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This Instrument Was Prepared By: LYNN ZIENTY

When Recorded Mail To

FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK DOCUMENT CONTROL DPT P.O. BOX 348450 SACRAMENTO, CA 95834-8450 .09K 09UNTY, ILLINOIS 90184148

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90184148

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DDC, 020

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on APRIL 23, 1990.

The mortgager is GEOFFREY R. FENN AND CATHERINE B. FENN, HUSBAND AND WIFE

\$18.00

("Borrower"). This Security Instrument is given to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 700 MARKET STREET, SAN FRANCISCO, CA 94102

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWELVE THOUSAND AND 00/100

Dollars (U.S. 5 \*\*\*\*\*112,000.00). This debt is evidenced by Borrower's note dated the same date as this Security 1.5...ment ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 25.20. 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 Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the lote. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:

UNIT NO. 3-E, IN 629 BUCKINGHAM CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 22 (EXCEPT THE SOUTH 8 FEET THEREOF DEDICATED FOR AN ALLEY BY THE PLAT RECORDED AS DOCUMENT 4545768) IN BLOCK 2 IN CLARK AND MC CONNELL'S ADDITION TO LAKE VIEW, BEING A SUBDIVISION OF ECTS 31 AND 32 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 48 NORTH, RANGE DO 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25145995, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

which has the address of

629 WEST BUCKINGHAM
UNIT 3E
CHICAGO, IL 60657-0000
("Property Address");

Together With all the improvements now or hereafter crected 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 soised of the extate 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.

CLOSER ID: 10267

FNMA/FHLMC Uniform Instrument 3014 12/83

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L0969 (R03) 2/90 IL ~ Single Family

COPY 01 OF 03

Loan # 0046033108

Copies: 1 of 3 - Return to Lender

2 of 3 - Barrower

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Property of Coot County Clerk's Office

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This Instituted Was Prepared By:

A FEDERAL SAVINGS BANK DOCUMENT CONTROL DPT PLO. BOX 348450 FIRST NATIONWIDE BANK

24CRAMENTO, CA 95834-8450

BOX 333-CG

(2bace above This Line For Recording Data)

DOC: 050

MORTGAGE

00.81\$

THIS MORTGAGE ("Security lastrumont") is given on APRIL 23, 1990
The mortgagor is GEOFFREY R. FEMM AND CATHERINE B. FEMM, HUSBAND AND WIFE

My Clark's

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY

PERMANENT TAX NO. 14-21-309-063-1006

**BS9 WEST BUCKINGHAM** 

CHI CYGO'

("Property Address"); 60657-8000 TIND

which has the address of

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toyalties, mineral, oit and gas rights and profits, water rights and atock and all lixtures now or herealter a part of the property. All represents and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument Together With all the improvements now or hareafter crected on the property, and all easements, rights, appurionances, rents, W 1

as the "Property."

title to the Property against all claims and demands, subject to any encumbrances of record. 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

jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by

Copies: 1 of 3 - Return to Lender Copies: 1 of 3 - Bottower 8016603500 \* neo1

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Property of Cook County Clerk's Office

Uniform Covenants, Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leeder, 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.

A charge assessed by the Lender in connection with Borrower's entering into this Security Agreement to pay the cost of an

independent tax reporting service shall not be a charge for purposes of the preceding sentence.

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, Londer 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 excess the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or crediced to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the eccrow 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 classes 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, so later than immediately prior to the sale of the Property or its acquisition by Lerger any Funds held by Lender at the time of application as a credit against the sums secured by this Security instrument.

3. Application of Fayments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied first, to late charges due und'er the Note; second, to prepayment charges due under the Note; third, to amounts payable

under Paragraph 2; lourth, to interest due; and it is principal due.

4. Charges; Liens. Borrower shall pay all to a assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, a id les schold 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 Jurnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipt sevid incing the payments.

Borrower shall promptly discharge any lien which has promity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acroptable 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 lieu an agreement satisfactory to Lender subordinating the lieu to this Security Instrument. If Londor determines that any part of the Pororty is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lie. 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 herealter erected on the Property insured against loss by fire, hozards 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 Londer 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 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 Proporty damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum recured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or dress 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 carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, the claim of 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 extended as the 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 f

the merger in writing.

7. Protection of Lendor's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and  $m{x}$ agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condomnation 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 attorney's 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.

10267 CLOSER ID: FNMA/FHLMC Uniform Instrument 3014 12/83 Page 2 of 4 L0959 (B03) 2/90 IL - Single Family

0046033108

Copies: 1 of 3 - Return to Lender

2 of 3 - Borrower

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Property of County Clerk's Office

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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 convoyance 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 Londer 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 Lendor to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due

date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Act Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of amortization of the sum. Lecured 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 late est or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reaso to any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any righter remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assign. Bound; Joint and Several Liability; Cosigners. The covenants and agreements of this Security Instrument shall bind and benefit the swicessors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint a id several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is cosigning 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 o'lig sted to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, mornly, forbear or make any accommodations with regard to the terms of this Security

Instrument or the Note without that Borrower's constant.

12. Loan Charges, II 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 c'an zes collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded purmitted 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 preparment charge under the Note.

13. Legislation Affecting Londer's Rights. It enacts ent or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable accreaing 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. It Lender

exercises this option, Londer shall take the steps specified in the second parter archol Paragraph 17.

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

15. Governing Law; Severability. This Security Instrument shall be governed on 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 pers in) 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 pariod 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 reinstalement) 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 delault of any other covenants 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 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.

Property or Coot County Clark's Office

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Non-Uniform Covenants, Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (2) 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 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, forcelosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the forcelosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forcelosure. If the default is not curred on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may forcelose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including but not limited to, reasonable attorney's fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums

secured by this Security Instrument.

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L0959 (803) 2/90 IL - Single Family

FNMA/FHLMC Uniform Instrument 3014 12/83

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CLOSER ID:

Page 4 ot 4

21. Release. Up in payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Hornestead, Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and represents of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument (Check applicable box(es))

Adjustable Rate Rider Graduated Payment Rider Other(s) (specify)	Condominium Rider Planned Unit Development Rider Convertible Rider	1-4 Family Rider
By Signing Below, Borrower accept in any rider(s) executed by Borrower and record	ts run agrees to the terms and covenants co	ontained in this Security Instrument and
July & Jenn	00/4	4/23/0
Catherine B. Fen	n C,	4/23/9
CATHERINE B. FENN	77/2	Date
	$C_{\lambda}$	Date (seal
	(Space Below This Line For Acknowledgment)	Date
	Tables below 1993 Ellie For Mexiconeugherin	U <sub>Sc.</sub>
STATE OF ILLINOIS COUNTY OF ( 0°/L	<b>(</b> 55.	Co
1, unitasire, A NOTARY THAT GEOFFRY K FERN &	PUBLIC IN AND FOR SAID COUNTY.  CALLELLE B FRAM  PERSONALLY	AND STATE DO HEREBY CERTIFY KNOWN TO ME TO BE THE SAME
PERSONS WHOSE NAMES ARE SUBSCRIBED IN PERSON, AND ACKNOWLEDGED THAT THEE AND VOLUNTARY ACT, FOR THE US GIVEN UNDER MY HAND AND OFFI	TO THE FOREGOING INSTRUMENT, THEY SIGNED AND DELIVERED THE ES AND PURPOSES THEREIN SET FOR	APPEARED BEFORE ME THIS DAY SAID INSTRUMENT AS THEIR TH.
19 <b>4</b> o.		,
MY COMMISSION EXPIRES:		that works
	"OFFICIAL SEAL" Judith Woods Notary Public, State of Illinois Cook County My Commission Expires 3/6/93	Pustic V

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Caples: 1 of 3 - Return to Lender

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Property of Coot County Clerk's Office

#### RIDER TO SECURITY INSTRUMENT

(Cost of Funds Index - Payment and Lifetime Rate Cap)

DOC. 022

, and is THIS ADJUSTABLE RATE RIDER is made this 23AD day of APRIL, 1990 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") FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at

629 WEST BUCKINGHAM

UNIT 3E 80657-0000

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER'S MONTHLY PAYMENT INCREASES MAY BE LIMITED.

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 changes in the interest rate and the monthly payments, as follows:

#### 2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 2.950 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Change Dr. os

The interest rate I will pay may change on the first day of AUGUST, 1990 every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become e fect ve on each Interest Change Date.

(C) Interest Rate Limit

My interest rate will never be great whan 13,950 %. It will never be less than 5% below the initial interest rate.

(D) The Index

Beginning with the first Interest Change Dale, my interest rate will be based on an Index. The "Index" is the monthly weighted average cost of savings, borrowings and advances of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the Bank. The most recent Index figure available as of the date 45 days before each Interest 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.

(E) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding %) to the Current Index, The Note Holder will then round the result of this addition percentage points ( 2,550 to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 2(C) above, the rounded amount will be my new interest rate until the next Interest Charge Date.

#### 3. PAYMENTS

(A) Time and Place of Payments

payments on the first day of each month beginning on I will make these payments every month in till have paid all of the principal payments on the first day monthly will make mу JUNE 01, 1990 and interest and any other charges described below that I may owe under this Note. My wonthly payments will be , still owe amounts under this applied to interest before principal, II, on MAY 01, 2020 Note, I will pay those amounts in full on that date, which is called the "maturity date."

[will make my monthly payments at 700 MARKET STREET, SAN FRANCISCO, CA 94102

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ \*\*\* \* \* \* \* 897. 16 may change.

. This amount

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the , and on that day every 12th month thereafter. Each of these dates is called a JUNE, 1991 "Payment Change Date." My monthly payment will also change at any time Section 3(F) below requires ma to pay the

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date. My monthly payment will also change at anytime Section 3(F) below requires me to pay the Full Payment.
(D) Calculation of Monthly Payment Changes

At least 25 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on

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Property of Cook County Clark's Office

the maturity date in substantially equal installments at the interest rate in effect during the month preceding the Payment Change Date. This amount will be my monthly payment for the next 12 months. Except as provided in paragraph 3(F) below, however, my monthly payment will never increase more than 7.50% or decrease more than 7.50% from the monthly payment amount in effect during the preceding 12 months.

(E) Additions to My Unpaid Principal

My monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 2 above.

(F) Limit on My Unpaid Principal; Fully Amortizing Paymont

Notwithstanding the limitations on payment changes described in paragraph 3(D) above, my monthly payment may increase or decrease by more than 7.50% at the following times: (1) If the principal balance reaches 110% of the criginal foan amount, the Note Holder has the option of either changing the monthly payment on the date the first monthly payment is due after the balance reaches 110%, or of waiting until the next Payment Change Date before changing the monthly payment. The latter option may result in my principal balance exceeding 110%, and (2) on the 5th Payment Change Date and on each succeeding payment change date. The amount of the monthly payment in either of these cases will be an amount equal to the amount sufficient to repay the unpaid principal balance in full on the maturity and in substantially equal payments at the interest rate in effect during the month preceding the date of the payment started.

4. NOTICE OF CIANGES

The Note Holder will delive or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will contain information about the new interest rate or rates applicable for the next month. The notice will so include information required by law to be given to me.

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

Uniform Covenant 17 of the Socurity 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 content, 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 transferce; and (b) Lender reasonally determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any exercise or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge r reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to s.gr. 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, except for the Maximum Interest Rate described in pragraph 2(C), which can increase. Borrower will continue to be obligated under the Note and this Security Instrument unless lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Le der 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 lails 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 domand on Borrower.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained it his Adjustable Rate Rider.

dolly Rfor	4/23/90
Catherine B. Fenn CATHERINE B. FENN	4/23/90
CATHERINE B. FENN	Date
	Date
	(şeal) Date

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Loan # 0046033108 RCA2 Copy 1 of 3 - Return to Lender 11427

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#### CONDOMINIUM RIDER

DDC. 022

APRIL THIS CONDOMINIUM RIDER is made this 23RD day of 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 (the "Lender") FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK of the same date and covering the Property described in the Security Instrument and located at:

629 WEST BUCKINGHAM UNIT 3E

60657-0000 CHICAGO IL

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project 629 W. BUCKINGHAM CONDOMINIUMS

(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. 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 ? oject; (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 incurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanks," 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 h zard 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 so und by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance, Borroue, shall take such 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. Condomnation. 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 my 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 9.

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 rermination 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 Docume its if the provision is for the express benefit of

(iii) termination of professional management and assumption of self-ment gement 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 Birrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts mell bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Born wer requesting payment. BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Mm Rfen	C 4/23/90
Catherine B. Fenn	4/23/9
CATHERINE B. FENN	Date
:.	Daie
	(593)
	Date

10267 CLOSER ID:

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