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THIS INSTRUMENT WAS PREPARED BY: KENNETH KORANDA 1001 S. WASHINGTON ST. NAPERVILLE, IL 60566

90064169

DEPT-01 RECORDING \$17.29
7#4444 TRAN 2858 02/07/90 16:09:00
#0401 # E *-90-064169
COOK COUNTY RECORDER

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MORTGAGE

JANUARY 31ST

19. The riortgagor is DANIEL D'TIEMANN, A NEVER MARRIED PERSON

("Borrower"). This Security Instrument is given to Mid America

Federal Savings and Loan Association of AMERICA which is organized and existing under the laws of INITED STATES OF AMERICA which is organized and existing under the laws of INITED STATES OF AMERICA and whose address is ("Lander").

Borrower owes Lender the Principal sum of SIXTY SEVEN THOUSAND FIVE HUNDRED AND NO 100 Dollars (U.S. 57,500.00). 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 or FERIVARY 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 o her 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 process, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK COOK County, Illinois.

UNIT 1-B IN THE SEMINARY GARDENS CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 4 AND 5 AND THE SOUTH 13 FEET OF LOT 3 IN BLOCK 1 IN LINN AND SWAN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 18 IN CAMAI TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXCHANGE NATIONAL BANK AS TRUST NUMBER 32215, RECORDED AS DOCUMENT 24518942, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

900**64169**

P.I.N. 14294210351002

which has the address of 1 B

CHICAGO

(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 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.

with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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	WIDDWEBICK LEDERAL SAVINGS BANK WHEN RECORDED RETURN TO:
	aury auth woley assess E. S.A.L.
Notery Public	Notable (1.17), State of Illinois My Commission Empires 6/30/91
	15/06/9
261 2005 Jo Kep 45/E	and purposes thereing set forth. My Commission Pupires:
owledged that free and conntary act, for the uses	personally known to me to be the same person(s) whose nami instrument, appeared before me this day in person, and ackn signed and delivered the said instrument as
	do hereby certify that DANIEL .D. TIEMANN, .A. ME.
	STATE OF ILLINOIS
-Borrower	,
-Borroug-	
(Seal)	
-Borrower	Uny,
DANIEL D TIEMANN -Borrower (Seel)	Instrument and in any rider(s) excited by Borrowe
grees to the terms and cevenants contained in this Security	BY SIGNING BELOW, B. (IT wer accepte and a
rebiA ylimaA 4-2 🖂 🗀 stider Unit Development Rider	
of each such rider shall be incorporated into and shall amend and urity linstrument as if the rider(a) were a part of this Security	supplement the covenants and agreements of this Secil Instrument. [Check. ppilitable box(es)]
note riders are executed by Borrower and recorded together with	
by this Security Instrument, Lender shall release this Security	21. Release. Upon payment of all sums secured Instrument without charge to Borrower. Borrower shall i
er paragraph 19 or abandonment of the Property and at any time wowing judicial sale, Lender (in person, by agent or by judicially possession of and manage the Property and to collect the rents of the by Lender or the receiver shall be applied first to payment of the contains, including, but not limited to, receiver's fees, premiums on tents.	prior to the expiration of any period of redemption foll appointed receiver) shall be entitled to enter upon, take the Property including those past due. Any rents collected
ion and the right to assert in the foreclosure proceeding the non- to acceleration and foreclosure. If the default is not cured on or on may require immediate payment in full of all sums secured by may foreclose this Security Instrument by Judicial proceeding n pursuing the remedies provided in this paragraph 19, including, n pursuing the remedies provided in this paragraph 19, including,	inform Borrower of the right to reinstate after acceleral existence of a default or any other defense of Borrower before the date specified in the notice, Lender at its optithis Security Instrument without further demand and Lender shall be entitled to collect all expenses incurred in
trainent (but not prior to acceleration under paragraphs 13 and 17 that appecify; (a) the default; (b) the action required to cure the notice is given to Borrower, by which the default must be cured; late specified in the notice may result in acceleration of the sums late specified in the notice may result in acceleration of the sums cial proceeding and sale of the Property. The notice shall further	breach of any covenant or agreement in this Security Ins maless applicable law provides otherwise). The notice a default; (c) a date, not less than 30 days from the date the and (d) that failure to cure the default on or before the c
notice to Borrower prior to acceleration following Borrower's	NON-UNIFORM COVENANTS. Borrower and Lend 19. Acceleration; Remedies, Lender shall give

UNIFORM COVEN ANTS Berroyt range Let der covenant and agree as followers.

1. Payment of Principal and Interest: Prepayment and late Charges. But rower 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, Horrower 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 prio to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a creak prainst the sums secured by this Security Instrument.

application as a credit gainst the sums secured by this Security Instrument.

3. Application of Poyments. 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 payrole inder paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. For rower 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 wed 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 ion 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 or only 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 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 on 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 periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, dorrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower, all 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 enters 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 proceed is 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 shell not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

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

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

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

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

requesting payment.

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occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall temain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by (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 security Instrument, Instrument, in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's relative to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's remainder to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's relative to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's relative to any Lender's rights in the Property and Borrower's relative to any Lender's rights in the Property and Borrower's relative to any Lender's rights in the Property and Borrower's relative to any Lender's rights in the Property and Borrower's relative to any Lender's rights in the Property and Borrower's relative to any Lender's rights in the Property and Borrower's relative to any Lender's rights in the Property and Borrower's relative to any Lender's rights in the Property and Borrower's relative to any Lender's rights and Borrower's relative to the Property and Bor Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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

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 secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums

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

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

Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Secutify Instrument and the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security fractument or the Mote

jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 15. Coverning Law; Severability. This Security Instrument shall be governed by ledetal law and the law of the in this paragraph.

browided for in this Security instrument shall be deemed to have been given to Borrower of Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates Miotice to Borrower. Any notice mailing it by first class mail unless applicable law requires use of another me n.o. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by Paragraph 17 permitted by paragraph 19. If Lender exercises this option, Lender shall take the sleps specified in the second paragraph of

may require immediate payment in full of all sums secured by this secuity instrument and may invoke any remedies rendering any provision of the Mote or this Security Instrument unenforteable according to its terms. Lender, at its option,

13. Legislation Affecting Lender's Rights. It enactores of expiration of applicable laws has the effect of partial prepayment without any prepayment charge under the 14ote

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 fefund reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; an ((i) any sums already collected from Borrower which exceeded

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 it interest or other loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, then any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, then any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, then any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, then any such loan charges and the such loan charges are also as a loan exceed the connection with the loan exceed the permitted limits, then any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, then any such loan charges are also as a loan exceed the connection with the loan exceed the permitted limits, then any such loan charges are also as a loan exceed the connection with the loan exceed the permitted limits. that Borrower's consent. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, Instrument but does not execute the Value (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay this Security Instrument shall bine, and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenant and agreements shall be joint and several. Any Borrower who co-signs this Security

shall not be a waiver of or pric lude the exercise of any right or temedy.

It. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of by the original Borrowe, or Berrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise mod by amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. 10. Burrover Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or anotification of anotification of the sums secured by this Security Instrument granted by Lender to any successor in

Unless I ender 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 I and 2 or change the amount of such payments.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to paid to Borrower.

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

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

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. 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

UN COMEDIAN MINISTER PY 9

True Composers were Beneric and the Odd J. J. S. Janilla en
THIS CONDOMINIUM RIDER is made this3.1.S.T day ofJ.ANUAR.Y
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
Mid America Federal Savings and Loan Association ** ** (the "Lender"
of the same date and covering the Property described in the Security Instrument and located at: 2448 N SEMINARY 1 B, CHICAGO, IL 60614 [Property Address]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
SEMINARY GARDENS CONDOMINIUM [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 als 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 Instrumen Borrower and Lender further covenant and agree as follows:
A. Conde sinium 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 whice creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when suc, all dues and assessments imposed pursuant to the Constituent Documents.
B. Hazard Instruction of the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for heard insurance on the Property; and
(ii) Borrower's obligation up der Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
Borrower shall give Lender prompt 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 her 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 according to Lender.
D. Condemnation. The proceeds of any award or c aim for damages, direct or consequential, payable to Borrower in
connection with any condemnation or other taking of all or ary 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 Inst. Fr. ant as provided in Uniform Covenant 9. E. Lender's Prior Consent. Borrower shall not, except after postice 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 ir the case of a taking by condemnation or
eminent domain;
(ii) any amendment to any provision of the Constituent Documents it the provision is for the express benefit of
Lender; (iii) termination of professional management and assumption of self-management of the Owners Association;
(iii) termination of professional management and assumption of self-management of the Owners Association; or
(iv) any action which would have the effect of rendering the public liability incurance coverage maintained by
the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay condominium dues and assessments when due, 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 requisiting payment.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
(,)(0,y)

Year Treasury Index—Rate Caps)

	R is made this3.1.5.7day ofJANUABX		
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to M"DAHERICA FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in			
the Security Instrument and located at:	(the "Lender") of the same date and covering the property described in		
2448 N SEMINARY 1 B, CHICAG	D, ILLINOIS 606:4		
	[Property Address]		

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of9.7.5%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

every 12th month thereafter. Viach date on which my interest rate could change is called a "Change Date."

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

If the Index is no longer available, the Note 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 ...TMO..AND...THREE... QUARTERS percentage points (....2:/50.%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate vatil 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

9.750 %. 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

AND NO LESS THAN 9./50% (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 morably 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 transferce 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

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

BOLTOWEL

(Seal)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

or demand on Borrower.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

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

Rider.