90466003

BEFT-OL RECOPDING

\$17:50

Trom 5577 09/25/90 11:19:00 #7814 # C \*- PO-466003

COOK COUNTY PECORDER

(Space Above This Line For Recording Data)

MORTGAGE THE TERMS OF THIS LOAN

CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 10

The mort angor is

GREGORY A. IVASKA AND MARY T. IVASKA, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to COLE TAYLOR BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

850 WEST JACKSON POULEVARD CHICAGO, ILLINOIS 60607

("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED AND NO/100

Dollars (U.S. \$ 112,800.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrum nt ( Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 1997 This Security Instrument secures to Lender: (a) the repayment of the deat evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with inderest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrov er's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property County, Illinoito located in

UNIT 1237-1E IN LOFTS OF HONORE' CONDOMINIUM AS PARCEL I: DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 11 TO 20 INCLUSIVE, IN BLOCK 1, IO J. P. CLARKSON'S SUBDIVISION OF THE EAST 5 ACRES OF THE FOUTH 25 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6. TOWNSHIP 39 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 5TH DAY OF JUNE, 1990 AS DOCUMENT NUMBER 90263014 TOGETHER WITH ITS UNIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURLENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION. THE (EXCLUSIVE) RIGHT TO THE USE OF PARKING SPACE PARCEL II: (TO BE ASSIGNED) A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 90263014.

17-06-229-009 17-06-229-010 17-06-229-01 17-06-229-012: 17-06-229-054\* 17-06-229-016 VOLUME 583

**9046**6003

which has the address of

1237 NORTH HONORE-UNIT 1E

[Street]

CHICAGO

[City]

Illinois

AND TITLE (B. X1-805415-18

60622 [Zip 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

30466003

m 3014 12/83 mded 5/87

·BF(IL) alocas

VAIR ABORTGAGE FORMS + (213)293-8100 + (800/621-3293

W COLUMN TO THE REAL PROPERTY. CHICAGO, IL 40909 LIMDA CARCIA PREPARED BY: My Continuesion expires: Oiven under my hand and official seal, this & about oly Seg-lember 0361 ,d1101 198 signed and delivered the said instrument as THELR (ree and voluntary act, for the uses and purposes therein subscribed to the foregoing matrument, appeared before me this day in person, and acknowledged that T he I betsousply known to me to be the same person(s) whose name(s) ARE do hereby certify that CREGORY A. IVASKA AND MARY T. IVASKA, HUSBAND AND WIFE Sortings Sortheth a Notary Public in and for sa. d. Junty and state, County ss: [Imemphelwomba to a exit sirf woled spend] -Borrower (Seal) Borrower (Seal) -Borrower (Seal) -Bottower (Seal) and in any rider(s) executed by Borrower and coorded with it. BY SIGNING BELOW, Borrower acrepts and agrees to the terms and covenants contained in this Security Instrument AM Other(s) [specify] BALL(A)W RIDER Planned Unit Development Rider Oraduated Payment Rider 1-4 Family Rider Condominium Rider Adjustable ?at Rider [Check applicable: or (cs)] 25. Wave of Homoment, Borrower waives all right of fromestead exemption in the Property.

35. R.v. a. to the Security homoment, the coverant and agreements of each such rider shall be incorporated into and shall amend and this Security Instrument, the coverants of this Security Instrument and the right of this Security Instrument, the coverants of this Security Instrument and the right of this Security Instrument. Instrument without charge to Borrower, Borrower shall right of fromestead exemption in the Property. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security on receiver's bonds and reasonable attorneys feet, and then to the sums secured by this Security Instrument. appointed receives) shall be entitled to cruer upon, take possession of and manage the Property and to collect the rents of the receiver shall be applied first to payment of the cours of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums of the Property and collection of rents, including, but not limited to, receiver's fees, premiums by this Security instrument without forties demand and may foreclose this Security Instrument by Judicial proceeding.

Leader the instrument without forties and code of this evidence.

So Leader is Tostencially and the contract of this evidence.

So Leader is Tostencial and the contract of this evidence.

So Leader is Tostencial and the contract of this evidence.

The Leader is Tostencial of the forth and code of the forth of the Property and at any time prior to the capital and the contract of the Property and at any time prior to the capital and the contract of the property and at any time prior to the capital and the contract of the contract o of the colors are the default foreclosers by ladical proceeding and sale of the Property The notice shall further secured by this Security lieutument, foreclosure by ladical proceeding and sale of the Property The notice shall further effects, and sale of the Property The notice shall further effects, so that the right to remark foreclosure proceeding the non-contract of a default of any other acceleration and the right foreclosure proceeding the non-contract of a default of any other acceleration and foreclosure. If the default is not cured on the default of any other acceleration and foreclosure, if the default is not cured on the default is not cured on the default of any other acceleration and foreclosure, if the default is not cured on the default of any proceeding the description and the proceeding the notice of the default is not cured on the default of any proceeding the description and the default is not cured on the default of the most of the default is not cured the description and the default of the default is not cured on the default of the most of the default is not cured on the default of the most of the default of the default is not cured on the default of the most of the default is not cured on the default of the most of the default of the defa of any covenant of agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall apocity; (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 Epyrower, by which the default must be cured; and Picarle Acceleration; Remedies Leader shall give notice to Borrower prior to acceleration following Borrower's breach

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

NOTARY PUBLIC STATE OF DOMOTHY EBARTLET COUR TAYLOR BANK

OL MUTER CHA GECORA

## UNOFFICIAL COPYO 3

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

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

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of 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. Leader 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 drive of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Vo. Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Boun I: 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 rare ments 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 rems of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with legard 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) any such foun charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted 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 mained. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Let. der. 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 provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument

and the Note are declared to be severable.

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

requesting payment. from the date of disbursement at the Note sate and starts sayabe with interest, up of ictics from Lender to Borrower this Security instrument. Unless Borrower and Lender agree to other terms of payment these amounts shall bear interest Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by take action under this paragraph 7, Lender does not have to do so. appearing in court, saying reasonable attorneys, fees and entering on the Property to make repairs. Although Lender may Property. Lender's actions may include paying any sums secured by a tien which has priority over this Security Instrument. rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations), and fee title shall not merge unless Lender agrees to the merger in writing.

Trefection of Lender's High's 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 and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's Borrower shall comply with the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leachoids, Borrower shall not destroy, damage or substantially 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 If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin Borrower chandons the Property, or does not answer within 30 days a notice from Lender that the traurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed, to repair or restore applied to the sums secured by this Security Instrument, whether or not then due, with any exect prid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lender's see un'y is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the n.s. and economically feasible or Lender's security would be lessened, the n.s. and lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be up lied to restoration or repair and Lender. Lender may make proof of loss if not made promptly by Borrower of paid premiums and renewal notices. In the event of loss, Borrower shall give pro nr. notice to the insurance carrier shall have the right to hold the policies and tenewals. If Lender requires, Borrower shall frompily give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender carrier providing the insurance shall be chosen by Borrower subject to Leader's approval which shall not be unreasonably insured against loss by fire, hazards included within the term "extended "vy" age" and any other hazards for which Lender requires. The insurance requires that insurance ahalf be maintained in the amounts and for the periods that Lender requires. The insurance days of the giving of motice.

5. Hazard Insurance, Borrower shall keep the improvements or wexisting or hereafter erected on the Property a notice identifying the lien. Borrower shall satisfy the lien or tale or more of the actions set forth above within 10 part of the Property is subject to a lien which may attain prior ty over this Security Instrument, Lender may give Borrower hen an agreement satisfactory to Lender subordinating the tier to this Security Instrument. It Lender determines that any good taith the lien by, or defends against enforcement of the Property; or (c) secures from the holder of the Property; or (c) secures from the holder of the Borrower shall promptly discharge any .e., which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation search by the lien in a manner acceptable to Lender; (b) contests in evidencing the payments. shall pay these obligations in the man or provided in paragraph 2, or it not paid in that manner, Borrower shall pay theme on time directly to the person lowed power of amounts to be paid under this paragraph. If Borrower makes the payments directly, Borrower shall promptly furnish to Lender receipts paid under this paragraph. If Borrower makes the payments directly, Borrower shall promptly furnish to Lender receipts Property which may attain priority co. . . ha Security Instrument, and leasehold payments of ground tents, if any. Borrower Chargest Lieus, Borto Arthall pay all taxes, assessments, charges, fines and impositions attributable to the later than immediate y prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of application at a similar paragraphs of application of the yments. 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 Noie; second, to prepayment charges due under the Noie; third, to amounts paragraph 2; fourth, to interest due, and last, to principal due. any Funds held ", "ender, Il under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no Upon pay or a in full of all sums secured by this Security instrument. Lender shall promptly refund to Borrower If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at not in necessary to make up the deficiency in one or more payments as required by Lender. be, at Borrower's option, cither promptly tepaid to Borrower or credited to Borrower on monthly payments of Funds. to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. be required to pay Borrower any interest or earnings on the Funds and the purpose for which each, 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 annual accounting of the Funds showing credits and debits to the Funds and the Funds shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting 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. A charge assessed 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 of accounts of which are insured or guaranteed by a federal current data and reasonable estimates of future escrow items insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly test to Fender on the day monthly payments are due under the Note; until the Note is paid in full; a sum ("Funds") Funds for Laxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall 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 More and any prepayment and take charges due under the More. UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

### UNOPPRINCED PY 0 3

THIS CONDOMINIUM RIDER is made this

Or

10TH

day of SEPTEMBER

,1990

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to COLE TAYLOR BANK

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

#### 1237 NORTH HONORE-UNIT 1E, CHICAGO, ILLINOIS 60622

#### (Property Address)

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

#### (Name of Condominium Project)

(the "Condominium Project"), if the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's Interest in the Owners Association and the uses, proceeds and benefits of Borrower's Interest.

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

- A. Condominic m 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) sode 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 Insurator. 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 hezar I insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

- C. Public Liability Insurance. Borrower shall take south actions as may be reasonable to insure that the Owners Association 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 any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is provided in Uniform Covenant 9.
- E. Lender's Prior Consent, Borrower shall not, except after joice 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 it, the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the position is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurante of verage maintained by the Owners Association unaccaptable to Lender.
- F. Remedies, if Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower sequent 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 requesting payment.

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

	and to
-Borrow	GREGORY A. IVASKA
(Sea	Mary To IVASKA
(Sea	
(Sea	

HAS CONDOMINION RIDER IS MOON THIS

0000

AND Expressed into and small be decided to amend and suppliment the Moringga, Deed of Trust or Secure, Oved the Security Instrument? of the same date given by the andursiqued that Borrover? to secure Secret or Note to COLE TAYLOR BANK

ិស្សាក្រ ស្រាវជ្

of the same date and covering the Property described in the Souniti lighturiest and livered et

1237 WORTH HONORE-UNIT IE, CHICAGO, ILLINOIS

In name welders

the Property includes a entruit to together with an undivided interest in the common attack of a concentration project Known as LOFTS OF HONORE

#### Charles of Candeminishin Projecti

the Contominum Project's 4 the dwines association of other unity which day for the Condominum front our Owners Association I tiglds title to properly for the bandfit or use at its members at characterises, the Frence and includes Rurrawers interest in the Owners Association and the uses, programs and benefits of Borovers a leavest

to would common the addition to the consideration considerations are considered the second control of Ecreower and Leider Further coverant and agree at tollows

- Ad Condomitation Obligations Barrawar shall parthring at the Burraverts outsparing viring the Cord, whom Constituent Commands The Constituent Bounneids are the ill Deckristion or the other notioner to be Candacificatin Prajact, but by lawer life eads of regulations due list other education decomposer, were not to see the pay which dury all dury and assessments imposed pursuant to the Constituent Documents
- [4] Hazard Indocapes, Ha tong as the Owners Bradelathin redificant, with a generally every market moved areast by mental gravidos mananas or winket pulley on the Conductional Project which is selfstockery to Lence or "notes in boviling in the amounts, for the periods, and against the navards Lenow requires, read to give and based to reduce within the term extended againings, their
- from Lander wared the productor in Willifetin Coverant 2 for him mouthly per land to break at the contract this yearly premium installments for becaut incomes on the francety; and
- , fill Bortowarfs beliggingaried Unit gent Boodiant & domainzain to a comanie observence on the transition of dogmod satisfied to the extract that the required adderage is provided by the extractation action

thorower shall give Linder, prompt notice of any tapents required hazard from once coverage.

- die the sweeters a distribution of magned the manes is broads to it a factoration or copic tribes and a con-Properly whother to the unit or to common elements, por proceed, in the Correlator are busines surjuice --golding suder for application to the come, socured by the Escarity is reasont, with any excess and to secreme
- thiblle trability insurence. Borrower shall take such actions as may be runderable to resure that the Assibilition maintains a papitid liability insurante believ accurabation farm services, and extent of coverage to trees
- Condomnation. The proceeds of any graded or claim for damingue, are consequented, paybole to the ensure Solineation with any condemnation is other taking of 3(f), it is a part of the Property, whether of the dult on of the common alements, or the any earnerince in free at randomnation are bereby eccioned and shall me point in because beauting in section shall be applied by Leader to the earlies escited by Hig Secrety Instrument as produced in Corporant O
- Estended's Prim Consont Morrowor staff and except offer notice to Landau and with Lenduce properties ciment, either partition or subdivide the Play. 'the graduant to
- W. the abandonness on train fatton of the Conductions Project break for aboutconness or recognition coquing the two cars of substantial trighting by two or other esculate in the case of a taking by conservation mench toorline to
- any amandinant to a cy grouppen of the Canstituent Documents it the provision is for the expressionality tiit. of Condens.

his termination of an areasional managedient and excumption of sett-management of the Overes Association.

ea bains are whole would been the city of a rengering the public liability incomes covered and the bain but the Olymers Association and centraple to Unsider

"Remodic, at correger does not pay condemnium does and assessments when our, then Leeber on a gray drawt dre ilnigatify dishr sad by Leinder under this pai ggraph E shall beligane additional acut at horrower securior by the security instrument. Uni as karrower and Lundur agree 46 other terms of payment, there endquits afent been interest from the for of distances of at the hale rate and shall be payable, with interest upon notice from Landor to Borrewes or recting Indire vall

by Submind Beliaw, Borrower accours and squees to the topics and provisions contained in this Conforminum News

deneti.		300			inger Terre a Selection	3.0
a switcherii			ASKA	71.A	TriQ:	GREK
assetti.			iain.co			
ระจงอากาณี			Ē	ivash	T.	MAR
Brazi.	and the second second	erie erie erie erie erie erie erie erie		and the second		and the second
WWO 126K-						
14	وبأخضاضه بعجابة	aliania Adaptationalista	وجو المراد		ا مورون است	ا ادار بداردی رومن
lawannia .						
Helin C. Familiers	ப் <b>எழ</b> வி <sub>ர</sub> ் நிறி					



THIS BALLOON RIDER is made this 10TH day of SEPTEMBER , 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to COLE TAYLOR BANK

(the "Lender") of the same date and covering the property described in the Security instrument and located at: 1237 NORTH HONORE-UNIT 1E CHICAGO, ILLINOIS 60622

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note. Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

#### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of OCTOBER 1 , 2020, and with an interest rate equal to the "New Note Bate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Or (io 1"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, and one will be accordance or my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my mornity payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) of ner than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Fate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 80-day mand tor, delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not prenter than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holzer will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate 11 equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Data and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Data. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option If the conditions in Section 2 above are me. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 race, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association 2 racellated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the refinance option.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.					
GREGORY P. IVASKA	(Seal) Borrower	MARY T. IVASKA	ও(Seal) Borrower		
	Borrower		(Seal)  Borrower (SIGN ORIGINAL ONLY)		

# JNO ENGLIS WOOLLAS PY

this salloon hoen is made this 1.0TH, day of SEPISMBER. 1.290, and a incorporate that considered to arbeing the south the Mortgage Deed of Truet in Deed in Secure 20th the Security Institution of the Cate given by the undersigned line Boppower't to becate the Socrewer's Wate to COLE TRIVIOR BANK

(the cande 1 of the same date and covering the property described in the Security Instrument and Issued at 1237 WORTH RONORS—UNIT 16

CHICAGO, ILLEMOIS 60622

deanwood with which

The interest sine stated on the Note is cathed the Note Kate. The date of the Note is estimated 'Note Communication' who have become the Note that the Laure of the Laure of the Laure of the Note and the Note that the Laure of the Laure of the Laure of the Laure of the Note of the Communication of the Note of the Communication of the Communicat

Application Covernants, to addition to the decements and agreements in the Security instrument. For the south and agree as tallows (describe anything to the contrained in the Security distrument or the Security agrees as tallows (described).

#### CONDITIONAL RIGHT TO REFINANCE

Af the maturity date of the these and Squarty instrument the featurity date it with so obtained to an interest of OCTOBER It 2007 and with an interest of OCTOBER It was a selected on accordance with Section 3 position it all the condition in overest in the condition in accordance with the condition in overest in the condition of the selected in accordance in the condition in the feature of the condition in the condition of the condition of the selected in the condition of the condition in the condition of the c

cellance of modify the blote of to extend the blaterity Date, and that I will have to enjoy the life

2. CONDITIONS TO OPTION

3. ( what to excesse the Conditional Patinarcing Option at restain to exist to enable of most to the Conditions are (3) ), and tell by the condition of the

#### 3 CALCULATING THE NEW NOTE HATE!

The Now Eldto Hala with he a liked rate of Inlevent bound to the Cold of the Cold of Elections of the control of the Cold of t

### dang congresse interestion. 4. CALCULATING THE NEW PAYMENT AMOUNT.

From the kiew Wale than as entended in In how satisfied, the Wester than I personance position on an examinate required in Section 2 and the Mode without will determine to section in Section 1.0. In the adoption that set is a section of the satisfied the Mode with a set of the satisfied in the satisfied of the satisfied and Secarity treatment of the Mode lassinated are incultive research and Secarity treatment of the Mode lassinated are inculting as the research required and description of the termination of the Mode last the New Mode hade in social the continuence of the same of the continuence of the same of the continuence of the satisficient will be the amount of the a pilostynal and interest beginned to be continuenced.

### E EXERCISING THE CONDITIONAL REFINANCING OFFION

The Major Hedger will notify no at logal \$0 colored days in advance of the Statute Date and selections of the production of impaid interest, and the other sums I am separated to owe as the Modernty Date. The interest is indeed to a transfer the following Orginal Melinacing Orginal if the conditions in Statute I above, see here. The the lightent see the reservation is a condition of the reservation of the conditions of the name of the name of the search of the conditions of Statute I according to the Conditional Refinancing Ordinal II asset the conditions of Statute I according to the fixed Mew Picta Hade based upon the Faderal Multicon Mercapa Asset to the search of the search of

ાં કર્યા છે. જો માના સ્ટ્રે	alies sint of hydrograph	the temps and encerance	gelte self Signifier	f Borrown age	мставаниоје та
	And Andreas				
ingski Cols	WASKN!	Ti vitan	0632125	4	PECORT DE L'VAS
			ัรย์เหอากอ <b>นี</b>		
1					
to the same of			(Inval	The third was been a placed to	