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February, 1985 COOK CORMIN HE MO 808

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CAUTION. Coneuit a lawyer before using or acting under thus form. Neither the publisher nor the seller of this form makes any warranty of merchantability or fitness for a particular purpose. (laubivibal of laubivibal)

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(The Above Space For Recorder's Use Only)

,bing bund ni and valuable consideration DOLLARS, Ten Dollars and no/100 and other good Tor and in consideration of . To star? stonilli Chicago County of off the COOK krieder, his wife Paul J. Krieger and Florence Erie

Chicago, IL 60657 553 W. Oakdale, tinu Karen I. Uselmann

the following described Real Estate situated in the County of

UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK CONDOMINIUM RECORDED AS DOCUMENT 25200625 TOGETHER WITH ITS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF OF LAND LYING EASTERLY OF AND ADJOINING SAID BLOCK 12 AND AERIDIAN, TOGETHER WITH A VACATED ALLEY IN SAID BLOCK AND A TRACT 37, INCLUSIVE, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL OF HUNDEL, 'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND 33 TO DEFINENTED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: ONIT NOTBER 9-1, IN THE 3520 LAKE SHORE DRIVE CONDOMINIUM AS State of Himois to with

COOK

Subject to: See Exhibit A attached hereto and made a part hereof.

hereby releasing and waiving all rights under and by vir ue of the Homestead Exemption Laws of the State of

LS909 Unit 91, Chicago, IL Address(es) of Real Estate: 3520 N. Lake Shore Dr v. Permanent Real Estate Index Number(s): 14-21-112-012-1117

DATED this 11th day of September

(TVHS)

said County, in the State aforesaid, DO HEREBY CERTIFY that se. I, the undersigned, a Motary Pubb in and for State of Illinois, County of TITM

Paul J. Krieger and Florence Erie Krieger, his wife

free and voluntary act, for the uses and purposes therein set forth, including the odged that |t| $\mathbb{R}Y$ signed, scaled and delivered the said matrument as -TV3S to the foregoing instrument, appeared before me this day in person, and acknowl-SSEDIUM personally known to me to be the same persona. Whose name a axe, subscribed

release and waiver of the right of homestead:

Commission expires ... ;... day of , september 16.61 Civen under my hand and official seid, this 44113

T0909 SSS N. LASA (NAMEANDADDRESS) This instrument was prepared by James McParland, Chicago,

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BECORDEBLE OFFICE BOX NO

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> PRINT OF 48V 14d

COUNTY, ILLINOIS,

THE GRANTOR

LEGAL FORMS

GEONGE E. COLE.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Warranty Deed

INDIVIDUAL TO INDIVIDUAL

GEORGE E. COLE' LEGAL FORMS

UNOFFICIAL COPY 6 6

EXHIBIT A

SUBJECT TO: covenants, conditions and restrictions of record; terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments thereto; private, public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; roads and highways; party wall rights and agreements; limitations and conditions imposed by the ope ars; stablis. Condominium Property Act; general taxes for the year 1991 and subsequent years; installments due after the date of closing of assessments established pursuant to the Declaration of Condominium.

with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable hox(es)] 1 -4 Family Rider Adjustable Rate Rider Condominium Rider Biweekly Payment Rider Graduated Payment Rider Planned Unit Development Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) {specify} BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Horrower and recorded with it. Witnesses: (Seaf) Borrower (Seal) - Borrower (Seal) LOAN NO. 1348782-2 State of Illinois undersity xed a notary public id and for said county and state, do hereby certify that KAREN T. USELMANN, A SPINSTER subscribe Up the foregoing instrument. personally known to me to be the same person(s) whose name(s) 13 signed and delivered the same instrument appeared before me this day in person, and acknowledged that SHE free and voluntary act, for the uses and purposes therein set forth. HER 19 90 11 16 Given under my hand and official seal, this day of My commission expires: Notary Public OFFICIAL SEAL JEFFREY C. SCHMIDT NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 8/21/93

24. Riders to this Security Instrument. If one or more rulers are executed by Borrower and recorded together

UNOFFICIAL COPY,

" ЕШВІТ А "

UNIT NUMBER 9-L IN THE 3520 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF BLOCK 2 IN BAIRD AND WARNER'S SUBDIVISION OF BLOCK 12 OF HUNDELY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND 33 TO 37, INCLUSIVE, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TXXETHER WITH A VACATED ALLEY IN SAID BLOCK AND A TRACT OF LAND LYING EASTERLY OF AND ADJOINING SAID BLOCK 12 AND WESTERLY LINE OF NORTH SHORE DRIVE, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A ' TO THE DECLARATION OF CONDOMINIUM RECORDED AS TXIE.
IN COOK

COO IXXUMENT 25200625 TXXETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

LUAN NO. 1345 UNOFFICIAL GOPY7

THIS CONDOMINIT'M RIDER is made this 11th day of SEPTEMBER 19 91, 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 HOME SAVINGS OF AMERICA, E.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3520 NURTH LAKE SHURE DRIVE, UNIT 9L CHICAGO IL 60657

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 3520 LAKE, SHORE DRIVE CONDO

[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 shateholders, 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 fur her covenant and agree as follows:

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

B. Hazard Insurance). So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanker" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the bazards Lender requires, including fire and hazards included within the term "extended coverage," hen:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for brain dissurance 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 active of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard isorance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common element, 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, Bottower shall tall, such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy (ceptable in form, amount, and extent of coverage to Lender.)

D. Condemnation. The proceeds of any award or carm for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 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 condemnation or eminent domain;

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

(iii) termination of professional management and assumption of self-mana ement of the Owners Association; or

(iv) any action which would have the effect of rendering the public hability insurances coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, dwa lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower selected by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear lotterst from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominaum Rider.

Karen T. Wylm.	(Seal)
	(Seal) Borrower
	(Scal) -Borrower
	(Seal)

UNOFFICIAL 4COPY 7

LOAN NO. 1348782-2

(10 Year Treasury Index - Rate Caps

THIS FIXED/ADJUSTABLE RATE RIDER is made this day of SEPTEMBER 19 51, 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 Fixed/Adjustable Rate Note (the "Note") to HOME SAVINGS of AMERICAL LA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3520 NORTH LAKE SHORE DRIVE, UNIT 9L CHICAGO IL 60657

[Property Address]

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE PAPE AND MONTHLY PAYMENT CHANGES

The Note provide, for an initial fixed interest rate of 9.200 %. The Note provides for a change in the initial fixed rate, as follows:

4. ADJUSTABLE INTERES! FATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pro will change on the first day of OCTOBER . 1996 which is called the "Change Date."

(R) The Index

At the Change Date, my interest rate will be lased on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant matarity of 10 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 55 drys before the Change Date is called the "Current Index."

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

(C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF percentage point(s) (2.500%) to the Current Index. The Note Polder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

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

(D) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater the. 15,200%, which is called the "Maximum Rate".

(E) Effective Date of Change

My new interest rate will become effective on the Change Date. I will pay the amount of my i ew monthly payment beginning on the first monthly payment date after the Change Date.

(F) Notice of Change

The Note Holder will deliver or mail to me a notice of any change 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 or given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

KAVIN T. Wylma	(Seal Borrowe
	(Sent) -Borrowe
	(Scal) -Borrower
	(Scal)