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My Commission expires:

Given under my hand and official seal, this

set forth.

signed and delivered the said instruments as free and voluntary acts, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

I, WILLIE CLOUD, do hereby certify that R. A. Apelund; B. R. Apelund; K. A. Apelund; K. S. Apelund; J. Apelund; M. Apelund; P. Apelund; S. Apelund; T. Apelund; V. Apelund; W. Apelund; Z. Apelund; A. Apelund; C. Apelund; D. Apelund; E. Apelund; F. Apelund; G. Apelund; H. Apelund; I. Apelund; J. Apelund; K. Apelund; L. Apelund; M. Apelund; N. Apelund; O. Apelund; P. Apelund; Q. Apelund; R. Apelund; S. Apelund; T. Apelund; U. Apelund; V. Apelund; W. Apelund; X. Apelund; Y. Apelund; Z. Apelund are personally known to me to be (the same person(s) whose name(s) appear above).

THE STATE OF ILLINOIS.
THE CANDIDATES FOR
1882.

STATE OF ILLINOIS,

THIS INSTRUMENT WAS PREPARED BY TINA GALLIK

30

610245 Q60 33 10 NY 27 NOV 1966

(Seal) -Borrower

Borrower

(Seal)

-BORTOWSKI

(Seal)

-BORROWER

(Seal) *John L. Johnson*

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [Specify] _____

Graduated Payment Rider Planned Unit Development Rider

Check applicable boxes(s) Adjustable Rider Condominium Rider 1-4 Family Rider

Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverage of this Security Instrument as if the rider(s) were a part of this Security instrument.

22. **Waver of Homestead.** Borrower waives all right of homestead exemption in the Property.

on of receiving 5 bonds and resumable interests fees, and due to the sums received by this Security Instrument, Lender shall release this Security Instrument.

The costs of management of the Property and collection of rents, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of fees, premiums on deposits and reasonable legal expenses incurred by this Securitization instrument.

Prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by affidavit) shall be entitled to enter upon, take possession of and manage the Property and to collect all rents or other amounts of

20. Lemder in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time before my death, I give and bequeath my entire interest in my property to my wife, Barbara, and my children, John and Mark.

instances furthered in the notice, Lennder at his option may require immediate payment of all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable legal fees and costs.

Bottower of the right to remisate after acceleration and the right to assert in the foreclosure proceeding the preference of any other deferee or any other deferee of Bottower to receive payment made to Bottower in full of all sums secured by his security interest in the notes.

a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall state information concerning the instrument, the date it was executed, the amount of the debt, the name of the creditor, and the name and address of the debtor.

of any correlative law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) application under paragraphs 13 and 17 unless

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

*Please re-record to fix legal description, wrong one

~~30307650~~

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CROOK COUNTY, ILLINOIS

BOX 333 - GG

1990 OCT 17 AM 10:55

00507650

RETURN TO: FIRST FINANCIAL BANK P.S.B.
1305 MAIN STREET
STEVENS POINT, WISCONSIN 54481
ATTN: RECORDS DEPARTMENT

90542013

[Space Above This Line For Recording Data]

APPL# 00823421
ML# 3910001491

MORTGAGE

19 90 THIS MORTGAGE ("Security Instrument") is given on OCTOBER 16TH
The mortgagor is LAUREN R ASPLUND and BARBARA L ASPLUND, HUSBAND AND WIFE

me 00

\$18.00

\$18.00

(“Borrower”). This Security Instrument is given to FIRST FINANCIAL BANK F.S.B.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA
1305 MAIN STREET, STEVENS POINT, WISCONSIN 54481

, and whose address is

Borrower owes Lender the principal sum of **ONE HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED AND NO/100**

Dollars (U.S. \$ 134,200.00). 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 paid earlier, due and payable on NOVEMBER 1ST, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced 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 Borrower'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 located in CROWN COUNTY, Illinois.

PARCEL 1:

UNIT 415 IN THE 680 SOUTH RESIDENCE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 3 IN PAUL'S SUBDIVISION, BEING A SUBDIVISION OF THE LAND, PROPERTY AND SPACE IN PARTS OF LOTS 5 AND 6 AND THE TRACT MARKED "ALLEY" LYING BETWEEN SAID LOTS 5 AND 6 OF COUNTY CLERK'S DIVISION OF THE UNSUBDIVIDED ACCRETIONS LYING EAST OF AND ADJACENT TO THE SUBDIVIDED PART OF BLOCKS 43, 44 AND 54 WITH OTHER LANDS IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH CONDOMINIUM SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26188405 AND AMENDED BY DOCUMENT 26674026 AND RESTATED BY DOCUMENT 88389821, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 26320245 AND RERECORDED AS DOCUMENT 26407239 AND AMENDED BY DOCUMENT 26407240 AND AS CREATED BY DEED FROM LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 21, 1987 AND KNOWN AS TRUST NUMBER 112912 TO LAUREN R. ASPLUND AND BARBARA L. ASPLUND DATED MAY 1, 1989 AND RECORDED MAY 25, 1989 AS DOCUMENT 89237870.

Illinois **60611** [Street] [City]
 [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 seized 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

• 6(1L) 5902

VMP MORTGAGE FORMS • 333-293-B100 • 1-800-521-7291

Form 3014 12/83

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UNIFORM COVENANTS, TO COWER AND LENDER, OF THE STATE OF CALIFORNIA, AND OF THE CITY AND COUNTY OF SAN FRANCISCO, DATED APRIL 23, 1970, PAGE 10 OF 10

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

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

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately 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 Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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

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

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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

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

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

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18. Borrower's Right to Remedy. If Security instrument 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) after notice of a default under this Security instrument; or (b) entry of a judgment confirming this Security instrument; or (c) before sale of the property pursuant to any power of sale contained in this Security instrument. Those conditions are that Borrower: (a) pays, renders all sums which then would be due under this Security instrument and the Note had no acceleration accrued; (b) cures any other defaults or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney's 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 payment of all amounts due by Borrower, this Security instrument shall be discharged hereinafter. The recordation of a certificate of acceleration had occurred. However, it is agreed that no such certificate shall apply in the case of a certificate as if no acceleration had occurred.

If federal 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.

16. Borrower's Cops, Borrower shall be given one 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 his 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 pro-

15. **Covering Liability, Severability Law:** 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 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 and the Note 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.

power. 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.

33. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to the address set forth above or by other address designated by Borrower at any time. Any notice given by mail to the address set forth above or by other address designated by Borrower at any time shall be given by first class mail to Lender at the address set forth above or by other address designated by Borrower at any time.

13. **Legislation Affection Lenders' Rights.** If enacted or if prepared in such a manner that it may be utilized, the Note will be effective in the following manner:

(a) Under paragraph 19, if Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

(b) Under paragraph 19, if Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

11. Successors and Assignees Bound: Joint and Several Liability: Co-signers. The co-contractants and beneficiaries of this Security Instrument shall bind and becuer the successors and assignees of Lender and Borrower, subject to the provisions of paragraph 17. Borrower, co-contractants and beneficiaries shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable and responsible for all obligations and agreements of Lender and Borrower, notwithstanding that Lender and Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument without the Note Borrower's consent.

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.

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 within 30 days after the date the notice is given, Lender is authorized to collect and apply the sums secured by this Security Instrument or to the extent necessary to restore the property to its condition prior to the filing of the complaint.

Instruments, whether or not then due, with any excess paid to Borrower. In the event of a parallel banking of the Security Instruments, whether or not then due, with any excess paid to Borrower, in the amounts described in this Security Instrument.

In the event of a total taking of the Property, the Proceeds shall be applied to the sums secured by this Security in the order named and shall be paid to Lender.

Beneficiary shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the insurance terminate with Borrower's and Lender's written agreement.

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(ADJUSTABLE RATE RIDER - b-5-1)

(Monthly Median Cost of Funds Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 16TH day of OCTOBER,
 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 Adjustable Rate Note (the
 "Note") to FIRST FINANCIAL BANK F.S.B.
 (the "Lender") of the same date and covering the
 property described in the Security Instrument and located at:

680 N LAKE SHORE DR #415, CHICAGO, ILLINOIS 60611
 (Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.200%. The Note provides for
 changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of NOVEMBER 1ST,
 1991, and on that day every 12th month thereafter. Each date on which my interest
 rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index.
 The Index is the most recent Monthly Median Cost of Funds for FSLIC insured institutions
 as published by the Federal Home Loan Bank. The most recent index figure available as
 of the date 45 days before each Change Date is called the "Current Index." If the Index
 is no longer available the Note Holder will choose a new index which is based upon
 comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by
 adding Two and .950 percentage points (2.950 %) to the Current
 Index. The Note Holder will then round the result of this addition to the nearest one-
 eight of one percentage point (0.125%). Subject to the limits stated in Section 4(D)
 below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater
 than 11.200 % or less than 7.200 %. Thereafter, my interest rate will never
 be increased or decreased on any single Change Date by more than two percentage points
 (2.0%) from the rate of interest I have been paying for the preceding twelve months.
 My interest rate will never be greater than 14.450 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part
 of the Property or any interest in it is sold or transferred (or if a beneficial interest
 in Borrower is sold or transferred and Borrower is not a natural person) without
 Lender's prior written consent, Lender may, at its option, require immediate payment in
 full of all sums secured by this Security Instrument. However, this option shall not be
 exercised by Lender if exercise is prohibited by federal law as of the date of this Security
 Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be
 submitted to Lender information required by Lender to evaluate the intended transferee as
 if a new loan were being made to the transferee; and (b) Lender reasonably determines that
 Lender's security will not be impaired by the loan assumption and that the risk of a breach
 of any covenant or agreement in this Security Instrument is acceptable to Lender.

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Property of Cook County Clerk's Office

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Barbara L Asplund
Borrower
(Seal)

Lauren R Asplund
Borrower
(Seal)

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 transfer to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this security instrument. Borrower will continue to be obligated under the Note and this security instrument. Borrower will continue to be obligated under the Note and this security instrument unless Lender releases Borrower from 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 from the date the notice is delivered or mailed 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 law to collect the unpaid balance of this instrument. If Lender fails to pay all sums secured by this Security instrument, Lender may invoke any remedies permitted by law to collect the unpaid balance of this instrument.

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

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UNOFFICIAL COPY

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **16TH** day of **OCTOBER**, **19 90**, 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

FIRST FINANCIAL BANK F.S.B.

(the "Lender")

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

680 N LAKE SHORE DR #415
CHICAGO, IL 60611

Mortgage Address

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as **LAKE SHORE PLACE**

(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.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project, (ii) by laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. 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 hazard 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 insurance 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 Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable 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 as provided in Uniform Covenant 7.

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

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association, or

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

Lauren R. Asplund
LAUREN R. ASPLUND

(Seal)
-Borrower

Barbara L. Asplund
BARBARA L. ASPLUND

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

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