P₃Y₀ **BOX 333**

RECORD AND RETURN TO: MORTGAGE CAPITAL CORPORATION 1000 E. WOODFIELD ROAD-SUITE 240 SCHAUMBURG, ILLINOIS 60173

1991 APR -2 PH 3: 08

91146986

9800486729

(Space Above This Line for Recording Data) MORTGAGE

\$18.00

THIS MORTGAGE ("Security Instrument") is given on APRIL 1 , 1991
The mortgagor is CYNTHIA A. DI BIASE, DIVORCED NOT SINCE REMARRIED

("Borrower"). This Sourity Instrument is given to MORTGAGE CAPITAL CORPORATION

which is organized and existing under the laws of

, and whose address is 111 EAST KELLOGG BOULEVARD THE STATE OF MINNESOTA 55101 ST. PAUL, MINNESOTA

("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED AND 00/100

171,200.70). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 1998 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renew is, 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 Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

14-33-302-133-1005

CHICAGO (CHICAGO) 1901 N. ORCHARD STREET-UNIT E which has the address of (Struct)

Illinois

60614 (2 to Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all lasements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and a lixtures 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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: WD-284 Rev. 10/89 14884

Page 1 of 4

Form 3014 12/83 Amended 5/87

DPS 420

124 S40 Morrowerisi Initials Lender may take action under this paragraph 7, Lender does not have to do so. instrument, appairing in court, paying neasonable attorneys' tees and entering on the Property to make repairs. Although Alines sint sove this sethody was the grant secured by a tien which has priority over this Security the section of the section regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights tenders trafits in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may alguificantly affect TENDERCTION OF LENDER'S RIGHTS In the PROPERTY; MORTGAGE INSURANCE. If Borrower fails to perform the lessehold and fee title shall not merge unless Lender agrees to the merger in writing. basehold Borrower shall comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the substantially change the Property, allow the Froperty to deteriorate or commit waste. If this Security Instrument is on a S. PRESERVATION and MAINTENANCE of PROPERTY; LEASEHOLDS. Borrower shall not destrot noiliziupas edt of tolig yletsibemmi inemutizni fruses sirty yd baruses amus eith to mehxe ent of rebned of seeq llens notiziupse ent of rolley the Priore ent of seemet mon If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting straints of the month of the factor of the factor of the special of the payments. Uniess Lender and Borrower otherwise agree in writing, any application of proceeds to principal sales in writing pegin when the notice is given. We boing by operaty or to pay sums secured by this Security instrument, whether or not then due. The Qo day perbo will we have been a secured by the secured offered to settle a claim, then Lender may collect the insurance proceeds, Lender may use the placeds to repair or Borrower abandons the Property, or does not aswer within 30 days a notice from Lender that his insurance carrier has applied to the sums secured by this Security instrument, whether or not then due, with any excres paid to Borrower. If passociation or repair is not economically reasted or Lender's security would be lessened, is not economically reasted shall be the Property damaged, if the restoration or repair is economically feasible and Lender's society is not lessened. If the This stander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of carrier and Lender. Lender may make proof of loss if not made promptly by Borrower receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance shall have the right to hold the policies and renewals. It Lender requires, Pr. r. was shall promptly give the Lender all where the include a standard include a standard be sceptable to Lender and short include a standard mortgage clause. Lender blendilw yldanosaennu insurance carrier providing the insurance shall be chosen by Borrower July of to Lender's approval which shall not be requires in une periods that insurance shall be maintained in the amounts and for the periods that Lender requires. The insured against loss by the harards included within the term "extra ded coverage" and any other hazards for which Lender S. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property the giving of notice. identifying the lier. Borrower shall saftsty the tien or take one or more of the actions at forth above within 10 days of the Property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a notice to spream in the sectory of the lieu to this Security instrument. If Lender determines that any part to prevent the enforcement of the lien or forfeiture of the property; or (c) secures from the holder of the lien an faith the ligh by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to boog ni sizejino; (d) the back of the light and second and the light of the light o seeigs (s) moving szelnu framunismi tytiuses sirt neve this security instrument unless Borrower. (s) evidencing the payments. under this maraphabh. It Borrower makes on ese payments directly, Borrower shall promptly furnish to Lender receipting time directify to the person owed pay many. Borrower shall promptly furnish to Lender all notices of amounts to be paid shall pay things obligation in the man are provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on Proporty winds have site in priority for this Security instrument, and lessehold payments or ground rents, it any. Borrower CHANGES, LIEUS. Borlower shall pay all taxes, assessments, charges, fines and impositions attributable to thou Note; third to amounts payably inder paragraph Z; fourth, to interest due; and last, to principal due. ent rebrir and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the application as a credit at sinst the sums secured by this Security Instrument.

3. APPLICATION AN MENTS. Unless applicable law provides otherwise, all payments received by Lender under Funds held by Lender, if under peragraph 19 the Property is sold or acquired by Lender, Lander 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 Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any ampunt necessary to make up the deficiency in one or more payments as required by Lender. arrount of the Funds, held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Milital ampling of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due the Funds was amed by things are pledged as additional secutity for the sume secured by this Security instrument. thange, an amuna accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interes to be paid, eporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in Edinder in connection with Borrower's entering that Security lustrument to pay the cost of mandendent tax Lander pays Borrower inferest on the Funds and applicable law permits Lender to make such a charge. A charge assessed

Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless atate agancy lincinding Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. or all and it is not a state of the state of which are insured or granteed by a state of the sta

insurance premiums, it any. These items are called "escrow items." Lender may estimate the Funds due on the basis of jesshodid payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums; and (d) yearly mortgage Vinewitth of: (a) yearly taxes and assessments which may attain priority over this Security instrument! (b) yearly to leaned which payments are due under the Note, and to to to to the individual to the contract of the contract of STUNDS TO TAXES and INSURANCE | Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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Any amounts disbursed by Lender under this paragraph 7 shall become adultional debt of Borrower secured by this Security Instrument. Unless Borrower and Cender 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for 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, 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 gaid to Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. BORROWER NOT PELEASED; FORBEARANCE BY LENDER NOT a WAIVER. Extension of the time for payment or modification of amortiza ion of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not organize 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 of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. SUCCESSORS and ASSIGNS BOUN'2; JOINT and SEVERAL LIABILITY; CO-signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenint, 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 Propert, 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 may agree to extend, modify, forbear or make any accommodation; with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. LOAN CHARGES. If the toan 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 such 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.
- 13. LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable accordance to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.
- 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 mail 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 82 rower. 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.
 - 18. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. TRANSFER of the PROPERTY or a BENEFICIAL INTEREST in BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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.

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	The state of the s	WA Commission Expires 5/26/92
	Motary Public	Clora B. Miller Adotary Public, State of Illinois
		My Commission Exelies: "OFFICIAL SEAL"
	T dey of T	SIVE LINE SINT LESS SEIDITTO DUE DRAN TO THE SENT THE SEN
		personally known to me to be the same Person(s) foregoing instrument, appeared before me this day i signed and and delivered the said instrument as LLL as unequentionally set forth.
	INCE REMARKIED	for said county and state, do hereby certify that
	, a Notary Public, in and	LHE INDERSIGNED
	County ss:	State of Illinois, COOK
	1 For Acknowledgement?	the control of the co
	(ISBC), TOWOTION—	(1692). 1ewono8-
	-Bottower	CYMTHIA A. DI BIASE
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	bne friemustril ytimoed aidt in banishnes stranener and	BY SIGNING BELOW, Borrower accepts and agrees to the it any rider(s) executed by Borrower and recorded with it.
		X Other(s) (specify) BALLOON RIDER
	18b A 1 TemqolavaC	Graduated Payment Rider Planned Unit C
	Tebia Pimel 4-1	Adjustable Rate Bider Condominium
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	more riders are executed by Borrower and recorded together so teach such rider shall be incorporated into and shall smend to such the little practice a part of this Security instrument as if the riderial were a part of this Security.	tine the bas stangeror off, thomustan ytimpe sidt affw
	of homestead exemption in the Property.	22 WAIVER OF HOMESTEAD. Borrower waive all right
	this Security Instrument, Lender shall release this Security	ST. RELEASE Don payment of til st ms secured by a instrument without charge to Borrower. borrower shall pay a
	ents, including, but not limited to, receiver's fees, premiums on	of noticellos and trapoparent to the constant of the contract
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4	CIPECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES	JUDICIAL PROCEEDING LENDER SHALL BE ENTITLED TO CO
4	CUIRE IMMEDIATE RAYMENT IN FULL OF ALL SUMS SECURED AND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY	SPECIFIED IN T. I. WOTICE, LENDER AT ITS OPTION MAY RE
	THE NON-EXISTENCE OF A DEFENULT OR ANY OTHER DEFENSE IF THE DEFENSE THE DATE	OF BORROWTH TO ACCELERATION AND FORECLOSURE.
	VER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND	PROPERTY, THE NOTICE SHALL FURTHER INFORM BORROW
	SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE	STAU BHY BROSSE NO NO TLUASED BHY BRUD, OT BRULLAS
	HED TO CURE THE DEFAULT; (CI A DATE, NOT LESS THAN 30 YER, BY WHICH THE DEFAULT MUST BE CURED, AND (D) THAT	SHALL SPECIEV. (A) THE DEFAULT; (B) THE ACTION REQUI
	ESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE	TO ACCELERATION UNDER PARAGRAPHS 13 AND 17 UNI
	L GIVE NOTICE TO BORROWER PRIOR ITO ACCELERATION	LENDER SHALL
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	and shail continue unchanged. Lipon, reinstatement by Bornower, the noting of the section of the notion of the section of the	murizal Viliuse2 sidt yd berusez amus edt ysq. of nolisgildo
	A justrament, Lender's rights in the Property and Borrower's able attorneys' (ees) and (d) takes such action as Lender may	lituos2, sidt to neil edt fadt enzag of erluger yldanosser
	sinf pnioroine ni berruoni sezneque lis eyeq (o) ;efnemeergs r	occurred; (b) cures any default of any other covenants or
	this Security Instrument. Those conditions are that Borrower: a this Security Instrument and the Note had on acceleration	niptothe frampbul s to yithe (d) to themustril ythree sint
	y time prior to the earlier of : (a) shape to rother period in the missing prior of the contained in	ne je beunitnoszib-tnemusteni ylisseg eldí(†6 tnemesyotne i iz esoled (tnemetatenies tot ylisega yam wal eldasiligga za
	meets certain conditions, Borrower shall have the right to have	18: SORROWER'S RIGHT to REINSTATE. If Bottower
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UNIT 3, IN THE 1901 NORTH ORCHARD CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 1: THAT PART OF LOTS 9 AND 10 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF ORCHARD STREET, 48.50 FEET SOUTH OF THE NORTH LINE OF LOT 9 AFORESAID, THENCE EAST 125 FEET THENCE SOUTH 25 FEET, THENCE WEST 125 FEET THENCE NORTH 25 FEET TO THE PLACE OF BEGINNING (EXCEPT THE SOUTH 8 INCHES THEREOF) ALSO KNOWN AS THE NORTH 1/2 (EXCEPT THE SOUTH 8 INCHES THEREOF) AND EXCEPT THE EAST 7 FEET THEREOF OF LOT 4 IN THE COUNTY CLERKS DIVISION OF THE WEST 1/2 OF LOTS 9, 10 AND 11 AND THE NORTH 1/4 AND THE SOUTH 1/4 OF LOT 12 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE SOUTH 24 FEET OF THE NORTH 48 1/2 FEET OF THE WEST 120 FEET OF LOT 5 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26017604 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. THE EXCLUSIVE RICHT TO THE USE OF PARKING SPACE P-1, PARCEL 3: A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO AS TOURNAY CIERTS OFFICE THE DECLARATION AFORESAID RECORDED AS DOCUMENT 26017604, IN COOK COUNTY, ILLINOIS.

14-33-302-133-1005

Proberty of Coot County Clerk's Office

,1991 ,

THIS CONDOMINIUM RIDER is made this 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 MORTGAGE CAPITAL CORPORATION

(the "Lender")

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

1901 N. ORCHARD STREET-UNIT E, CHICAGO, ILLINOIS (Property Address)

The Property Includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 1901 NORTH ORCHARD 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 Lender further covenant and agree as follows:

- A. Conductrium 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; iii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" police 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 lire 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 warm; 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 in mance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elemint., any proceeds payable to Borrower are hereby assigned and shall be paid to Lander 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 liabilty insurance policy ac eptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or clair, for damages, direct or consequential, payable to Borrower In connection with any condemnation or other taking of all or any rart of the Property, whether of the unit or of the common elements, or for any conveyance in fleu of condemnation, are he at a assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrurie it as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after jotice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- 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 of in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents in the recovision 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 coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then cender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower sugared 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 Bolcower requesting payment.

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

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CYNTHIA A. DI BIASE	-Borrowe
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	(Sign Original Only)

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THE WORLD STORY 3.3425

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THIS BALLOON RIDER is made this 1ST day of APRIL , 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to MORTGAGE CAPITAL CORPORATION

(the "Lender") of the same date and covering the property described in the Security instrument and located at: 1901 N. ORCHARD STREET-UNIT E CHICAGO, ILLINOIS 60614

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note. Security instrument and this Rider. The Lender or anyone who takes the Note, the Security instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL FIGHT TO REFINANCE

At the maturity date of the Note and Security instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of APRIL 1 , 2021, and with an interest rate equal to the "New Note Rate" determined in according with Section 3 below if all the conditions provided in Sections 2 and 5 below are mel (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, it is extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the imprey to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still by the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my man ply payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interes' "qual to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mundatury delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day time; the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not wallable, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not gleater then 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) active 1 but unpaid interest, plus (c) all other sums I will own under the Note and Security Instrument on the Maturity Date (assuming in monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month antil the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option If the conditions in Section 2 above are me. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's amplicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as cital lated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

Y SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.							
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