87

# UNOFFICIAL COPY 89264204

COOK COUNTY, ILLINOIS FILED FOR RECORD

**BOX 169** 

1989 JUN 12 AM 11: 53

89264204

This instrument prepared by and should be returned to:

[Space Above This Line for Recording Data]

MORTGAGE

\$16.00

NANCY L. McGUIRE
The First National Bank of Chicago
1901 S. Meyers Road
Suite 430

Oakbrook Terrace, IL 60181

| THIS MORTCAGE ("Security Instrument") is given on JUNE 5 The mortgagor is MARIA V. MUNOZ, UNMARRIED FEMALE NEVER HAVING   | E BEEN MARRIED ,1899  |
|---|---|
| This Security It strument is given to   | ("Borrower").  AL BANK OF CHICAGO ATES OF AMERICA D. ILLINOIS 60670  note dated the same date as this ebt, if not paid earlier, due and pay- (a) the repayment of the debt evi- (b) the payment of all other sums, strument; and (c) the performance te. For this purpose, Borrower does located in WOK  NEATED ON SURVEY  OF EVANSTON, A  113, TOWNSHIP 41 T OF SECTION 18, DIAN, WHICH SURVEY |
| IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM REC<br>24225503; TOGETHER WITH ITS UNDIVIDED PERCLAVAGE INTEREST IN<br>ELEMENTS, IN COOK COUNTY, ILLINOIS. | 750<br>750  |

which has the address of Street; (Street) FEAL ESTATE TAX I.D. #: 11-18-328-018-1014

| City 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 fawfully 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.

3264204

MY COMMISSION EXPIRES 9/21/92

| Separation State (SIJBUG YBATOM)   |
|--|
| \$ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\  |
| Modern Public  |
| o do Joseph o non  |
| chies: יהיל איינו יפיניי   |
| Given under my hand and official seal, this day of   |
| displays negatifunsporting but seem add toll for vastaulou bar seed. SESH as resemble  |
| ppeared before me this day in person, and acknowledged that . SHE signed and delivered the said  |
| ersonally known to me to be the same person(s) whose name(s, subscribed to the feregoing instrument,   |
|  |
| PRINTY that MARIA V. MINOZ. UNMARRIED. FEMALE, NEVER, HAVING, BEEL, W.PRIED.   |
| ( The Uniderstance of a Notary Public in and for sa'd county and state, do hereby  |
| TATE OF ILLINOIS, COOK County ss:  |
|  |
| [Space Below This Line For Acknoy ledt ment]   |
| 19WOTIGE-  |
| (lsel)   |
| 0/   |
| (lso2)   |
| (1**-3)  |
| Вошомы   |
| (lise)   |
| " (70NIONI "A STITULI  |
| MARIA V. MINOZ -BOTTOWET   |
| The Minimum of the second of t |
| ly Signing Below, Borrower accept, and agrees to the terms and covenants contained in this Security Instrugent and in any rider(s) executed by Borrower and recorded with it.  |
| ly Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instru-  |
|  |
| Other(s) (specify)   |
| Graduated Payment Rider   Planned Unit Development Rider   |
| Addendum to Adjustable Rate Rider  |
| X Adjustatie Pate Rider X Condominium Rider 2-4 Family Rider   |
| art of this See at Instrument. [Check applicable box(es)]  |
| nd shall amend ind supplement the coverants and agreements of this decumbring in the meria) were a   |
| 23, Allers to this Security Instrument, the covenants and agreements of each such rider shall be incorporated into ogether with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into   |
| 22, Walver of Homestead, borrower waives all right of homestead exemption in the property.   |
| ly instrument without charge to Borrower, Borrower shall pay any recordation costs.  |
| ecured by this Security Instrument. 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Secur-  |
| mitted to, receiver's fees, premiums on receiver's bonds and reasonable attorneys rees, and then to the sums   |
| oplied first to dryment of the costs of management of the Property and confection of rents, including, our nor   |
| y judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and o collected by Lender or the receiver shall be  |
| my time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or  |

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law 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 date specified in the default must be cured; and (d) that failure to cure the date the order the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Instrument, foreclosure by judicial proceeding and the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require may foreclose this Security Instrument by judicial proceeding. Lender said to collect all may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all easonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19, including, but not limited to, any time prior to the expiration of any perior following judicial sale, Lender (in person, by agent or any time prior to the expiration of any perior following judicial sale, Lender (in person, by agent or surprior).

from Lender to Borrower requesting payment.

Any amounts dibursed 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 be payable, with interest, upon notice

have to do so. 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 and 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

extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or c., at the farmount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance politicis 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 importance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property; Leaseholds. Borrower shall not destroy instrument is substantially change the Property; Leaseholds. Borrower acquires fee title to the on leasehold, Borrower shall not merge unless Lender agrees to the merger in writing. 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; Morrgage Insurance. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property; Morrgage Insurance. If Borrower fails to perform significantly affect Lender's rights in the Property; approach or the 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 or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount

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 raincipal shall not bender's opinion operate to prevent the endired may be be lien in a manner acceptable to Lender; (b) agrees in writing to the payment of the bins a secured by the lien in a manner acceptable to Lender; (b) agrees in writing to the payment of the bins as centred by the lien in a manner acceptable to Lender; bender allowed a lien by, or defends a lien succeptable to the broperty; or (c) acceptable to the broperty; or (c) acceptable to the broperty in the bolder of the lien as greement strist actory to Lender aubordinating the lien to this Security lastrument. Lender determines that any part of the Property; or the ground the bolder determines that any part of the Property in the stripping of more of the actions set forth above with 10 days of the giving of notice.

5. Hazard Insurance

5. Hazard Insurance

6. Benower shall keep the improvements now existing or hereafter erected on the ground in the actions set forth above with 10 days of the giving of notice.

6. Hazard Insurance

5. Hazard Insurance

6. Bender requires insurance carrier providing the insurance shall be measured acceptable to the giving or hereafter to Lender shall reprove the providing the insurance shall be mount and to be more about the periods that the property insurance policies and enconed shall be measured in the amounts and for the periods that lies insurance carrier providing the insurance shall be mounted to be acceptable to Lender about the surface of the giving of the encountry insurance shall promptly or the surface and benefit and the certification of height in the extender of the content of the periods that the extender and the surface of the insurance carrier and Lender. Lender may make proceeds and the approver shall promptly by borrower and the surface to the insurance carrier and benefit and the certification of repair is economically feasible to Lender's accurity is not repair of the proceeds and Borrower abandons the Property of to pay and security in an of resonation of the carrier and the surface and surface and surface and

promptly furnish to Lender receipts evidenting the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b)

4. Charges; Liens. B. revwer 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 the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time di, ectly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid und or this paragraph. If Borrower makes these payments directly, Borrower shall notices of amounts to be paid und or this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender.

required by henger.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Bornower any Funds held by Lender, I under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no late, that immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

ander paragraphs I and Savell be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to impropayment charges due under the Note; third, to impropay ment charges due under the Note; third, to impropay and last, to principal due.

required by Lender. Burrower snall pay to Lender any amount necessary to make up the deficiency in one or more payments as excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly pay. ments of Fueds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due,

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 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 and the Funds and agreement credits and debits to the Funds and the Funds showing credits and debits to the Funds and the Funds showing pledged as additional security for the sums secured by this Security Instrument. It the atmas security for the sums secured by this Security Instrument. It the Funds payable prior to the funds and a additional security for the sums secured by this Security Instrument. It the funds payable prior to the due dates of the sums abed by Lender, together with the future monthly payments of Funds payable exceed the amount of the Funds paled by Lender, together with the future monthly payments of 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's option, either promptly repaid to Borrower or credited to Borrower's option, either promptly repaid to Borrower or credited to Borrower's or the control to the the control or the the control or the payments of the excess the control or the control or the tender or credited to borrower's or the control or credited to borrower or credite

Oue under the foote.

2. Funds for Taxes and Insurance.
Subject to applicable law or to a written warver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to 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, if any. These items are called "esectow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escriw items." The Funds shall be field in an institution the deposits or accounts of which are insured or guaranteed by a federal or state avency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the federal or state avency (including Lender if such an institution). Lender shall be held in an institution is a institution, Lender shall be read or guaranteed by a federal or state avency (including Lender if such an institution). Lender shall be be need to be and a federal or guaranteed by a federal or state avency (including Lender if such an institution). Lender shall be need to be a federal or guaranteed by a federal or state avency (including Lender if such an institution). Lender shall be need to be a federal or guaranteed by a federal or state avency (including Lender if such as institution). Lender shall be need to be a federal or guaranteed to a federal or guaranteed to be a federal or guaranteed to be a federal or guaranteed to be a federal or guaranteed to pay the federal or guaranteed to be a federal or guaranteed to guaranteed to guaranteed to guaranteed to be a federal or guaranteed to guaranteed to guaranteed to guaranteed

UNIFORM COVENANTS. Borrower and Lender 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 Vote.

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspec-

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation,

are hereby assigned and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount

of such payments

10. Borrower Not Released; 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 amortization of the sums secured by this Security Instrument by reason of any circle or present of the sums secured by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or

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, The covenants and subject to the provisions of paragrap'. 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Institute that does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally of it ated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrowei may agree to extend, modify, forbear or make any accommodations

agrees that Lender and any other Borrowei may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by his Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, hen: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Bor ower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enacting the expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument arenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secure? By this Security Instrument and may invoke

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

the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Listrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to

Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provinces of this Security Instrument or the Note which can be given effect without the conflicting provision. To this erio 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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remédies permitted by this Security Instrument without further notice or demand on Bor-

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

## UNOFFICIAL GOPY OF CONDOMINIUM RIDER

| day of JUNE 1989 1989 1989 1989 1989 1989 1989 198   |
|--|
| rity Instrument and located at:  differest in the common elements of, a condominium project  wherest in the common elements of, a condominium project  there entity which acts for the Condominium Project (the or use of its members or shareholders, the Property also uses, proceeds and benefits of Borrower's interest.  analts and agreements made in the Security Instrument, at an all of Borrower's obligations under the Condominium ats' are the: (i) Declaration or any other document which lations; and (iv) other equivalent documents. Borrower shall cant to the Constituent Documents.  In maintains, with a generally accepted insurance carrier, a ich is satisfactory to Lender and which provides insurance ands Lender requires, including fire and hazards included that 2 for the monthly payment to Lender of one-twelfth of perty; and and 5 to maintain hazard insurance coverage on the Property wided by the Owners Association policy, required hazard insurance coverage.  The detection of the coverage of the property wided by the Owners Association policy.  The detection of the coverage of the property wided by the Owners Association or repair following a loss to the deeds payable to Borrower are hereby assigned and shall be   |
| inium Project] Inther entity which acts for the Condominium Project (the or use of its members or shareholders, the Property also uses, proceeds and benefits of Borrower's interest. Interest and agreements made in the Security Instrument, and after the Condominium ats' are the: (i) Declaration or any other document which lations; and (iv) other equivalent documents. Borrower shall late to the Constituent Documents.  In maintains, with a generally accepted insurance carrier, a ich is satisfactory to Lender and which provides insurance ards Lender requires, including fire and hazards included that 2 for the monthly payment to Lender of one-twelfth of perty; and and to the Owners Association policy.  In a first project (the Property wided by the Owners Association policy.  In a first project (the Property wided by the Owners Association policy.  In a first project (the Property wided by the Owners Association policy.  In a first project (the Property wided by the Owners Association policy.  In a first project (the Property wided by the Owners Association policy.  In a first project (the Property wided by the Owners Association policy.  In a first project (the Property and project) (the Owners Association policy.  In a first project (the Property and project) (the Owners Association policy) (t |
| ther entity which acts for the Condominium Project (the or use of its members or shareholders, the Property also uses, proceeds and benefits of Borrower's interest.  In all of Borrower's obligations under the Condominium ats' are the: (i) Declaration or any other document which lations; and (iv) other equivalent documents. Borrower shall cant to the Constituent Documents.  In maintains, with a generally accepted insurance carrier, a ich is satisfactory to Lender and which provides insurance ands Lender requires, including fire and hazards included than 2 for the monthly payment to Lender of one-twelfth of perty; and the total maintain hazard insurance coverage on the Property wided by the Owners Association policy.  Trequired hazard insurance coverage.  The coverage of the property wided by the Owners Association policy.  Trequired hazard insurance coverage.  The coverage of the property wided by the Owners Association policy.  Trequired hazard insurance coverage.   |
| m all of Borrower's obligations under the Condominium its" are the: (i) Declaration or any other document which lations; and (iv) other equivalent documents. Borrower shall pant to the Constituent Documents. On maintains, with a generally accepted insurance carrier, a fich is satisfactory to Lender and which provides insurance ards Lender requires, including fire and hazards included that 2 for the monthly payment to Lender of one-twelfth of perty; and int 5 to maintain hazard insurance coverage on the Property wided by the Owners Association policy, required hazard insurance coverage. The seeds in lieu of restoration or repair following a loss to the needs payable to Borrower are hereby assigned and shall be   |
| y Instrument, with any excess paid to Borrower. h actions as may be reasonable to insure that the Owners ole in form, amount, and extent of coverage to Lender. or damages, direct or consequential, payable to Borrower in part of the Property, whether of the unit or of the common ereby assigned and shall be paid to Lender. Such proceeds trument as provided in Uniform Covenant 9.  It after notice to Lender and with Lender's prior written cominium Project, except for abandonment or termination ther casualty or in the case of a taking by condemnation or muent Documer as if the provision is for the express benefit of assumption of sent-remagement of the Owners Association; thereing the public liability insurance coverage maintained by mes and assessments when due, then Lender may pay them, become additional debt of Borrower secured by the Security payment, these amounts shall bear interest from the date of  |
| upon notice from Lender to Borrower requesting payment.  nd provisions contained in this Condominium Rider.  |
| Maria V. Munoz (Seal)  MARIA V. MUNOZ  (Seal)  Borrower  |
|  |

Property of Cook County Clerk's Office

|   |   | ADJUSTABLE HA   | HE RIDER TO MORTG   | AGE   |                                |                       |  |
|---|---|---|---|---|--------------------------------|-----------------------|--|
| u   | ncorporate<br>indersigne                | his ADJUSTABLE RATE RIDER TO MORTGA<br>ed into and shall be deemed to amend and suf<br>ed ("Borrower") to secure the Borrower's Adj<br>of the same date and covering the property o   | oplement the mortgage of thus ustable Rate Note ("Note")                                    | e same date ("Mor to The First Nation         | tgage") give                   | n by the              |  |
| -   | 910-1                                   | GREENWOOD, EVANSTON, ILLINOIS 60  | 0201<br>perty Address)  |   |                                |                       |  |
| Ţ   | HE NOTE                                 | CONTAINS PROVISIONS ALLOWING FOR C  | HANGES IN THE INTEREST  | RATE AND THE M                                | ONTHLY PA                      | YMENT.                |  |
| T   | he Note p                               | provides for an initial interest rate of 10 ection 4 of the Note provides for changes in the  | 0.750 % and a first Ch  | ange Date of JUI                              | Y 1,                           |                       |  |
| "4. INTEREST RATE AND MONTHLY PAYMENT CHANGES |   |   |   |   |                                |                       |  |
| 1   |   | Geriete.  Interest rate I pay will change based on movem ribed in Section 4(E)).  | ents of the Index (described  | in Section 4(C)) and                          | d rate chang                   | e limita-             |  |
| 1,  | •                                       | Change Dates  |   |   |                                |                       |  |
| a<br>tt                                       | The ir                                  | nterest rate I pay may change on the first Chang<br>y interest rate could change is called a "Chang<br>nt may change on the irst day of the month t   | je Date". Since interest is coll  | lected in arrears, the                        | ange Date. E<br>amount of n    | ach day<br>ny mon-    |  |
|   |   | The Index.  |   |   |                                |                       |  |
| C   | hange Da                                | ining with the first Change Date, my interest ritle cannot be predicted, the Inde cival be for the  | e month of APRIL  | 1 <b>9</b> 89 was                             | 10.130                         | %.                    |  |
| a<br>b  | aded in the<br>nd as avai<br>ased on th | Index" is the monthly average yield, ext resset<br>e secondary market, as published in the reder<br>liable from the Lender and the Federal Recer<br>e most recent Index available at the end of the<br>older will choose a new index and will give me | al Reserve's statistical releas<br>ve Bank of Chicago. The ne<br>month preceding the Change | e H-15 and the Fede<br>w rate for each six r  | eral Reserve<br>month period   | Bulletin<br>d will be |  |
|   | (D)                                     | Calculation of Changes.   | 0,  |   |                                |                       |  |
| Т   | Before<br>he Note H                     | e each Change Date, the Note Holder will calcu<br>lolder will then apply the limits in Section 4(E)   | late my new interest rate by a<br>. The result will be my new i                             | dding 2.6 percentag<br>nterest rate until the | e points to th<br>a next Chanç | e Index.<br>ge Date.  |  |
|   | ny loan in s                            | each interest rate change, the Note Holder will d<br>substantially equal payments by the maturity d<br>cordance with Section 4(G).  | etermine the new amount of<br>ate. I will be recalled of each                               | the monthly paymen<br>change in my intere     | it necessary<br>st rate and fo | to repay<br>oan pay-  |  |
|   | -                                       | Limits on Interest Rate Changes.  |   |   |                                |                       |  |
| th<br>fr                                      | nam_non_                                | e first Change Date, the interest rate will not inc<br>_ percentage points. On any Change Date afte<br>le in effect by more than one (1) percentage p   | er the first Change Date, the i.  | carest rate will not in                       | ncrease or di                  | ecrease               |  |
| 5 -4  |   | g the life of the loan, the interest rate will no centage points.   | t increase from the initial ra  | ite set fruit in Sec                          | tion 2 by mo                   | ore than              |  |
|   | (F)                                     | Effective Date of Changes.  |   | 1)5.  |                                |                       |  |
| tı  | My ne<br>rst monthl                     | w interest rate will become elfective on each C<br>y payment date after each Change Date until  | hange Date. I will pay the am<br>the amount of my monthly p                                 | ount of my new incr<br>ayment changes 1       | nthiy paymen<br>⊋≀in,          | it on the             |  |
|   | (G)                                     | Notice of Changes.  |   |   | <b>.</b>                       | q                     |  |
| С   | The N<br>hange in r                     | ote Holder will mail me a notice of any rate chany monthly payment. This notice will include uning this ADJUSTABLE RATE RIDER TO MO   | nange at least 25 days but n<br>all information required by l                               | o more than 120 da<br>aw.                     | ays before th                  | iere is के            |  |
|   | By sig                                  | ning this ADJUSTABLE RATE RIDER TO MO   | RTGAGE, Borrower agrees   | to all the terms here                         | eof.                           | \$02£                 |  |
|   |   |   |   | Munoz   | Borrower                       | [Seal]                |  |
|   |   |   | MARIA V. MUNOZ  |   |                                |                       |  |
|   |   |   |   |   | Borrower                       | (Seal)                |  |
|   |   |   |   |   | Borrower                       | (Seal)                |  |
|   |   |   |   |   | Borrower                       | [Seal]                |  |

Property of Cook County Clerk's Office