## UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

1990 JUN 26 PM 3 16

90305710

#### 90305710

----- (Space Above This Line For Recording Data)

**MORTGAGE** 

276823-2

JUNE 26 THIS MORTGAGE ("Security Instrument") is given on 19 90 The mucts yor is MARY R. REDENSEK, A SINGLE PERSON

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND

LOAN ASSOCIATION OF ILLINOIS

which is organized and exis are under the laws of THE UNITED STATES OF AMERICA, and whose address is

4242 NORTH HARLEN

NORRIDGE, ILLINOIS 60634

("Lender").

Borrower owes Lender the principal sum of

SEVENTY NINE THOUSAND THREE HUNDRED AND NO/100

). This debt is evidenced by Borrower's note Dollars (U 5. \$ 79,300.00 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 JULY 1, 2020 . This Security Instrument secures to Lender: (a) the repayment of the debt widenced 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 Borrover's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby morigane, giant and convey to Lender the following described property County, Illinois: located in COOK

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

PINTE 14-33-423-048-1012 · Clart's Office

which has the address of 1660 NORTH LA SALLE-UNIT 212 [Street]

CHICAGO

Illinois

60614 (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

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

OF (IL) areas

VAP MORTGAGE FORMS + (313)293 8100 + (800)821 7281

Form 3014 12/83 Amended 5/87

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this Security Instrument	ovenants contained in		DY SIGNING BELOW, Borrower accept
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			[7] Other(s) (specify)
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CHICAGO, ILLINOIS 186532

by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to coblect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

26. Lender in Possession, Lypon acceleration under paragraph 19 or abandonment of the Property and at any time appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of 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 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 attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release Lypon payment of all sums secured by this Security Instrument, Lender shall release this Security Lattument, Lender shall release this Security

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

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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; (b) the action required to cure the default; (c) a dute, not less than 40 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that, court to cure the default on or before the apecified in the notice may result in acceleration of the aums secured by this Security Instrument, forestoaure by judicial proceeding and sale of the Property. The notice shall further inform Horrower of the right to reinstate after acceleration and the right to assert in the default is not cured on relative in the default of all and corrections and foreclosure proceeding the non-evident to the right to reinstate after acceleration and foreclosure. If the default is not cured or the the date specified in the notice, Lender as it is of the sale of the infiled to the notice. I ender any foreclose this Security Instrument by judicial proceeding. In the united to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, includer that is in this paragraph 19, including, includer that is the entitled to collect all many includes the remedies provided in this paragraph 19, including, includer the included in this paragraph 19, including, includer the includer and in this paragraph 19, including, includer the includer and include in this paragraph 19, includer includer and includer and includer includer and include in the includer and include include in

202 CAHORALCOZE XXIS Howover and Eender further covenant and agree as follows:

UNITORM COVENANT THEORY of and Len becover mind diffraction for the Country 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 I ender 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." Lander 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 Lender in connection with Borrower's entering into this Security Instrument 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, 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

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 optical either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Fund could 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 all of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lende N 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 jums 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: \$55, to late charges due under the Note; second, to prepayment charges due under the

Note: third, to amounts payable under my graph 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 songer 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 this lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lies 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 occurity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one carriore of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements low existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended cover/ge" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for 'he 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, Borrover shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prempt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Horrower 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 it 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 part to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the instrance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to ripor 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 Reinstate. It Horrower meets certain conditions, Borrower shall have the right to have лэмолгод ио рившэр го ээной гэцэгд тоцим эээнилэгчү Суглээд хүү. Сү разгийгэд хэрэшээ this Security Instrument. It Borrower this 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

to inder exercises this opinon. Lender shall give Borrower nonce of acceleration. The nonce shall provide a period federal law as of the date of this Security Instrument 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 Cop3. Borrower shall be given one conformed copy of the Note and of this Secu. (y Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in its sold or transferred and Borrower is not a natural

Sofe are declared to be severable.

his pread be given effect without the conflicting provision. To this end the provisions of this Security Englishment and the

15. Cioverning Law; Severability. This Security Instrument shall be governed by federal I wand the law of the jurisduction in which the Property is located. In the event that any provision of this Security Instrument or the Note Southers with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note specifies and applicable law, such conflict shall not affect other provisions of this Security instrument or the Note specific conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note specific conflicts and security in the Note sp

นุสตาสตายส รายา นา provided for in this Security Instrument shall be deemed to have been given to Borrower or Londer when given as provided hest class mail to Lender's address stated herein or any other address Lender designates by rouce to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by 14. Sotices. Any notice to Borrower provided for in this Security Instruction shall be given by delivering it or by first class mail unless applicable law requires use of another method. The notice shall be directed to the

չի կժեղձերեն permuted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

may require immediate payment in full of all sums secured by this Security trattument and may invoke any remedies

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note of this Security Instrument unenforcing a seconding to its terms, Lender, at its option, To some of expiration of applicable laws has the effect of partiel propayment without any propayment charge under the Mote. under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

permitted junus will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit, and (b) any sures already collected from Borrower which exceeded charges, and that law is finally interpreted so that the rescent 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

If the loan secured by this security Instrument is subject to a law which sets maximum loan 12. Loan Charges. that Borrower's consent. the sums secured by this Security Institutions with regard to the terms of this Security Instrument or the Note without modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without

Instrument but does not execute the Mote: (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 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 bind and to refit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and sceneral he joint and several. Any Borrower who co-signs this Security in the province of paragraph 17. Borrower's covenants and sceneral and several and several

by the original Borrower or Bollow it's successors in interest. Any forbestance by Lender in exercising any right or remedy.

It. Successors and Assigns Found; Joint and Several Liability; Co-signers. The covenants and agreements of payment or otherwise modify a mortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower an ill net operate to release the liability of the original Borrower or Borrower's successors in interest.

10. Borrow of Released; Forbearence By Lender Not a Waiver. Extension of the time for payment or modification of amilitation of the sums secured by this Security Instrument granted by Lender to any successor in postpone the due dete of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Unless Under and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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 before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately 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 shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender wal oldaoilqqa to momootga notitiw e'tobro. Lendel's written agreement or applicable law Borrower shall pay the premiums required to maintain the meurance in effect until such time as the requirement for the

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

# UNO FOR LEGY MARIETTE SPYU

UNIT 212 IN THE PARKVIEW CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 1: LOT 2, THE SOUTH 50 1/2 FEET OF LOT 3, THE EAST 74 FEET OF LOT 3 (CXCEPT THE SOUTH 50 1/2 FEET THEREOF) AND THE EAST 74 FEET OF LOTS 4 AND 5 (EXCEPT THAT PART OF LOT 5 FALLING IN EUGENIE STREET) ALL, IN GALE'S NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: Lets 1 AND 2 AND THAT PART OF LOT 3 FALLING WITHIN THE NORTH 117.52 FEET OF ORIGINAL LOT 1 IN WOOD AND OTHERS SUBDIVISION OF FAID ORIGINAL LOT 1 IN GALE'S NORTH ADDITION TO CHICAGO AFORESTID, IN COOK COUNTY, ILLINOIS.
PARCEL 3: LOTS 1 TO 9, BOTH INCLUSIVE, (EXCEPT THAT PART LYING BETWEEN THE WEST LINE OF NORTH LA SALLE STREET AND A LINE DRAWN THROUGH THE SOUTH WEST CORNER OF EUGENIE STREET AND NORTH LA SALLE STREET AND THROUGH A POINT ON THE SOUTH LINE OF LOT 10, 14 FEET WEST OF THE WIST LINE OF NORTH LA SALLE STREET), ALL IN BLOCK "B" IN THE COUNTY CLERK'S DIVISION OF PORTIONS OF UNSUBDIVIDED LAND LYING BETWEEN THE EAST LINE OF GALE'S NORTH ADDITION TO CHICAGO AFORESAID AND THE WEST LINE OF NORTH CLARK STREET, ALL IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24558738 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INCREST IN THE COMMON Clart's Organica ELEMENTS, IN COOK COUNTY, ILLINOIS.

# ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 26THday of JUNE	90 ,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of T	
Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrov	
secure Borrower's Adjustable Rate Note (the "Note") to	
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS T	.ender")
of the same date and govering the property described in the Security instrument and located at:	

1660 NORTH LA SALLE-UNIT 212, CHICAGO, ILLINOIS 60614 (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 governments and agreements made in the Security instrument. Boriciwer and Lender further covenant and agree as follows:

#### A INTEREST RATIONO MONTHLY PAYMENT CHANGES

9.750 %. The Note provides for changes in The Note provide for an initial interest rate of ... the interest rate and the monthly payments, as follows:

#### AUNTEREST RATELAND MERCHANGES

(A) Change Dates

The interest rate i will pay we change on the first day of \_\_\_\_JULX .10\_93 and on that day every 18th 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 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 evallable as of the date 45 days before each Change Date is called the "Gurrent Index."

If the Index is no longer available, the Note Horrer will choose a new index which is based upon comparable information. The Note Holder will give ris notice of this choice,

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my low interest rate by adding . TWO AND ONE FOURTH percentage points 2.250 %) 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 until the next Change Date.

The Note Holder will then determine the amount of the monthly paymant 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 the paigulation 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 11.750 % 7.750.%. Thereafter, my interest rate will never be increased on decreased on or less than \_ 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 ... 14.750 %

(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.

## **UNOFFICIAL COPY**

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

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security instrument shall be in effect as follows:

Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or an 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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.

2. When Borrower's Initial fixed interest rate changes to an adjustable rate under the terms stated in Section 4 above, Uniform Covenant 17 of the Security Instrument contained in Section 8 1 above shall cause to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall an 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 the 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 transferse as if a new loan were being mark to the transferse; and (b) Lender reasonably determines that Lender's security will not be impaired by the ioan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable of Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may 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.

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

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

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<del>* * * * * * * * * * * * * * * * * * * </del>		(Seal)
MARY R.	REDENSEK	-Borrower
		(Seal)
		-Borrower

## UNO FORD MUM FIDER PIYO 2768:

THIS CONDOMINIUM RIDER is made this 26TH day of JUNE ,1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

(the "Lender")

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

1660 NORTH LA SALLE-UNIT 212, CHICAGO, ILLINOIS 60614

(Property Address)

The Property Includes a unit in, together with an undivided interest in the sommon elements of, a condominium project known as: PARKVIEW 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 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 Legacy further covenant and agree as follows:

- A. Conduction Obligations Sorrower shall perform all of Sorrower'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. Sorrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- 8. Hazard Insurance, No 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 heavy 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 soverage 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 increase proceeds in fleu 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 in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim to 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 tieu of condemnation, are hereby passigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instruments as provided in Uniform Covenant 8.
- 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 escualty or in the case of a taking by condomnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the revolution is for the express benefit of Lender;
- (III) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance poverage maintained by the Owners Association unseceptable to Lender.
- F. Remedies, if Borrower does not pay condominium dues and assessments when due, then sender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower social by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer 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 BIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

21/21/21	
MARY R. REDENSEK	-Borrowe
	(\$**)
	-Borrowa
	-Borrswe
	-Borrowe
	(Bian Original Only)