REI ATTORNEY SERVICES #

ATTENTION: DEBBIE JASKI NORRIDGE' ILLINOIS 4242 NORTH HARLEM AVENUE TOWN YESOCIPTION OF ILLINOIS THE TALMAN HOME FEDERAL SAVINGS AND RECORD AND RETURN TO:

201202195



-- (Spuce Above This Line For Recording Duils) --

9-869987

**MORTGAGE** 

COOK COUNTY RECORDER 08/08/67 06/33100 TOTAL TECORDING erteorie

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THIS MORTGACE (Security Instrument) is given on JULY 31, 1991 LIDIA T. ALBANESE, SINGLE PERSON NEVER MARRIED AND MARIA C. ALBANESE, SINGLE PERSON NEVER MARRIED AND

THE TALMAN HOME PEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS ("Borrower"). This Security Instrument it giv in to

asodw bns ,

which is organized and existing under the laws of UNITED STATES OF AMERICA

NORRIDGE, ILLINOIS 12909 4242 NORTH HARLEM si ssərppi

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

ONE HUNDRED FORTY SEVEN THOUSAND SIX MUNDRED AND NO/100

( 00°009\*LÞT \$ .8.U) sushod

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, monthly payments, with the full debt, if not paid earlier, due and payable or AUGUST 1, 2021 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Mote"), which provides for

County, Illinois: COOK described property located in Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and the Note. For this purpose, Borrower does hereby mortgage, grant and the Note. For this purpose, protect the security of this Security Instrument; and (e) the performance of Borrower's givenants and agreements under this extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREDS

\$00T-8T0-L0\$-50-\$T

(total (41)80. 2009)

(Street, City),

[Xip Cude] "Property Address"); **sionill** 5747 NORTH SHERIDAN ROAD-UNIT D, CHICAGO which has the address of

ILLINOIB-Bingla Family-Fandle MeetFreddie Mac UNIFORM INSTRUMENT

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. 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.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason  $p_0$  my demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising pay right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns or lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower's agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such 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 permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another 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 by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

UNOFFICIAL COPY, TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

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 Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragreph 8, in fieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage foan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to object 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount or Funds, due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for bibling and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay it one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrow, in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall p outpily refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or self the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit again, the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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Form 3014 9/90

be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve or besses to besqui equipments and mortes and mortes and paid by Borrower when the yearty mortege lapsed or ceased to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any reason, the 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security

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date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the eith becomes debruced to debt from the same additional debt of debt of debt of debt of debt of debt of debt of

7. Lender does not have to do so.

reasonable attorneys' lees and entering on the Property to make repairs. Although Lender may take actor, under this paragraph include paying any sums secured by a fien which has priority over this Security Instrument, appearing in court, paying pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may proceeding in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in

tenschold and the fee title shall not merge unless Lender agrees to the merger in writing. leasehold. Borrower shall comply with all the provisions of the lease. If porrower acquires fee title to the Property, the to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a to provide Lender with any material information) in connection with the lean evidenced by the Note, including, but not limited Borrower, during the loan application process, gave materially false or instrume information or statements to Lender (or failed impairment of the fien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if that, in Lender's good faith determination, precludes forfeithe of the Borrower's interest in the Property or other material cure such a default and reinstate, as provided in paragraph 18, by crusing the action or proceeding to be dismissed with a ruling Property or otherwise materially impair the fien created by this Security Instrument or Lender's security interest. Borrower may action or proceeding, whether civil or criminal, is begue that in Lender's good latth judgment could result in forfeiture of the Property, allow the Property to deteriorate, or confined waste on the Property. Borrower shall be in default if any forfeiture extenuating circumstances exist which are beyond Porrower's control. Borrower shall not destroy, damage or impair the the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and u.e. to Property as Borrower's principal residence within sixty days after the execution of

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

ininiediately prior to the acquisition.

damage to the Property prior to Ind acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument under paragraph 21 the Uropolty is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this security instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance eartier and Lender. halt have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipings All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

A dquagmed this coverage to protect Lender's rights in the Property in accordance with paragraph A

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

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default v. ary other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration onder paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause c, permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substance: that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Intractions Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is pocessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum products, toxic petroleus, volatile solvents, materials containing asbestos or formaldehyde, and radioacti e materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Vieoerty is located that relate to health, safety or environmental protection.

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

- 21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to 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, foreclosure 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 foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured 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 foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon 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.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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ne to be the same person(s) whose name(s) knowledged that T hey lough the uses and purposes therein set forth.	ore the this day in person, and ac IR free and voluntary petal	ed to the foregoing instrument, appeared beford delivered the said instrument as THE ven under my hand and official seal, this	signed a
by 583 for said county and trace do hereby certify DAUD	PERSON NEVER MARRIE	OF ILLIYOIS. LECHNE CALSES SINGLE PER IN C. ALBANESE, SINGLE PER	.1 Toda
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bas instrument ytingsel sift ni bentance a	estrees in the terms and cases gr	Y SICAING BELOW, Borrower accepts and	18
1-4 Family Rider Biweekly Payment Rider Second Home Rider	nadominium Rider anned Unit Development Rider ate Improvement Rider ther(s) [specify]	Graduated Payment Rider Balloon Rider	

the covenants and agreement of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, and experience of each such rider shall be incorporated into and shall amend and supplement 24. Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded together with this

Check applicable box(es/1

### (Lear result Index-Rus Caps Fund Have Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 31ST day of JULY , 18 91 , and is incorporated into and shell be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

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

5747 NORTH SHERIDAN ROAD-UNIT D, CHICAGO, ILLINOIS 60660

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

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

#### A. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.500 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The adjustable interest rate civill pay may change on the first day of AUGUST , 19 92 , and on that day every 12th month therapiter. Each date on which my adjustable interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury facurities adjusted to a constant maturity of 1 year, as made evailable 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 evallable, the Note Holder vill choose a new index that its based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage points ( 2.750 %) 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 and 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 Mcturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my non-hip payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greate. It. 9.500 % or less than 5.500 %. Thereafter, my adjustable interest rate will never be interested or decreased on any single Change Date by more than TWO percentage point(s) ( 2.000 %) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never by greater than 13.500 %, which is called the "Maximum Rate".

#### (E) Effective Date of Changes

My new Interest rate will become effective on each Change Date. I will pay the amount of my 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 adjustable 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. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

#### 5. FIXED INTEREST RATE CONVERSION OPTION

#### (A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section S(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section S(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first
Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new
fixed rate is called the "Conversion Date."

DPS 408
MULTISTATE CONVERTIBLE ADJUSTABLE RATE RIDER—Single Family—1 Year Treasury Index—Famile Mae Uniform Instrument, Form3118, 1/88

91492195

If I want to exercise the Conversion Option, I must rirst meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. 250.00; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 80-day mandatory delivery commitments, plus five-eighths of one percentage point (0.825%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 80-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(8) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. deginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

#### C. TRANSFER OF THE FROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

TRANSFER OF THE PROPERTY Of 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 writter consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. I owever, this option shall not be exercised by Lender if exercise is prohibited by faderal 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 Equipment to evaluate the intended transferred as if a new loan were being made to the transferred; and (b) Lender reasonably an element in this Security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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 also may require the transfered to sign an assumption agreement that is acceptable to Lender and that obligates the transfered to keep all the promises and agricoments 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 acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section 6 of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section 6 of above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in a fect, 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 acrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

Lilia T. allegrese	(Seal)	me Calle	(Seal)
LIDIA T. ALBANESE	-Borrower	MARIA C. ALBANESE	-Borrawer
	(Seal) -Borrower		-Borrower

### UN Odoro Den LAN ROSE PY

THIS CONDOMINIUM RIDER is made this 31ST day of TULLY 4 95, 1991, 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 located at: 5747 NORTH SHERIDAN ROAD-UNIT D, CHICAGO, ILLINOIS 60660

(Property Address)

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

(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 Leviller further covenant and agree as follows:

- A. CONDOMINUM COVENANTS. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project, (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and excessments imposed pursuant to the Constituent Documents.
- B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," the:
- (I) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

- C. PUBLIC LIABILITY INSURANCE. Borrower shall take such action; 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 sward or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lander. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by cordamnation or eminant domain:
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express banefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Asses dipn; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

payment. BY SIGNING BELOW, Borrower accepts and agrees to the terms	and provisions contained in this Condominium	Rider.
(Seal)	Likin T. allanese	(Seal)
Borrower	LIDIA T. ALBANESE	Borrower
(Seal)	Mrs. C. allan	. C. (See)
Borrower	MARIA C. ALBANESE	Borrower
		BB0 4440

MULTISTATE CONDOMINIUM RIDER-Single Family— Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Form3140 8/80

**DPS 1118** 

## UNOFFICIAL OPY, 5

PARCEL 1:

LOT 15 AND THE NORTH 14 FEET OF LOT 16 (EXCEPT THE WEST 14 FEET OF SAID LOTS CONDEMNED FOR SHERIDAN ROAD FORMERLY SHEFFIELD AVENUE) IN BLOCK 21 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE EAST FRACTIONAL HALF OF SAID SECTION 5 LYING EAST OF AND ADJOINING PARCEL 1 AND LYING BETWEEN THE NORTH AND SOUTH LINES OF SAID PARCEL TEXTENDED EAST TO INTERSECT WEST LINE OF LINCOLN PARK, AND LYING WEST OF SAID WEST LINE OF LINCOLN PARK AS SAID WEST LINE IS SET FORTH ON FLAT RECORDED JULY 16, 1931 AS DOCUMENT 10938695 SAID WEST LINE IS FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 14 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 16 EXTENDED SAID POINT BEING 240.74 FEET EASTERLY FROM THE EAST LINE OF NORTH SHERIDAN ROAD AS WIDENED; THENCE NORTHERLY 64.14 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 15 EXTENDED SAID POINT BEING 236.41 FEET EASTERLY FROM THE EAST LINE OF NORTH SHERIDAN ROAD AS WIDENED, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 8 TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26502277 TOGETHER WITH ITS UNDIVIDED PERCENTAGE Ount Clert's Offic INTEREST IN THE COMMON ELEMENTS.

14-05-407-018-1004

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