

# UNOFFICIAL COPY

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## MORTGAGE

DEPT-01 RECORDINGS

\$39.50

T#8888 TRAN 2913 09/11/92 12719100

#2042 G - 92-675522  
COOK COUNTY RECORDER

ILCM-3014-C-1

484778

THIS MORTGAGE ("Security Instrument") is given on AUGUST 31, 1992  
NANCY MCADAMS, A SINGLE PERSON

The mortgagor is

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA, and whose address is MINNESOTA SERVICE CENTER, P.O.BOX 9270, DES MOINES, IA 503069270 (Lender). Borrower owes Lender the principal sum of SEVENTY FOUR THOUSAND AND 00/100

Dollars (U.S. \$ 74,000.00)

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 SEPTEMBER 01, 2022. 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:

UNIT 15A TOGETHER WITH AN UNDIVIDED 1.659 PERCENT INTEREST IN THE COMMON ELEMENTS IN 1540 NORTH STATE PARKWAY CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22947005, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3950  
RE

TAX STATEMENTS SHOULD BE SENT TO:

NORWEST MORTGAGE, INC., MINNEAPOLIS SERVICE CENTER, P.O.BOX 9270, DES MOINES, IA 503069270

which has the address of 1540 N STATE PARKWAY #15A CHICAGO  
Illinois 60610  
(Zip Code)

(State, City),

("Property Address");

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This instrument was prepared by:  
NORWEST MORTGAGE, INC.  
175 E. HAWTHORN PARKWAY  
Carrie Westall  
OFFICIAL SEAL

Notary Public  
Form 301A 8/80  
Page 6 of 6  
Date of filing: 9/23/92

SUITE 150  
VERNON HILLS, IL 60061-1129  
175 E. HAWTHORN PARKWAY  
NORWEST MORTGAGE, INC.

Given under my hand and official seal, this 23rd day of AUGUST 1992  
Signed and delivered the said instrument as a valid voluntary act, for the uses and purposes therein set forth.  
Subscribed to the foregoing instrument, appeared before me personally in person, and acknowledged that he  
is personally known to me to be the same person(s) whose name(s)

I, NANCY MCADAMS, A SINGLE PERSON  
a Notary Public in and for said county and state do hereby certify  
that Nancy McAdams, a single person

STATE OF ILLINOIS, COOK COUNTY ss:

Borrower  
(Seal)

Borrower  
(Seal)

NANCY MCADAMS  
(Signature)  
(Seal)

Witnesses:  
in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts all the terms and covenants contained in this Security Instrument and  
will be bound by them.

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. ILCS  
(Check applicable boxes)  
 Adjustable Rate Rider  
 Condominium Rider  
 1-4 Family Rider  
 Biweekly Payment Rider  
 Planned Unit Development Rider  
 Balloon Rider  
 Graduated Payment Rider  
 V.A. Rider  
 Secured Home Rider  
 Officer(s) [Specify]

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the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. ILCS  
(Check applicable boxes)  
 Adjustable Rate Rider  
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 Planned Unit Development Rider  
 Balloon Rider  
 Graduated Payment Rider  
 V.A. Rider  
 Secured Home Rider  
 Officer(s) [Specify]

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default 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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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower writes to the payee of the obligation secured by the lien in manner acceptable to Lender; (b) conveys in good faith the lien by, or deeds 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 substantially to the terms of this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may interfere with the title to the Property or the use or value of the Property over which the lien is held.

4. **Charges:** Lenses, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue prior to this Securitization, and shall hold payments of ground rents, if any. Borrower shall pay all expenses of administration, including attorney's fees, incurred by the Securitization Trustee in connection with the exercise of its rights under this Agreement.

1 and 2 shall be supplied; first, to any prepayment charges due under the Note; second, to pay debts, taxes, or assessments, or to secure payment of principal, to pricipal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property. Under, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law.

Escrow items or otherwise in accordance with applicable law.

19/4 is recommended from time to time, 12 U.S.C. Section 2001 et seq. ("KESPA"), unless another law applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

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 affect 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; (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 "Funds".

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount in 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 ("RESPA").

**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 this Note and any prepayment and late charges due under the Note.

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 or 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

All fixtures now or hereafter a part of the property, All replacements, renewals, or additions made on the property, and all improvements, appurtenances, fixtures, equipment, and other property which may be added to the property, All repackments and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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Form 3014 6/90

B. Mortgaging Intangible Assets: If Lender receives money or securities as a consideration of mortgaging intangible assets, the premium paid by the borrower shall pay the premium received to maintain the intangible assets in effect. If, for any reason, the intangible assets are not maintained in effect, Borrower shall pay the premium paid by the Lender.

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 until the payable, with interest, upon notice from Lender to Borrower requesting

7. Protection of Landlord's Rights in the Property. If the Tenant fails to perform the obligations and requirements contained in this Security Deposit Agreement, or there is a legal proceeding that may significantly affect Landlord's rights in the Property (such as a proceeding in bankruptcy, probate, for guardianship or for failure to enforce laws or regulations), then Landlord may do and shall have the right to take such action as is necessary to protect his/her interest in the Property.

6. **Occupancy, Pre-termination, and Protection of the Property:** Borrower's loan application for this Security shall remain valid until completion of the Project as per the terms and conditions of the Agreement. Borrower's primary residential residence within sixty days after the execution of this Security shall remain valid until completion of the Project as per the terms and conditions of the Agreement. Borrower's primary residential residence within sixty days after the execution of this Security shall remain valid until completion of the Project as per the terms and conditions of the Agreement. Borrower's primary residential residence within sixty days after the execution of this Security shall remain valid until completion of the Project as per the terms and conditions of the Agreement. Borrower's primary residential residence within sixty days after the execution of this Security shall remain valid until completion of the Project as per the terms and conditions of the Agreement.

Unless less than one month after the date of the notice, the Borrower shall have received or paid over all other valuable property to the principal of the promissory note, the promissory note shall be deemed to have been paid in full.

Unless a Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to the property during, 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 repair is necessary, whether or not then due, The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Leader and shall include a standard moratorium clause. Leader shall have the right to hold the policies and renewals if Leader receives and renews. If Leader receives, Borrower shall promptly give notice to the insurance carrier and Leader, under circumstances and conditions, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Leader.

5. **Hazarded or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods stated in the policy, for the sum insured covering the improvements and fixtures, including personal property located on the premises, and any other hazards, as may be required by Lender. The insurance company 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.

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason 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 Several 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 without that Borrower's consent.

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

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

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

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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## CONDOMINIUM RIDER

484778

CONR-3140-1  
1992

THIS CONDOMINIUM RIDER is made this 31ST day of AUGUST , 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 NORWEST MORTGAGE, INC.

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

1540 STATE PARKWAY #15A, CHICAGO, IL 60610

[Property Address]

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

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and 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-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 . 92675522

(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.

MULTISTATE CONDOMINIUM RIDER-Single Family-Penno Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3140 B/90

Page 1 of 2

NMFL 3140 C91 10102

VAMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291

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-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

NANCY MCALPIN

COB2-3140-2

Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Lender to Borrower regarding Payment.

beast instrument Lender under this Promissory Note shall be payable, with interest, upon notice from by the Security Instrument Lender Borrower and Lender agree to other terms of payment, these amounts shall be paid in monthly installments by Lender under this Promissory Note shall become additional debt of Borrower secured by the Security Instrument Lender Borrower and Lender under this Promissory Note shall pay all amounts due, Any amounts disbursed by Lender under this Promissory Note shall become additional debt of Borrower secured by the Security Instrument Lender Borrower and Lender under this Promissory Note shall pay all amounts due, If Borrower does not pay Conditional Lender may pay F. Remedies, if Borrower does not pay Conditional Lender may pay any amount unpaid to Lender.

F. Remedies, if Borrower does not pay Conditional Lender may pay any amount unpaid to Lender.

(i) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owner's Association unacceptable to Lender.

(ii) Any termination of professional management and assumption of all management of the Owners Association, or benefits of Lender.

(i) Any termination of professional management and assumption of all management of the Owners Association, or taking by Lender by condominium or eminent domain;

(ii) the abandonment or termination of the Conditional Document if the provision is for the express written consent, either party shall provide the Property or consent to:

E. Lender's Prior Consent, Borrower shall not, except under notice to Lender and with Lender's prior provided in Exhibit A Covenant 10.

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or of the connection elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be valid to Lender. Such proceeds shall be applied by Lender to the sums accrued by the Security Instrument as provided in Exhibit A Covenant 10.

D. Condition, The proceeds of any award of 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 or of the connection elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be valid to Lender. Such proceeds shall be applied by Lender to the sums accrued by the Security Instrument as provided in Exhibit A Covenant 10.

92675528

(...1... Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this ..31<sup>ST</sup> day of .....AUGUST....., 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 Adjustable Rate Note (the "Note") to ....NORWEST MORTGAGE, INC..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

..1540.. N.. STATE.. PARKWAY.. #15A....CHICAGO.. IL....60610.....  
(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 INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of ....5..375..%. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

**(A) Change Dates**

The interest rate I will pay may change on the first day of .....SEPTEMBER....., 1992..., and on that day every ....12.. MONTHS.....thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my 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(s), 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..750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate 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 ....7..375..% or less than ....3..375..%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (2..000%) from my initial note rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than **11..375..%**.

**(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 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. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

