

PREPARED BY:
JOANNE ALITTO
SCHAUMBURG, IL 60173

UNOFFICIAL COPY

COOK COUNTY REC'D 9/13/91

1991 JUL 19 AM 11:40

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RECORD AND RETURN TO:
UNITED SAVINGS ASSN OF THE SOUTHWEST FSB
1301 NORTH BASSWOOD-4TH FLOOR
SCHAUMBURG, ILLINOIS 60173

[Space Above This Line For Recording Data]

5377460

MORTGAGE

\$21

THIS MORTGAGE ("Security Instrument") is given on JULY 15, 1991
MAUREEN M. HICKEY, WIDOW

The mortgagor is

(*Borrower"). This Security Instrument is given to
UNITED SAVINGS ASSN OF THE SOUTHWEST FSB

which is organized and existing under the laws of THE UNITED STATES , and whose address is 1301 NORTH BASSWOOD-4TH FLOOR SCHAUMBURG, ILLINOIS 60173 NINETY FIVE THOUSAND NINE HUNDRED AND 00/100

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

Dollars (U.S. \$ 95,900.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2021

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 COOK County, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION.

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTENNANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.
13-18-410-030

which has the address of 6430 WEST BELLE PLAINE-UNIT 309, CHICAGO
Illinois 60634 Street, City .
Zip Code ("Property Address");

Street, City .

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

AMP-GR(IL) 191011

VMP MORTGAGE FORMS 1319299 8109 (800-521-7222)

Page 1 of 6

DPS 1088
Form 3034 9/90
N/MH

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Form 1004-B
DPS 1080

MD GRILL 19101

more of the actions set forth above within 10 days of the giving of notice.
This Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take one or two days to pay off the debt prior to the giving of notice. If Lender determines that any part of the Property is subject to a lien which may attach prior to the enforcement of the lien or (e) severs from the holder of the lien an agreement subsisting to Lender subordinating the lien to it, or demands payment of the debt by the Lender's option or otherwise to prevent the Lender from recovering his interest in the debt, or legal proceedings which in the Lender's opinion affect the lien to good faith the Lender will write to the Lender of the payment of the obligation secured by the lien in a manner acceptable to Lender (b) conveys to Lender the title to the debt.

Borrower shall promptly disclaim any right he has to this Security Instrument unless Borrower (a) agrees to pay all debts to the Lender under this instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

In the person owed payment, Borrower shall promptly furnish to Lender all notices of nonuse to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in due time, Borrower shall pay them on time directly which may affect priority over this Security Instrument, and deposited payments or round rents, if any, Borrower shall pay

4. **Charges!** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions available to the Property third, to interest due, fourth, to principal due and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, and a sum promptly refund to Borrower any Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the liquidation of any

for the excess Funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender is not sufficient to pay the borrowee debts within due date, Lender may make up the deficiency in no more than twelve months, in Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted by this Security Instrument,

depth to the Funds was made. The Funds are pledged as and hold security for all sums secured by this Security Instrument without charge, in amount exceeding of the Funds, shall pay credits and debts to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, Lender shall interest shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender that not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise, unless an reporting service is charged, however, Lender may require Borrower to hold a one-time charge for an independent rental to make such a recording the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a recording the Escrow items, Lender may not charge Borrower for holding and applying the Funds to pay the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds to pay the Funds to pay the (including Lender, if Lender is not a federal home loan bank, Lender shall apply if the Funds to pay the Funds to pay the (including Lender, if Lender is not a federal home loan bank, Lender shall be liable for a federal agency, instrumentality, or entity

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended-time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless mother law that applies to the Funds related mortgag, less may require for Borrower's escrow account under the federal Residential Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," if any) clearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) clearly hazard or property insurance premiums; (d) clearly flood insurance premiums, and assessments which may affect this Security Instrument as a lien on the Property; (b) clearly leasehold payments Lender on the day mortgagor payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (i) clearly taxes 2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Premium and Interest.** Premium and Late Charges, Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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.

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

BORROWER COVENANTS that Borrower is lawfully seized 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

liabilities now or hereafter a part of the property. All representations and additons shall also be covered by this Security TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and instruments. All of the foregoing is referred to in this Security Instrument as the "Property".

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5. Hazard or Property Insurance. Borrower shall keep the appropriate new, existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPB 1081

Form 3014 9/90

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Digitized by srujanika@gmail.com

Form 3014 D-10
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16. Borrower's Copy: Borrower shall be given one comforted copy of the Note and of this Security Instrument.

13. Governing law: This Agreement shall be governed by federal law and the law of the State of New York.

14. **Notices.** Any notice to Borrower provided for in this Second Trust Deed shall be given by delivery or by registered mail and shall be deemed to have been given if delivered at least forty-eight hours prior to the time specified.

13. **Lien Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loans 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 loan charge to the permitted limits; (b) any such loan charge will be reduced by the amount necessary to reduce the loan charge to the permitted limits; and (c) any such loan charge will be reduced by the amount necessary to reduce the loan charge to the permitted limits. If no such law charges are imposed on the instrument, the instrument will remain payable to Borrower. If it results in hardship, the reduction will be limited to the amount necessary to reduce the loan charge to the permitted limits.

any indemnifications will regard to the terms of this Section, notwithstanding the Note without due forfeiture's content.

12. Successors and assigns bound; joint and several liability; co-signers. The covenants and agreements of this
Sequartly instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of
paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who assigns this debt by

11. Borrower Not Responsible: Furthermore the Lender Not a Vendor. Extension of the time for payment or nondelivery of amounts demanded by the Seller by instrument named by Lender to any successor in interest of Borrower shall not affect the rights of Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 sum

be applied to the sums secured by this Security instrument whether or not the same are then due.

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 before the taking, less than the amount of the sums secured immediately before the 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 amount of the sums secured immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking, and (b) the total value of the Property immediately before the taking, less than the amount of the proceeds distributed by the following formula:

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this

10. **Condemnation.** The proceeds of any award of 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 [enter]

payments may no longer be required, at the option of Lender, if mortgagor insures coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender against losses attributable 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 insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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. These 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 of any 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 under 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 or 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 Substances 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 Hazardous 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 necessary, 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 pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property 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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DPS 1094

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My Commission Expires

1661

Given under my hand and official seal, this 15 day of
November, 1988.

For the uses and purposes herein set forth,
I, MURREEN M. HICKIEY, Notary Public in and for said
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that HE / SHE signed and delivered the said instrument as HIS / HER

MURREEN M. HICKIEY, WIDOW
County and State do hereby certify that

I, MURREEN M. HICKIEY, WIDOW
Notary Public in and for said

STATE OF ILLINOIS, COOK

County ass:

Borrower
(Signature)

Borrower
(Signature)

Borrower
(Signature)

Borrower
(Signature)

Witness

Witness

MURREEN M. HICKIEY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in any rider(s) attached by Borrower and recorded with it.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together
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 boxes:
- | | | | | | |
|--|---|--|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Rate Immobile Rider | <input type="checkbox"/> Other(s) (specify) |
| <input checked="" type="checkbox"/> Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> V.A. Rider | |

Check applicable boxes:

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

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RIDER - LEGAL DESCRIPTION

13-600082

PARCEL 1: UNIT 309 IN RIDGEMOOR ESTATES CONDOMINIUM # AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 30 IN DUNNING ESTATES BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 91135714 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.
PARCEL 2: EXCLUSIVE USE OF PARKING SPACE NUMBER 20 AND EXCLUSIVE USE OF STORAGE SPACE 20, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 91135714.

13-18-410-030

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 15TH day of JULY , 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 Adjustable Rate Note (the "Note") to UNITED SAVINGS ASSN OF THE SOUTHWEST FSB

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
6430 WEST BELLE PLATINE, #309
CHICAGO, IL 60634

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S 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 RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.3750 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of AUGUST 1ST , 1992 , and on that day every 12th month thereafter. 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 securities adjusted to a constant maturity of 1 year, as made available 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 available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly 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 monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.375 % or less than 5.375 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.375 %, 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 new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my 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 which I can exercise unless I am in default or this Section 5(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 5(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."

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By signing this document, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

MAUREEN M. HICKY
[Signature]
(Seal)

By signing this document, Lender may invoke any remedies permitted by this Security Instrument if Borrower fails to pay these sums prior to the expiration of this period of not less than 30 days from the date the notice is delivered without further notice or demand on Borrower.

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 of this Security Instrument for payment of all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period of not less than 30 days from the date the notice is delivered without further notice or demand on Borrower.

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 of this Security Instrument for payment of all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period of not less than 30 days from the date the notice is delivered without further notice or demand on Borrower.

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 of this Security Instrument for payment of all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period of not less than 30 days from the date the notice is delivered without further notice or demand on Borrower.

2. IF Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C of above shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

IF Lender exercises this option to repay the principal amount paid by this Borrower within a period of not less than 30 days from the date the notice is delivered without further notice or demand on Borrower, the notice shall provide a period of not less than 30 days from the date the notice is delivered without further notice or demand on Borrower.

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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:

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

IF I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment to repay the principal amount due to me by substituting the Note Holder in my stead in the Note. The Note Holder will receive the new amount as my monthly payment. Beginning with my first monthly payment after the conversion date, I will pay the new amount of my new fixed interest rate in substantially equal payments. The result of this calculation would be sufficient to repay the unpaid principal balance to me on the Note date in full on the maturity date in my new fixed interest rate in accordance with my monthly payment date.

IF I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment to repay the principal amount due to me by substituting the Note Holder in my stead in the Note. The Note Holder will receive the new amount as my monthly payment. Beginning with my first monthly payment after the conversion date, I will pay the new amount of my new fixed interest rate in substantially equal payments. The result of this calculation would be sufficient to repay the unpaid principal balance to me on the Note date in full on the maturity date in my new fixed interest rate in accordance with my monthly payment date.

(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 60-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%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%).

IF I want to exercise the Conversion Option, I must first 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 Holder's Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder any documents the Note Holder requires to give the Note Holder notice that I want to do so; (iv) I must sign and give the Note Holder any documents the Note Holder requires to give the Note Holder notice that I want to do so; (v) I must pay the Note Holder the conversion fee of U.S. \$ 250.00; and (vi) I must pay the Note Holder any documents the Note Holder requires to give the Note Holder the conversion fee of U.S. \$ 250.00.

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THIS CONDOMINIUM RIDER is made this 15TH day of JULY 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 UNITED SAVINGS ASSN OF THE SOUTHWEST FSB

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 6430 WEST BELLE PLAINE-UNIT 309, CHICAGO, ILLINOIS 60634
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: RIDGEMOOR ESTATES CONDOMINIUM V
(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. CONDOMINIUM COVENANTS. 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 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" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of 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 actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim 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 if the provision is for the express benefit of Lender;

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

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

F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of 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.

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

(Sign)

Borrower

(Sign)

Borrower

(Sign)

Borrower

(Sign)

Borrower

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