FFICIAL CORY FIRST FEDERAL OF ELSIN, 28 NORTH GROVE AVENUE LN # 001698-0 This instrument 92542939 [Space Above This Line For Recording Data] DEPT-DI RECORDING 1111 TRAN 2672 07/24/92 12:12:00 035 # #-92-542939 COOK COUNTY RECORDER T#1111 #4035 # MORTGAGE 5 112578/N921067 Cara B. Q. . The mortgagor in THIS MORTGAGE ("Security Instrument") is given on 23 1992 JULY ω Christing C. Collins an unmarried woman and Leslie A. Chandler, an unmarried man XXXXXXXXXX changes made per approval of Tanya S. Sinko ("Borrower"). This Security Inst. un ant is given to FIRST FEDERAL OF ELGIN, 7.S.A. which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose address is 28 NORTH GROVE AVENUE, PLGIN, ILLINOIS 60120 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY SEVEN THOUSANT AND 00/100 Dollars (U.S. \$ 137,000.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly . This Security payments, with the full debt, if not paid earlier, due and proable on AUGUST 1 2022 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 cover ints 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, Illindic: COOK Clory's Offic SEE ATTACHED LEGAL DESCRIPTIONS 92542939 PIN #'S 17-10-211-012 & 17-10-211-016 VOL: 501 [Street, City], #408-409, CHICAGO which has the address of 540 N. LAKE SHORE DR. ("Property Address"); Illinois 60611 (Zip Code) ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT -6R(IL) (9101) VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

415gc

92542939

HOW STURING

A Company of the company of the company of the contract of the

to have happinery odi obtano I ereco in scriptory of

ADEN A de distriction de la constant

Of Collaboration Appa, we will some end of our military to the source of th under engage et adapt en black fan skelst et skeld in et al. et e and the free training of the character states. The state of the stat and resigned to the colour statement from the

UNOFFICIAL5 @@PY?

TOGETHER WITH all the improvement now or hecesiter credited on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be half in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Benevier for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall are, be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing cred to and debits to the Funds and the purpose for which each debit to the Funds was

made. The Funds are pledged as additional security 10; all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security List ment, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or se't the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquirition or sale as a credit against the sums secured by this

Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

third, to interest due; fourth, to principal due; and last, to any late charges due uncer the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amount, to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

-6R(IL) (9101)

Page 2 of 6

Form 3014 9/90 Initials:

52502939

UNOFFICIAL COPY Issue of committee the later of men weren etropical day a toro

olds three or settler his outside of a relation of a the constant rate to the first of the state of Interest dates the same of the contract of the contract of

THE SHOOT HAVE BY IN HER WAS A STORY OF THE STORY The second second second to the second second to the second secon to the contract of the contrac Company of the surgest the father and in the control Bury season segmentation from some a ${\rm d} k$, where we have a $k = 1, \dots, k$ and $k = 1, \dots, k$ Control town & Dr. . On a conkert. near the office to the contract of the The same of the sa

guidancia, steam c Agents of the Armen Co. greater to at least of a Secretary of Bridge Herbert et the topics of system to make it. and more form of the for resulting to be AR DELAST BOOKEN I FROM A MARKET WAS COMES OF

But the second of the state of the second et caterio so accesso a la companya de la companya assettant for Aporto Charles & For Span pelaws man years on an environment of

arged years was sell to read a real boars of 5.5% with the other to be received to the state of the first of the ald genopress and the base of the second

edigramency to been consisted to the energy of of the man arts are arter entire property on

HARRY ME ASTRAGE OF STREET The Control of the Section of the Control of the Co to Appear with the second of the second Continue process of the district

Cook County Clark's Office Mirborn or morning Control Control State HOLD BUILDING CONTRACTOR OF THE CONTRACTOR OF THE to be seen to be present the control of the second to the our areas publications are six of the control of the control of rate the property of the recovery the test to that the Burner to the Court of the State of the Stat

केष्ट्रण ११६६ करणने J. B. L. Berry

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing of 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 accurring 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, er ab ish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and (191) continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lendar 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 of commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is occur 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 16 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 Len eer'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 loss syidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a pri cipal 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 Borrove 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 it ay 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 Approver 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 ray 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 as proved 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 insurance to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/90 Inklinia: CC

Artist March 1 March 12 BEARING COMPLEX STORES TO A BOTTON TO A SECOND

The provided the control of the second of th

Suff on the party manner were the formation of all of the search and the sufficient of the sufficient AND CONTROL OF THE CO green the contract of the second contract

the Committee of the control of the

Little of the traperty transfer of the state of the Los Coot Colling Clart's Office all all the fill all the Support of Spirit Co. great, the group of the 24 Budger general trade to the entire y Brown there was a live of Received a forest to a contract of Commission per particular STORY OF THE STORY whet was a some of a fire High, the see of the period of the other tensors

professional and as the selection of anything selections are selections of the selection of MATERIAL STATES OF THE STATES relieved to being compared to their a set of some

भूष्ट्राक्षक्र स्टिन्दार । ११ १ ५६३ - ११ ११ ११ ११ ११ ११ १ to much will executive a few sites there is a

Minimages and the experience of the experience o salpan visite a possible east of the visit of the visit of the position of the product of the visit of the vi and the processing of the second of the seco क्षणकार्य इस्पार्ट कार्यक्र (कार्यक्र (कार्य) । अत्युक्त कार्यकार स्थापिक कर्

Beide Fine meine

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

by this Security Instrument, whether or not then due.

Unless Lender and Bc ro ver otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

the due date of the monthly proments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released: Corbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason 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.

12. Successors and Assigns Bound; Joint and Soveral Liability; Co-signers. The covenants 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 covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note withou: that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owen under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to Lenders or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal kew and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security I carument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and too, Note are declared to

be severable.

Form 3014 2/90 Initials:

Lorent Combination School of antique that remark it syntamors and large term

gan the consist of the state of the state of the state of But from any officer of the early force to the

Epigent of verse, in the officers g the a region of the man from the first the no me an element of the second with the more than the second of the first of the second o what to get our out it is not be not a too. rate of the experience of the control of the control of the Marcon of the

ng situat in a site of a situation in in the second of the second of

كوروري والأراف الرودووي الأوامان Beer granger in the first references in the Police Co. Sound on the first Commence of the own to be to be a set of

with the property of four confidential the program is never to be the control of the state of th Light Markey States of the Control of in a service of the s Acres 198 197 F. S. Caller the profession of the first of the control of the c growing a superior of the superior and a superior of the super experient them to be a considered to be a first or an Spring to the second se again. In an appropriate content to object.

SAL BELLEVILLE CONTRACTOR LAND

regularies of many particles of the contraction THE ROLL OF THE PROPERTY AND A STA what have been been a first on the contract of the property at me as follows as easy the And Andrew Comment of the Comment of

all forms have been been found forces have spaces the entire of the

Date of his mine?

Coot County Clart's Office

16. Borrower's Copy. 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

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 Parameter.

by this Security Instrument without further notice or demand on Borrower.

If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Reinstate. enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default 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. 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 explicable law.

20. Hazardous Subrances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or 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 As ardous 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 privite party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge of sorrower 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 I nvir immental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substanc: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials on taining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal 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 Berrywer 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 payarent 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 an 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.

Form 8014 9/80

mm algered energy position of a second success play and a larger of a men with the composition in weather the contract.

entransky theory on a compa between with some line is

grander allegen sole Limite des la trapa el mari di la la Callera al la di

gradient de la Armania. Austria de mantances de la Armania de la the other alegerance of

Service Conference and the con-the transport of the contraction

tor County Clarks Office But I suggest the top and some in the contract of Letter Ti dipare of a tree food or . Kan Managan ana kaominina dan menanggan da Kanadan Managan Managan kan dalam dan Assumption to the bold to make a discount of graph of growing the bearing as much expense assertion of the company of gill a regular to be for the first and of material and the control of the conwithing the gritter as in the control of the contro

The Control of the American Accounty Engineering

BROK KEND WANT

UNOFFICIAL5@PY?

24. Riders to this Security Instrument. Security Instrument, the covenants and agrees the covenants and recements of this Security [Check applicable ton.(es)]		ated into and shall amend and supplement
Adjustable Kale Rider Graduated Pryment Rider	Condominium Rider Planned Unit Development Rider	1-4 Family Rider Biweekly Payment Rider
Balloon Rider V.A. Rider	Rate Improvement Rider Other(s) [specify] LEGAL DESCR	Second Home Rider
V.A. Rider auch pu TS 7-23-12	changes made p	per approval of Tanya S. Sink
BY SIGNING BELOW, Borrower	and agrees to the terms and covenants co	ntained in this Security Instrument and in
any rider(s) executed by Borrower and records Witnesses:		00 11 np 1 20
100 000		Lac School County
Malere E (when	Social Security Numb	ornokravojekarka .
Valeu & Trubu	Christine	C. Callino (Scal)
Valle C / rage	CHAIGITAE C COD	
	Social Security Numb	$\mathcal{C}^{(0)}$
	-Borrower Legite A. Chan	(Seal)
Social Security Number	Social Security Number	
STATE OF ILLINOIS,	Country	= · · · · · · · · · · · · · · · · · · ·
I,	, a Notary Public in and for said	d county and state do hereby certify that
		61
	, personally known to me	ال) be the same person(s) whose name(s) عرادا
subscribed to the foregoing instrument, appeare	d before me this day in person, and acknow	vlodge 1 that he
signed and delivered the said instrument as	free and voluntary act, for the use	s and purposes therein set forth.
Given under my hand and official scal, this	day of	
My Commission Expires:	- pandu p	llovy
	Notice Public	"OFFICIAL SEAL" LA
This Instrument was prepared by:	V	Hotery Public. State of Illinois
		My Commission Expires Aug. 25, 1995
-0R(iL) (8101)	Page 8 of 8	

the the supplies to trace a superior of the su	
nemathering the terms of the term and processes to the first of the fi	
The state of the s	
Barrier and the control of the contr	
ne beds movement strong and reducte branches of the contract of the first strong and the first	
Comments Adjust to the property of the proper	
Apple of the second of the sec	
Signature Communication of the	
mate offices a restaurat of the users (and remains from the control of the visit of	
companies registral exemple and respect sets of the control of the	
akratina arabatik i eqanjibu arabatik i ete ete ete ete ete ete ete ete ete e	
o de marco de período de productivo de la compansión de la compansión de la compansión de la compansión de la La compansión de la compa	
· · · · · · · · · · · · · · · · · · ·	

Butter Base Fitt

UNOFFICIALS @@PY®

ADJUSTABLE RATE RIDER

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

THIS ADJUSTABLE RATE RIDER is made this 22ND day of JULY . 19 92, 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 FIRST FEDERAL OF ELGIN, F.S.A.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 28 NORTH GROVE AVENUE, ELGIN, ILLINOIS. 60120

540 N. LAKE SHORE DR. # 408-409 CHICAGO, ILLINOIS 60611

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 PA'E 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 (Arti) or covenant and agree as follows:

A. ADJUSTABLE TONE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of 6.50
the adjustable interest rate and the monthly payments, as follows:

. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

B) The Index

Beginning with the first Change Date. c., adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury occurities 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 that is based upon comparable information.

The Note Holder will give me notice of this choice.

92542939

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND THREE-QUARTERS percentage point(s) (2 75 %) 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 of 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 8.50 % or less than 4.50 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than

percentage point(s) (TWO %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than SIX %, 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:

FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate
I have a Conversion Option that I can exercise unless I am in default or this Section 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.

MULTISTATE CONVERTIBLE ADJUSTABLE RATE RIDGR—Single Family—1 Year Treesury Index—Famile Mae Uniform Instrument Form 2118-1/86 (page 1 of 2 pages) (page 1 of 2 pages)

UNOFFICAL STATE OF THE RESULT OF THE PROPERTY OF THE PROPERTY

Lealie A. Chandler

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

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 If | want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I

Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion

Holder requires to effect the conversion. ; and (iv) I must sign and give the Note Holder any documents the Note; 500.00 2 .2.U 10 sol

will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this againeoneg and lo applicable 60-day mandatory delivery commitments, plus five-cighths of one percentage 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 My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a (B) Calculation of Fixed Rate

that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity If I characte the Conversion Option, the Note Holder will determine the amount of the monthly payment (C) Stayment Amount and Effective Date not be greater than the Maximum Rate stated in Section 4(D) above.

as my monthly payment until the Manurity Date of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount Date at my new it at interest rate in substantially equal payments. The result of this calculation will be the new amount

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Unii) Borrower execulace the Conversion Option under the conditions stated in Section B of this Adjustable Rate

sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) Transfer of the Property or 2.34 seficial interest in Borrower. If all or any part of the Property or any interest in it is Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Tobino. J assumption and that the risk of a breach of any compant or agreement in this Security Instrument is acceptable to to the transferee; and (b) Lander reasonably acremines that Lender's security will not be impaired by the loan by this Scourity Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all aums secured

Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Lender and that obligates the transferee to keep all the promise and agreements made in the Note and in this Security the loan assumption. Lender also may require the threaten to sign an assumption agreement that is acceptable to To the extent permitted by applicable law, Lender ma charge a reasonable fee as a condition to Lender's consent to

expiration of this period, Lender may invoke any remedies permitted by this Seurity Instrument without Lurther notice which Borrower must pay all sums secured by this Security instrument. If Porrower fails to pay these sums prior to the The notice shall provide a period of not less than 30 days from 'ne date the notice is delivered or mailed within 1. Lender exercises the option to require immediate payment in full. Lender shall give Borrower notice of accelera-

cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall it stead be in effect, as Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C I above shall then If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate or demand on Borrower.

sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is (Ollows:

as of the date of this Security Instrument. by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured

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

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

(eaded z jo z edad)	19 1 A 19	Laster of Charles
Borreway 98/F 8FF8 mmo?		CHEISTINE C COLLINS
(las2)	***************************************	Christine C. Collino (Scal)
iewono8-	* *	AR SHORK ARXION SHOWN BORROWS
(las2)	***************************************	nonogranogranogranogranogranogranogranog
		ider. De la

LN # 001698-0

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 23rd day of JULY , 1992 , 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

FIRST FEDERAL OF ELGIN, F.S.A.,

(the "Lender")

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

540 N. LANE SHORE DR. #408-409, CHICAGO, IL 60611

[Property Address]

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

540 NOWTH LAKE SHORE DRIVE

92542939

[Name of Condominium Project]

(the "Condominium Project"). If we 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 eduction to the covenants and agreements made in the Security Instrument, Borrower and Lender further 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-'aws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and sesessments 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 records Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the rionally 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 in area ce coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner 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 axigned 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

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 2

Form 2140 9/90

-\$ (9103)

VMP MORTGAGE FORM8 - (313)203-8100 - (800)821-7291

inklate: <u>CC</u>

John 166 4 77

牙科自己 计控制器的设置

graphic and the second propagation again the comment of the comment of the contract o

e cadenal em

Experience that I divide a feet COB CHARLES MAN TO COME OF A the address two dynamic rise is a

MARKET BURE SECTION OF THE SECTION

 $aB = C_{ab}(x) + c_{ab}(x) + \frac{1}{2} \left(\frac{$ And Same Dept. policies and the second SAME A CONTRACTOR AND CONTRACTOR

The second section is the property of the second section. State of the second state of the and gradual and some of the Artists to him to be

Burgas Fall Community Holling in the

FOOT COUNTY CLORATS OFFICE Plot the second second second second second

Burgarier gerenden bereiten ber in der eine der the property and the second state of the contract of the second state of the second st

en grande de la grande de la companya Mangana de la grande de la companya ong talah salah garapatan salah s

CAMPENDATE WITH IN LORM WHEN A SHARE A SHARE A SHARE AND A SHARE A SHARE AND A SHARE A 种类的 医四次 植物类

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 Syners Association unacceptable to Lender.

F. Remedies. If Fortower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts distanced 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 Rider.	agrees to the terms and provisions contained in	ce RC
;	Christine C. Collins	-Borrowe
	CHRISTINE C COLLINS	-Borrowe
	Leslie A. Chandler	-Borrows (Scal
hanges made per approval of Tanya	S.Sinko	-Borrowe

92542939

•	
out Million Transfer and the second transfer and to the second se	
The Mark State of Control of the Con	
ngo nebia (Dinakabata) ayanta da Masa da Kasa	
egotikeri, ne tipi setti ne me eminete tide te e e e e e e e e e e e e e e	
the part of an access of all the many of the con-	
Right with the design and the following the control of the control	
ngazione, acceptate de la prima de la company de la compan	
neg period the little of the factor of the contract of	
Symple and the second of the s	•
gates to be at the companies of the same of the companies	•
Edmod and the rest the family the contract of	
application to the state of the	
0 <u>/</u>	
Wints	
removal	
The same and a state of the state of the same of the s	
Market .	×,
Amazoria de la companya della companya della companya de la companya de la companya della compan	
; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	
Market Committee	
Charles the Control of the Control o	
80%;	T
THE ROLL OF THE PARTY OF THE PA	9,
The state of the s	
	O
	C
are and the	

nade Chile Street

EXHIBIT A

LEGAL DESCRIPTION FOR 540 NORTH LAKE SHORE DRIVE

Unit 408 & 409 in 540 North Lake Shore Drive Condominium as delineated on survey of Lots 29 (except that portion taken for street purposes in Case 82L11163) and Lot 30 and the West 1/2 of Lot 43 in Circuit Court Partition of the Ogden Estate Subdivision of parts of Block 20, 31 and 32 in Kinzie's Addition to Chicago in the North 1/2 of Section 10, Township 33 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois which survey is attached as Exhibit "A." to Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated February 11, 1980 and known as Trust Number 49637 and recorded in the Office of the Recorder of Deeds as Document Number 92468797 together with an undivided .7712 percentage interest in said parcel (excepting therefrom all the property and space comprising all the units thereof as defined and set forth in said declarations and survey).

Granter also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the Declaration of Condominium; and granter reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining land described therein.

This Deed is subject to all rights, easements, covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

17-10-211-012 17-10-211-016

92542939

PROFILE CHOME MADE FIRE BUT TO SERVICE

AND SECTION OF THE MODEL OF THE SECTION OF THE SECT Of County Clert's Office

and the Same of Add to

CONTRACTOR CONTRACTOR CONTRACTOR Albert of the control o