ept-41 \$444 tran 8398 86/20/89 1 \$6114 # D #-89-279 COOK COUNTY RECORDER

MORTGAGE

0894329

THIS MORTGAGE ("Security Instrument") is given on JUNE 15, 19 89 The mortager is MICHAEL J. FLYNN A BACHELOR AND MARK W. HETZLER A BACHELOR

("Borrower"). This Security Instrument is given to HOUSEHOLD BANK fish, A FEDERAL SAVINGS BANK

which is organized and chiring under the laws of THE UNITED STATES OF AMERICA

, and whose address is

255 EAST LAKE STREET, BLOOMINGDALE, IL 60108

("Lender").

County, Illinois:

Borrower owes Lender the principal cam of SIXTY SIX THOUSAND FOUR HUNDRED AND NO/100------

-----Dollar (U.S. \$ 66,400.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not This Security Instrument paid earlier, due and payable on paid earlier, due and payable on Juny 1 200 This Security Instrument secures to Lender: (a) the repayment of the delice idenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borloy er's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mort, age, grant and convey to Lender the following described property

COOK located in

UNIT 34-F TUGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE CUMMON ELEMENTS IN HALIBU CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 206866341, IN EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, MANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUK COUNTY, ILLINOIS.

PIN# 14-05-215-015-1302 VOL 472

which has the address of

6007 SHERIDAN ROAD UNIT 34F

CHI CAGO

Illinois

60660

("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."

BURROWER 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.

\$17.00 MAIL

-6F(RL) 198011

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT VMP MORTGAGE FORMS + -313 293 8100 + 1800 521 7291 Form 3014 12/83

	PREPARED BY: WALTER O. SAUL, JR.					
	Motary Public. State of Himois My Commission Expires 3/18/90					
	Themsa A Grane					
oddy Ysiok	"OŁEICIVI ZEVI"					
The house to be and	My Commission expires: 3/1 \$ /9U					
e8 ^{e1} . anul ^{lo Kab} HTEI sin	Given under my hand and official seal, the					
	set forth.					
THEIR free and voluntary act, for the uses and purposes therein	signed and delivered the said instrument as					
red before me this day in person, and acknowledged that T heY	subscribed to the foregoing instrument, appea					
known to me to be the same person(s) whose name(s) ARE	, personally					
A BACHELOR AND MARK W. HETZLER A BACMELOR	до ресеру сестіўу граг МІСНУЕГ 1° ЕГУИИ					
, a Motary Public in and for taid county and state.	. THE UNDERSIGNED					
Q _A	•					
County ss:	STATE OF ILLINOIS,					
O.c						
- Selow films for Actions and automotion and automotion a	Ded\$]					
(IE32)						
(P3)						
(Iss2)						
(103)						
HEISTER A BYCHELOR ——60-10461						
- John Jan Jan 1918						
MICHYET TO ELYNN BACHELOB - For control (Scal)						
	Instrument and in any rider(s) executed by Sorror					
and agrees to the terms and covenants contained in this Security						
	Otheris) (specify)					
Manned Unit Development Rider						
Condominium Rider	Instrument: {Check.rpolicable box(es)}					
his Security Instrument as if the rider(s) were a part of this Security	supplement the novenants and agreements of t					
one or more riders are executed by Borrower and recorded together with ements of each such rider shall be incorporated into and shall amend and						
es all right of homestead exemption in the Property.	22. Waiver of Homestead. Borrower waiv					
secured by this Security Instrument, Lender shall release this Security.	Instrument without charge to Borrower. Borrowe					
nd then to the sums secured by this Security Instrument.	receiver's bonds and reasonable attorneys' fees, at					
collected by Lender or the receiver shall be applied first to payment of the tion of receiver's fees, premiums on						
appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the renty of						
ion under paragraph 19 or abandonment of the Property and at any time- tion following judicial sale, Lender (in person, by agent or by judicially						
costs of title evidence.	Lenger snatt oe entitied to collect an expenses in but not limited to, reasonable attorneys' fees and					
nd and may foreclose this Security Instrument by judicial proceeding.	this Security Instrument without further dema					
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 immediate payment in full of all sums secured by						
eccleration and the right to assert in the foreclosure proceeding the non-	inform Borrower of the right to reinstate after a					
ore the date specified in the notice may result in acceleration of the sums. by judicial proceeding and sale of the Property. The notice shall further	and (d) that failure to cure the default on or befo					
notice shall specify: (a) the default; (b) the action required to cure the date the notice is given to Borrower, by which the default must be cured:	default: (c) a date, not less than 30 days from the					
itity Instrument (but not prior to acceleration under paragraphs 13 and 17	- breach of any covenant or agreement in this Secu					
2'remorted gainollot noiterelecation following Borrower's	19. Acceleration; Remedies. Lender shi					

NOVE ARORA COVENATS Borrower and Lender further covenant and agree as follows:

HORSEHOLD BANK ESP

OT JIAK

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection

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

assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is a ith prized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured or 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 or crate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bour 2; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the arrows of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) r grees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this 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, then: (a) say such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to noke this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security has furner 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 Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The name 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 Londer. 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 lay, and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security List rument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one 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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

18. Borrower's Right to 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

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold.

Borrower shall not destroy, damage or substantially ** 6. Preservation and Maintenance of Property; Leaseholds.

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security. under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of he payments. If

Unless Cender and Borrower otherwise agree in writing, any application of proceeds to principal chall not extend or

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The \mathcal{S}_{r} -day period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender (12, 13)e insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any elects paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lenue, is security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borror er all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender recurses, Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause

unreasonably withheld.

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

5. Hazzard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien of the or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority ver this Security Instrument, Lender may give Borrower a agreement satisfactory to Lender subordinating the lier to this Security Instrument. If Lender determines that any part of present the enforcement of the lien or forfeiture of integral of the Property; or (c) secures from the holder of the lien an faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation required by the lien in a manner acceptable to Lender; (b) contests in good

Borrower shall promptly discharge 2.14 lien which has priority over this Security Instrument unless Borrower. (a)

receipts evidencing the payments.

pay them on time directly to the person away payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall Note: third, to amounts payably under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Evironer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any Roperty which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any Roperty which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any Roperty which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any Roperty which may attain priority over this Security Instrument, and leasthold payments or ground rents.

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

application as a crecing grant the sums secured by this Security Instrument.

any Funds held Ly Lynder If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately goes to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

Upon political in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge. that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal basis of current data and reasonable estimates of future escrow items.

mortgage insurance premiums, if any. These items are called "eserow items." Lender may estimate the Funds due on the leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 2. Funds for Taxes and Insurance. Subject to applicable law or to a written wars et 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

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

UNIFORM COVENANTS Borrower and Lender coverant and agree as follows:

(B) Calculation of Fixed that OFFIC IAL COPY
My new, fixed interest rate was seed in the Federal Matter Miningle Association Correct

net yield as of a date and time of day specified by the note holder for (i) if the original term of this note is greater than 15 years, 30-year fixed rate mortgages covered by the applicable 80-day mandatory delivery commitments, plus _5/8___ of one percentage point (_0.625___%), rounced to the nearest one-eighth of one percentage point(0.125%), or (ii) if the original term of this note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus _5/8__ of one percentage point(0.625___%), rounded to the nearest one-eighth of one percentage point(0.125%). If this required net yield cannot be determined because the applicable commitments are not available the Note Holder will determine my interest rate by using comparable information. My new rate calculated under Section 5(3) will not be greater than the Maximum Rate stated in Section 4(0) above.

(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. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower Acroises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covariation of the Security Instrument is amended to read as follows:

Transfer of the /rinperty or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in & is sold or transferred (or if a be inficial 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 a loader if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option it. (a) Borrowing causes to be submitted to Lender information required by Lender to evaluate the intended transferrer as if a new loan were being mart's to the transferrer; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the rist is 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 transfers. In fight an assumption agreement that is acceptable to Lender and that obligates the transferse 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 release.) Borrower in writing.

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 for a the date the notice is delivered or maled within which Borrower must pay all sums secured by this Security Institute of the Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by at is Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the concitions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security argument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Buc of the: 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 nust pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may smoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

MIDIE	(Seal)
MICHAEL J FEYNN	-Вопоже:
JOHNIK WHETZLER	(Seal) -Sorrower
	(Seal) -Borrower
	(Seal)

) A THE CO

Property of Cook County Clerk's Office

9279742

...

UNOMPOWINA RIDEROPY

THIS CONDOMINED RIDER is made this 15th day of June 1989	, and is
THIS CONDOMINUM RIDER is made this 15th day of June 1989 1989 incorporated into and shall be deemed to amend and supplement the Morigage, Deed of Trust or Security Deed (the "Security I	•
the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to	
HOUSEHOLD BANK, f.s.b.	(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:	
6007 SHERIDAN RD 34F CHICAGO, IL 60660	
[Property Address]	
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known a	s :
MALIBU CONDOMINIUM [Name of Condomination Project]	
The Condensation Contest? If the annexe reposition as other authoritish acts for the Condensation Decise (the Condensation	eraciation*1
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners A holds tale to the property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest it Association and the use of proceeds and benefits of Borrower's interest.	-
CONDOMINIUM CO*/E) LANTS. In addition to the convenants and agreements made in the Security Instrument, Borro further covenant and agree as af an a:	ower and Lender
A. Condominium Obligation s. Borrower shall perform all of Borrower's obligations under the Condominium Project's	i Constituent
Documents. The "Constituent Documerus" are the: (i) Declaration or any other document which creates the Condominium Proje	
(a) by-lews; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and imposed pursuant to the Constituent Documents.	assessments
B. Hazard Insurance. So long as the cryiners Association maintains, with a generally accepted insurance camer, a "m	aster" or
"blanket" policy on the Condominium Project which is Jak factory to Lender and which provides insurance coverage in the amorpheriods, and against the hazards Lender requires, incl. ding fire and hazards included within the term "extended coverage", then:	unts, for the
(i) Lender waives the provision in Uniform Cramant 2 for the monthly payment to Lender of twelfth of the yearly	r
premium installments for hazard insurance on Jry, property, and	
(ii) Borrower's obligation under Uniform Covenant's to maintain hazard insurance coverage on the Property is de-	emed satisfied
to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.	
In the event of a distribution of hazard insurance proceeds in lieu or risk vation or repair following a loss to the Property, wh	nether to
the unit or to common elements, any proceeds payable to Borrower are hardry assigned and shall be paid to Lender for applications secured by the Security instrument, with any excess paid to Borrower.	ation to the
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners A	ssociation
maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.	
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in	connection
with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for it	•
in tieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall by applied by Lender to the sur the Security Instrument as provided in Uniform Covenant 9.	ms secured by
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lence's proc written consen	il, either
partition or subdivide the Property or consent to:	
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required b	y lew in the
case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent d	
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express be left of Ler (iii) termination of professional management and assumption of self-management of the Owners Association, or	hoer;
(iv) any action which would have the effect of rendering the public Sability insurance coverage maintained by the O	whers
Association unacceptable to the Lender.	
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. A	•
amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrume	
Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of disbursement at the Ni shall be payable, with interest, upon notice from Lender to Borrower requesting payment.	
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.	
	3
MICHAEL J FLYNN Borrows	(Scel)
MICHAEL J PATRIN / BOTTOM	BOST MILE
Thick le / Klather Sout	/Caah
SASTE DE LETTER	Bortoer

Property of Cook County Clerk's Office

(1 Year Tressury Index - Rate Caps - Fixed Rate Conversion Option)

•						
	ADJUSTABLE RATE RIDER is made this					
	orated into and shall be deemed to amend a					
	me date given by the undersigned (the "Bot HOLD BANK, f.s.b.					
	LAKE STREET			GDALE, IL 60108		
(the "Len	der") of the same date and covering the pro	operty describe	d in the Security In	strument and located at:		
6007	HERIDAN RD 34F					
CHICA	GO_IL60660					
		[FACORA]	Accress]			
MO RAT	E NOTE CONTAINS PROVISIONS A NTHLY PAYMENT. THE NOTE LI TE CAN CHANGE AT ANY ONE TH '. THE NOTE ALSO CONTAINS TH	MITS THE A	MOUNT THE E	ORROWER'S INTERE	ST R MUST	
	TTIONAL COVENANTS. In addition to venent and .grey as follows:	the covenants	and agreements m	ade in the Security Instrum	ent. Borrower	and Lender
A. ADJI	JSTABLE RATE AND MONTHLY P	AYMENT CI	HANGES			
The A	ote provides for an initial interest rate of 8.	750	%. The N	ate provides for changes in	the adjustable	le interest
rate and t	he monthly paymen's, i.s. follows:					
(A)	JSTABLE INTERE(1) RATE AND M Change Dates					
	djustable interest rate I will (sy may change					
on that di	ry every 12th month therealto: Each date	on which my a	djustable interest ra	le could change is called a	*Change Del	Je*.
Begin	The Index ing with the first Change Date, my aujuste' States Treasury securities adjusted to a lo					
	recent index figure available as of the data					
	Index is no longer available, the Note Holde I give me notice of this choice.	r will chipose a	new index which i	s based upon comparable i	nformation. 1	The Note
	Calculation of Changes each Change Date, the Note Holder will or	doubte my n m	r interest rate by ac	deg Two and Three	quarters	_ percentage
	2.750 %) to the Current i					
-	one percentage point (0.125%). Subject to t act Change Date.	he limits stated	d in Section 4(D) be	flow, this rounded amount w	rill be my nev	w interest rate
	ote Holder will then determine the amount o	• •				
	o owe at the Change Date in full on the mi		my new intere ? .ale	in substantially equal pays	sents. The re	esuit of this
calculation	will be the new amount of my monthly pay	ment.				
	Limits on Interest Rate Changes			- /		
The in 6.750	terest Rate i am required to pay at the first%. Thereafter, my interes	Change Date : it rate will neve	will not be greater to or be increased or o	han <u>10).750</u> lecressed ou any single Ch	% or ange Date by	less then more than
	stage points (2.9%) from the rate of interest	I have been po				
(E) (Effective Date of Changes					
•	w interest rate will become effective on each	_			ment beginni	ing on the
first month	ly payment date after the Change Date until	the amount of	I my monthly payme	ont changes again.	•	
	lotice of Changes					
	te Holder will deliver or mail to me a notice affective date of any change. The notice w					
	THE PARTY OF THE P			ME 10 DE CENTRO MA 2017 240		

number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The notice provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

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 fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that. (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 under the Note or the Security Instrument; and (iii) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

MULTISTATE ADJUSTABLE RATE RIDER-ARM PLAN 579 - Single Family - Fannie Mae Uniform Instrument 3111.FRM (09/00) CMS

Proberty of Cook County Clark's Office