1292957 7-Med

1992 COT 27 PM 12: 38

92795939

|  | 92795939   |  |  |
|--|--|--|--|
|  | (Space Above This Line For Recording Octa)                         |  |  |
|  |  | $\mathcal{L}$  |  |
|  | MORTGAGE   | October 14   |  |
| THIS MORTGAGE ("Sec<br>1992 The mortgage, is | Trevor H. Stebbins and Allison                                     | M. Stebbins, his wife  |  |
| HARRIS TRUST AND SLVI                        | MGS BANK  "E OF IL. INOIS and whose a                              | which is organized and existing  |  |
| under the laws of THE STA                    | OF IL INOIS and whose a  | ddress is 111 West Monro   |  |
| Borrower owes Lender the princ               | 60605<br>ipal surgef TWO HUNDRED TWO THOU                          | SAND THREE HUNDRED AND NO/10   |  |
|  | Dollars (U.S. \$ 202,300,00.). This                                | debt is evidenced by Borrower's note   |  |
| dated the same date as this Securit          | ty Instrument ("Nate"), which provides for mon<br>November 1, 2022 | thly payments, with the full debt, if not  |  |
| secures to Londer: (a) the repayment         | nent of the debt avidenced by the Note, with int                   | terest, and all renewals, extensions and   |  |
| modifications of the Note; (b) the p         | payment of all other surns, with interest, advanced                | under paragraph 7 to protect the security  |  |
|  | ) the performance of Horrawei 's covenants and ag                  |  |  |
| erty located in                              | orrower discs hereby muntage, grant and convey                     | County, Illinois:  |  |
| ·  |  | ,  |  |
| SEE ATTACHED.                                |  |  |  |
| PERMANENT INDEX NUMBE                        | R: 14-29-302-159-1019  | 927959   |  |
| I DENGERAL TROOM HOUSE                       | m: 14-29-302-179-1019  | 2  |  |
|  | *(   | N. N   |  |
|  |  | 4  |  |
|  |  | '5' _ 5  |  |
|  |  |  |  |
|  |  |  |  |
|  |  | 7);-   |  |
| 270  | 05-C N. Janasan Avenue   | Chicage  |  |
| which has the address of                     | 05-C N. Janasan Avenue   | Chicag(i   |  |
| which has the address of                     | *.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,                            | i grandiza e propositio de la contrata de la grandiza de la grandi |  |
| Which has the address of                     | Sueet <br>("Property Address");                                    | {Cny}  |  |
| Illinois 6065.7  TOGETHER WITH all the in    | [Street]   | (City) perty, and all easements, appurtenances,  |  |

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.

ILLINOIS—Single Family—Fannie Mac/Freddle Mac UNIFORM INSTRUMENT

Bankhame, Inc.

Form 3814 8/90 (page 1 of 6 pages)

This instrument was prepared by Juanita A. Smith, Harris Trust And Savings Bank,

111 West Monroe Street, Chicago, IL 60603

BOX 333 - TH

|   | ment. If one or more riders are executed h   |                                     |  |
|---|--|-------------------------------------|--|
|   | s and agreements of each such rider shall be<br>of this Security Instrument as if the rider(s) we  |                                     |  |
| Adjustable Rate Rider   | Condominium Rider  | 1-4 Family Rider                    |  |
| Graduated Payment Rider   | Planned Unit Development Rider   | <u>==</u>                           |  |
| Balloon Rider   | Rate Improvement Rider   | Second Home Rider                   |  |
| Other(s) [specify]  |  |                                     |  |
| BY SIGNING BELOW, Borrower account in any rider(s) executed by Borrower a | epts and agrees to the terms and covenants cound recorded with it.   | ntained in this Security Instrument |  |
| Witnesses:  | 1. 11  |                                     |  |
| 19 Mity work  | The state of the s | (Scal) —Borrower                    |  |
| 90-   | 'Thevor H. Stebbins  | 22 BOLLANCE                         |  |
| Q <sub>4</sub>  | Social Security Number   |                                     |  |
|   | Allison M. Stebbin   | steburs (scale                      |  |
| P   | Social Security Number3  | 93.42-7333-Borrower                 |  |
| STATE OF ILLINOIS,  |  |                                     |  |
| 1. SUTT NOTH  | a Notary Public in   | n and for said county and state,    |  |
| do hereby certify that Trevor H.  | Stebbins and Allison M. Stebbi   | ns, his wife                        |  |
| , perso   | nally known to me to be the same person(s  | ) whose name(s) B.PG                |  |
| subscribed to the foregoing instrument, ap                                | peared before me this day in person, and   | acknowledged that ‡ . he . y        |  |
| signed and delivered the said instrument as                               | theirfree and voluntary act. fo  | or the uses and purposes therein    |  |
| set forth.  | 11 24  | Ω. 92                               |  |
| Given under my hand and official sea                                      | 1. this 1.6 day of 0.6.To.   | 2.9 (Sec.)                          |  |
| My Commission expires:  | a a partir de la companya della companya della companya de la companya della comp | 75.                                 |  |
| SCOTT NATHANSON   | Notary Po  | ablic                               |  |
| My Commission Expires 9/3/95  |  |                                     |  |
|   |  |                                     |  |
| (Space Ba   | low This Line Reserved For Lender and Recorder)  |                                     |  |

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 entorcement 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 tknown 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 add east 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. Bolrower 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 or 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 Majardous Substance affecting the Property is necessary.

Burrower 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 flummable 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 tederal 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 accion required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by notice 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.

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; 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. § 2601 et seq. ("RESPA"), unless another law that 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. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates in expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be beld 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 Borrower 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 not 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 credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Lunds are pledged as additional security for all 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. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower 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 Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or 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.

- 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 under the Note
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and unpositions 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. Be rrower shall pay their on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts 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 unle. Forrower: (a-agrees in writing to the payment of the obligation secured by the ben 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 subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard 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, 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 T.

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. " plication of proceeds to principal shall not extend or postpone the due agree of the monthly payments referred to in pass. ...aphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower a 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 reter to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying any sums secured by a lieu which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under

this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of becomes 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 Fortower requesting

payment

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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 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 small 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 mountly payments referred to in paragraphs 1 and 2 or change the amount of such payments

11. Borrower Not Released; Totbesrance 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 limitary of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceeding, 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 foregrance 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 suo cer to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges concated 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 particle 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 carrected 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.

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

# 42795939

## UNCOPIENDIMERIDERPY

|  |   |                                | •                                      |                  |             |
|--|---|--------------------------------|--|------------------|-------------|
| THIS CONDOMINIUM RIDER is made this  | 14th  | day of                         | October                                | 19               | 92          |
| and is incorporated into and shall be deemed to  | amend and supplem                           |                                | e, Deed of Trust or                    | Security Deed    | (the        |
| "Security Instrument") of the same date given b  |   |                                |  |                  |             |
| HARRIS TRUST AND SAVING  | ***************************************     |                                |  | (the "Lend       | cr")        |
| of the same date and covering the Property des 2705-C. N. Janssen Av.                            | eribed in the Securi<br>enue. Chicago.      | ity instrument an<br>II. 60657 | d located at:                          |                  |             |
|  | Property Addres                             | 5}                             |  |                  |             |
| The Property includes a unit in, together with   | an undivided intere                         | st in the commo                | n elements of, a co                    | ndominium pro    | oject       |
| known as:  | RK.LANE.TOWNED                              | ME CONTOMIN                    | TIM                                    |                  |             |
|  | Name of Condominium                         | Project)                       |  |                  |             |
| (the "Condominium Project"). If the owners   |   |                                |  |                  |             |
| "Owners Association") holds title to property for  | or the benefit or use o                     | f its members or               | shareholders, the Pro                  | perty also incli | udes        |
| Borrower's interest in the Owners Association  | and the uses, procee                        | eds and benefits               | of Borrower's intere                   | ist.             |             |
| CONDOMINATE COVENANTS. In addition   | to the covenants and                        | i agreements mad               | le in the Security Ins                 | trument, Borre   | wer         |
| and Lender further covenant and agree as follo   |   |                                |  |                  |             |
| A. Condomiaira Obligations, Borrow   |   |                                |  |                  |             |
| Project's Constituent Documents. The "Const  |   |                                |  |                  |             |
| creates the Condominium Project; (ii) by-laws; (   |   |                                |  | nts. Borrower a  | man         |
| B. Hazard Insurance. So long as the C  | ents imposed pursua<br>Supage Association r | m to the Constitu              | iem Dacuments.<br>geografiy gecepted i | neurance carrie  | ir a        |
| "master" or "blanket" policy on the Condomi  | inium Project which                         | is satisfactory to             | Lender and which                       | provides insur   | ance        |
| coverage in the amounts, for the period. Pad ag  | ainst the hazards Le                        | nder requires, inc             | luding fire and haza                   | rds included wi  | ithin       |
| the term 'extended coverage,' then:  |   |                                |  |                  |             |
| (i) Lender waives the provision in   | Uniform Covenant                            | 2 for the monthl               | y payment to Lende                     | r of one-twelft  | h of        |
| the yearly premium installments for hazard ins   |   |                                |  |                  |             |
| (ii) Borrower's obligation under U   |   |                                |  |                  | erty        |
| is deemed satisfied to the extent that the requirement Borrower shall give Lender prompt notice. |   |                                |  | υy.              |             |
| In the event of a distribution of hazard   |   |                                |  | wine a loss to   | the         |
| Property, whether to the unit or to common ele   |   |                                |  |                  |             |
| paid to Lender for application to the sums secu  |   |                                |  |                  |             |
| C. Public Liability Insurance. Borrow  |   |                                |  |                  | ners        |
| Association maintains a public liability insurance   |   |                                |  |                  |             |
| D. Condemnation. The proceeds of any   | award or claim for                          | damages, firect                | or consequential, pa                   | iyable to Borre  | wer         |
| in connection with any condemnation or other ta  | king of all or any pa                       | rt of the Property             | whether of the unit                    | or of the com    | mon         |
| elements, or for any conveyance in lieu of conc  |   |                                |  |                  | eeds        |
| shall be applied by Lender to the sums secured   |   |                                |  |                  | : <b></b> - |
| E. Lender's Prior Consent. Borrower  |   | tter notice to Le              | inder and with Lend                    | ier's prior wri  | itten       |
| consent, either partition or subdivide the Prope<br>(i) the abandonment or termination           |   | nium Project ex                | cent for aboadonm                      | ent or termina   | tion        |
| required by law in the case of substantial destri  | uction by fire or oth                       | er casualty or in              | the case of a racini                   | by condemna      | tion        |
| or eminent domain;   |   |                                |  |                  |             |
| (ii) any amendment to any provisi  | on of the Constituer                        | n Documents if t               | he provision is for                    | he express ber   | refit       |
| of Lender;   |   |                                |  | 9                |             |
| (iii) termination of professional m  | anagement and assur                         | mption of self-ma              | unugement of the O                     | where Associat   | ion;        |
| or and the second  | aka akka ak ak a mada a sa                  |                                | :::::::::::::::::::::::::::::::::::::: |                  | 4 h         |
| (iv) any action which would have   |   | ng the public hab              | inty insurance cover                   | age mannamer     | ı uy        |
| the Owners Association unacceptable to Lender F. Remedies. If Borrower does not pay              |   | and accountments               | when the then Len                      | der may nav th   | em          |
| Any amounts disbursed by Lender under this pa  |   |                                |  |                  |             |
| Instrument. Unless Borrower and Lender agree   | to other terms of pa                        | yment, these am                | ounts shall bear into                  | rest from the    | date        |
| of disbursement at the Note rate and shall be paya   |   |                                |  |                  |             |
| By Signand Below, Borrower accepts and agree   | es to the terms and                         | nrovisions conta               | ined in this Couldon                   | ninum Rider.     |             |
| Di Gianting Decom, Bottower desepte and agri   | own to the territo who                      | 11 hom 1                       | 15/1/                                  | /                |             |
|  | Х   | Trevor                         | Stebbins                               | s                | eal)        |
|  | - 1   | 1.                             |  | - <b>8o</b> tr   | UWBI        |
|  | γ/  | thurn n                        | ) Stebberg                             | S 15             | eal)        |
|  | A. C.                                       | Allison N                      | 7. Stebbins                            | Borr             | OWer        |

Property of Cook County Clerk's Office

#### (E) Effective Date of Change

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

#### (F) Notice of Change

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider. xaluson M. Steldons (Seal) (Seal) Scephins Borrower Allison M. Stabbins Borrower Of Coot County Clark's Office (Seal) (Seal) Borrower

#### EIXED/VDIGSLVBLE RATE RIDER

(10 Year Treasury Index-Rate Caps)

HARD SPAINAS GNA TRUST RIRBAR of ("ston" the Now State BAND SAVINGS BANK errors in source and the same date given by the undersigned (the "Borrower") to source Borrower's and as incorporated into and shall be deemed to amend and supplement the Morgage, Deed of Trust or Security Deed THIS FIXED/ADJUSTABLE RATE RIDER is made this 14th 26 Ted of 50

the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2705-C N. Janasen Avenue, Chicago, IL 60657

[Property Address]

THE MAKIMUM RATE THE BORROWER MUMIX AN EHT NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST PATE CAN CHANGE AND THE HOLE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE

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

V. ADJUSTABLE RATE AND MOSTHLY PAYMENT CHANGES

to ster resision, ben't fairini ne rol eshivorq stok sAT

The Note provides for a change in the initial fixed rate, as follows: 9.955

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The initial fixed interest rate I will pay will change on the first day of November, 1997

Which is called the "Change Date."

At the 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 10 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Dine is called the "Current Index." most recent Index figure available as of the date 45 days before the Charge Dite is called the "Current index."

If the Index is no longer available, the Note Holder will choose a new index that so based upon comparable information.

The Mote Holder will give me notice of this choice.

(C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by auding 2.500

%) to the Current Index. The Note

to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date. Holder will then round the result of this addition to the nearest one-eighth of one percentage tools? (0.125%). Subject percentage point(s) (-

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

12,625

(B) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than

" which is called the "Maximum Rate".

(page 1 of 2 pages)

Baitt affe mie?

INDIVISTATE FIXEOVOLOGICE STAR 318415 MINISH MENSANDE FORMA FINANCE FORMA UNIQUE PROPERTY OF THE MARKET PROPERTY OF THE PROPER

Form 6721 (9003)

theat takes by more from a 1954 (13)

**UNOFFICIAL COPY** 





#### **UNOFFICIAL COPY** CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007392957 F1

STREET ADDRESS: 205 JANSSEN

COUNTY: COOK CITY: CHICAGO

TAX NUMBER: 14-29-302-159-1019

#### **LEGAL DESCRIPTION:**

UNIT NUMBER 2710 C IN PARK LANE TOWNHOME CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE FOLLOWING DESCRIBED LAND: LOTS 1, 2 AND 3 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF LOTS 2 AND 3 (EXCEPT THE WEST 33 FEET THEREOF DEDICATED FOR PUBLIC STREET) IN JOSEPH E. SHUFFIELDS SUBDIVISION OF BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF CACTION 29, TOWNSHIP 40 NORTH, RANGE 14 ALSO LOT 4 IN JUSEPH B. SHEFFIELDS SUBDIVISION OF BLOCK AS AFORESAID, ALSO LOTS 16 THROUGH 19 IN LEMBCKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO AFORESAID, ALSO LOTS 14 THROUGH 18 AND THE NORTH/SOUTH VACATED ALLEY LYING BETWEEN SAID LOTS 14 AND 15 IN SUBDIVISION OF LOT 1 IN LEMBCKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO AFORESAID, EAST OF THE THIRD PRINCIPAL MERIDUAL WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION The ST IN OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88248725 AND AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN BREST IN THE COMMON BLEMENTS, IN COOK COUNTY, ILLINOIS.

· Property of Cook County Clerk's Office