds and reasonable a corneys' fees, and then to the sums secured by this Security Instrument.  21. Release. Upon payrion of all sums secured by this Security Instrument, Lender shall release this Security
	the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the coats of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
	prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be a titled to enter upon, take possession of and manage the Property and to collect the rents of
	Lender shall be en it's of to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, r. a able atterneys' fees and costs of title evidence.  20. Lender in Pos, ession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
	defore the dat: s.ecified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument by judicial proceeding.
	inform Bortyy er of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nor- existence of a cefault or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or
	and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
	unless applicable haw provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
	19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17
	MON-DALLOR'S COAFAVAIZ DOLLOMEL BUD DEBUGL INLINGL COAGUBUL BUD BELGG SZ LOHOMZ:

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may 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 mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall prompt

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

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

Note; third, to amounts payable inder paragraph 2; fourth, to interest due; and last, to principal due.

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

receipts evidencing the payments.

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

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

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, so rower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the incurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, 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 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

requesting payment.

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

18, Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

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

federal law as of the date of this Security Instrument.

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural interest in it is sold or transferred and Borrower is not a natural

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security anstrument and the

Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Institution or the Note

15. Governing Law; Severability. This Security Instrument shall be governed by fede al. aw and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Secu. its Instrument or the in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lander when given as provided Property Address or any other address Borrower designates by notice to Lender. Any actice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by totice to Borrower. Any notice

14. Notices. Any notice to Borrower provided for in this Security Instrumen shall be given by delivering it or by mist class mail unless applicable law requires use of another method. The notice shall be directed to the 71 Aqengeneq

may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

13. Legislation Affecting Lender's Rights. If enactment of applicable laws has the effect of rendering any provision of the Mote or this Security Instrument unenforceable according to its terms, Lender, at its option, partial prepayment without any prepayment charge under the Note

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 refu id reduces principal, the reduction will be treated as a charges, and that law is finally interpreted so that the princest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded If the loan secured by this security Instrument is subject to a law which sets maximum loan 12, Loan Charges.

that Borrower's consent. the sums secured by this Security Instrument; 2.1 (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

11, Successors and Assigns Found; Joint and Several Landers. The covenants and agreements of paragraph 17. Successors and Assigns Loint and Several Lander and Borrower, subject to the provisions of paragraph 17. Borrower, soovenants and several has joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey fustrument 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 u.de., the terms of this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property u.de., the terms of this Security Instrument; (b) is not personally obligated to pay that some pay that Borrower's interest in the Rotrement of this Sorrower and any this Borrower are any again to attend shall not be a waiver of or preclude the exercise of any right or remedy.

by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy 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 interest of Borrower an ill mat operate to release the liability of the original Borrower or Borrower's successors in interest. modification of any in ation of the sums secured by this Security Instrument granted by Lender to any successor in

postpone the due de to the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or Unless L' neler and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

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

paid to Borrower.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately 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 this security Instrument shall be reduced by the total amount of the property of the property of the property of the sums secured by the total amount of the property of t

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in fleu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the It Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

# UNOFFICIAL COPY 6

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

4th day of April THIS ADJUSTABLE RATE RIDER is made this 89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to First Federal Savings Bank of Indiana Rate Note (the "Note") to

the Security Instrument and located at:

(the "Lender") of the same date and covering the property described in 526 WEST ROSCOE UNIT A2, CHICAGO, IL 60657

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOR-AND THE MINIMUM RATE I MUST PAY. ROWER 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 RALL AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10,0000 %. 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

April 94 and on that day The interest rate I will pay may on age on the first day of every 12th month thereaster. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

## (C) Calculation of Changes

Refore each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three-Fourth percentage points (2.7500%) to the Cur ent Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until he next Change Date.

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

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.0000 % or less than 8,5000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding welve months. My interest rate will never be greater than 16.0000 %. OR LESS THAN 8.5000 8,5000 interest rate will never be greater than

(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 priyment changes

## (F) Notice of Changes

The Note Holder 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.

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not 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.

# **UNOFFICIAL COPY**

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Bollower		BUCKLEY	EVELYN M.		Sur E
- She	TO W	BEOMNE .	GABRETY P.		
(Seal)		2011	a XTHURATI		<u>&gt;</u>

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

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ag 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 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.

# UNGEREIGHAL GOOPY

THIS CONDOMINIUM RIDER is made this4th day of April	1989
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Sec	urity Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's No FIRST FEDERAL SAVINGS BANK OF INDIANA	te to(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:  526. West_Roscoe_Unit_A2,_Chicago,_II, 60657	,,,,,
The Property includes a unit in, together with an undivided interest in the common elements of, a condor	minium project
known as: BELMONT HARBOR I CONDOMINIUM	
[Name of Condominium Project]	
(the "Condominium Project"). If the owners association or other entity which acts for the Condominiu	m Project (the

(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. Contoninium 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 Ins. ray.ce. 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 heard insurance on the Property; and

(ii) Borrower's obligation of der 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 rotice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard in urance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common element, 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 accepts ble 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 no eby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Institution as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after ratice to Lender and with Lender's prior written

consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents it the provision is for the express benefit of Lender:
  - (iii) termination of professional management and assumption of self-management of the Owners Association;

or

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, the "ender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrowe. Socied 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 leading payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

GARRETT P. BROWNE

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EVELYN M. BÚCKLEY

## UNOFFICIAL COPY 6

Borrower will pay principal and interest by making payments every

3. PAYMENTS
A place of Payments
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Opon payment in full of all sums secured by the Security Instrument.

Jender at the trime of application by Lender, any Funds held by Lender. If under Paragraph 19 the property is sold or acquired by Lender. If under Paragraph 19 the property is sold or acquired by Lender. If under Paragraph 19 the property is sold or acquired by Lender at the Property of its acquired by the Security summediately prior to the sale of the Property of all sums secured by Funds held by the Security.

Periodically an escrow analysis is performed by the Lender. It the amount of the Funds held by Lender, together with the future bi-weekly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the Borrower or credited to Borrower on bi-weekly payments of Funds. This option is only available whenever the Lender Funds either repaid to Borrower or credited to Borrower on bi-weekly payments of Funds. This option is only available whenever the Lender performs their periodic analysis of the escrow account. If the amount of Funds, This option is only available whenever the Lender payments of Funds the factor of Funds. This option is only available whenever the Lender amount of Funds held by Lender for more payments as required by Lender.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow thems. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender tays Borrower interest on the Funds and applicable law permits Lender tays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agreement is made or appliable law requires on the Funds. Unless an agreement is made or appliable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. The Funds are pledged as interest or earnings on the Funds. The Funds are pledged as interest or earnings on the Funds. The Funds are pledged as interest or earnings on the Funds.

Funds for Taxes and Insurance. Subject to the applicable law or to a written wriver by Lender, Borrower shall pay to Lender on the day bi-weekly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twenty-fourth of: (a) yearly haves and assessments which may attain priority over this Security Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called current data and resonable setimate the Funds due on the basis of "escrow items". Lender may estimate the Funds due on the basis of "escrow items". Lender may estimate the Funds due on the basis of "escrow items". Lender may estimate the Funds due on the basis of "escrow items". Lender may estimate the Funds due on the basis of "escrow items". In any: "escrow items." In any: "escrow items." In a spread as follows: "any accrued interest will be collected and the remainder of the payment will be applied to permit any in a specific section in the section in the specific section in the specifi

as follows:

Uniform Covenant 2 of the Security Agreement is amended to read

A. Funds for Taxes and Insurance

ADDITIONAL COVERANTS. In addition to the covenants and Lender further covenant and agree as follows:

(Property Address)

This BI-WEEKLY PAYMENT RIDER is made this Ath day

of April , 19 ,89and is incorporated into and shall be
deemed to amend and supplement the Mortgage, Deed of Trust or
the undersigned (the "Security Instrument") of the same date given by
the undersigned (the "Security Instrument") of the same date given by
the undersigned (the "Security Instrument") of the same date given by
of the same date and covering the property described in the Security
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(For Security Instrument)
(For Security NOTE RIDER

Borrower will make bi-weekly payments beginning April 14th

19 .89Borrower will make these payments every two (1) weeks until

Borrower has paid all bit the principal and interest ind any other charges described below that Borrower may owe under the Note. Borrower's bi-weekly payments will be applied to interest before principal. If on October, 28, 2011, Borrower still owes amounts under the Note, Borrower will pay those amounts in full on the date, which is called the "maturity date"

Borrower will make Borrower's bi-weekly payments at 8400 Louisiana, Box 11110, Merrillville, Indiana 46411 or a different place if required by the holder of the Note. Borrower authorizes Lender to deduct each bi-weekly payment from Borrower's checking and/or savings account or accounts maintained with Lender on the payment due date.

- B) Amount of Bi-Weekly Payments
- Borrower's bi-weekly payment will be in the amount of U.S. \$ 136.934. BORROWER'S RIGHT TO REPAY

Borrower has the right to make payments of principal at any time before they are due. A payment of principal is known as a "prepayment". When Borrower makes a prepayment, Borrower will tell the holder of the Note in writing that Borrower is doing so.

Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. The holder of the Note will use all of Borrower's prepayments to reduce the amount of principal that Borrower owes under the Note. If Borrower make a partial prepayment, there will be no changes in the dus date or in the amount of Borrower's bisweekly payment unless the holder of the Note agrees in writing to those changes.

- 6. BORROWER'S FAILURE TO FAY AS REQUIRED
  - A) Late Charge for Overdue Tayments

If the holder of the Note has rcc received the full amount of any bi-weekly payment by the end of 15 calendar days after the date it is due, Borrower will pay a lite charge to the holder of the Note. The amount of the charge will be 5% of Borrower's overdue bi-weekly payment of principal and interest. Borrower will pay this late charge promptly but only once on each late payment.

B) Default

If Borrower does not pay the full amount of Porrower's bi-weekly payment on the date it is due, Borrower will be in default.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Bi-Weekly Payment Note Rider.

GARRETA P. BROWNE Borrower

Dielm M. Bruttle (Seal)

EVELYN M. BUCKLEY Parrower

\_\_\_(3.al) Borrower

(SIGN ORIGINAL ONLY)