

# UNOFFICIAL COPY

92866965

TO: COOK COUNTY, ILLINOIS  
RECORDED

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## MORTGAGE

411-

813096

ILCM-3014-C-1

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 10, 1992  
DANIEL E. WEIL AND ELIZABETH M. WEIL, HUSBAND AND WIFE

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 , P.O. BOX 5137, DES MOINES, IA 503065137

(Lender). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY TWO THOUSAND AND 00/100

Dollars (U.S. \$\*\*\*\*152,000.00 ).

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 DECEMBER 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:

(\*SEE ATTACHED LEGAL DESCRIPTION\*)

TAX STATEMENTS SHOULD BE SENT TO:

NORWEST MORTGAGE INC.,, P.O. BOX 5137, DES MOINES, IA 503065137

which has the address of 1802 NORTH DAYTON STREET CHICAGO (Street, City)  
Illinois 60614 (\*Property Address\*);  
(Zip Code)

ILLINOIS-Sing's Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

8P-91-13105

VMP MORTGAGE FORMS 1015/293-8100 • 1800/521-7221

Page 1 of 6

Form 3014 9/90  
Amended 5/91

bpx 208

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Borrower shall provide any information over his security instrument unless Borrower has previously agreed to the payment of the obligation accrued by the lessor in a manner acceptable to Lender; (b) contains in good faith the lessor's or defrauds third party claim or interest in the lessor, legal proceedings which in the lessor's opinion operate to prevent the administration of the lessor or (c) causes from the holder of the lessor an aggregate liability to Lender exceeding the sum necessary to satisfy debts and expenses of the lessor in respect of the security instrument.

<sup>11</sup> In former weeks three players shall promptly furnish to Leader records evidencing the pay-meets.

the 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 amounts to be paid under this paragraph.

4. **Chargers:** Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions after payable to the Parcels.

3. Application of Requirements: Unless otherwise provided by law, requirements contained in this Note shall be applied first, to any prepayment charges due under the Note; second, to amounts paid under paragraphs 1 and 2 shall be applied last, to any principal due; and last, to any late charges due under the Note.

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.

Upon payment in full of all sums accrued 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

such as to render the amount necessary to make up the deficiency. Bonner's sole discretion.

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

If the Funds held by Learner exceed the amounts permitted to be held by applicable law, Learner shall account to Boultwaret debitor to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Borrower and Lender may agree in writing, however, that such payments, or any part thereof, shall be paid to the Funds and the purpose for which each without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

a charge; however, lender may require borrower to pay a one-time charge for an independent real estate law reporting service.

Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or venturing the Escrow items, unless Lender has Borrower's interest in the Funds and applicable law permits Lender to make such

The Funds shall be held 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

Leader may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future years or otherwise in accordance with applicable law.

reduced percentage loss may require 10% of the power's capacity account under the federal Real Estate Settlement Procedures Act of 1974 as amended free, or to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the funds held by any time, if any time, will be held funds to an amount not to exceed the lesser amount.

The provisions of paragraph 8, in lieu of the payment of postage in advance premiums. These items are called "Extra items".

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

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

1. Payment of principal and interest; repayment and late charges; bondholder shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments due under the Note.

Venadous 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;

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**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 7.

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

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

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

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

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

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

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

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16. Borrower's copy: Borrower shall be given one countermarked copy of the Note and of this Security Instrument.

**13. 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 of clause of this Security Instrument or the provisions 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 the Note are declared to be severable.

14. **Soldiers.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it to Borrower at his address set forth above or to his attorney of record or to his successor in interest.

13. **Loan Charges.** If the loan account 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 loan charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to the permitted limits and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, if even (d) any sums already collected from Borrower which exceeded permitted limits will be refunded to the permitted limits and (e) the remainder of the charge will be treated as a partial prepayment without any payment to Borrower; if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower.

11. Borrower Not Releasable; Forbearance by Lender Not a Waiver. Extension of the time for payment or non-delivery does not operate to release the sums secured by this Security Instrument from 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 release to extend time for payment or otherwise modify this instrument to release the liability of the original Borrower or Borrower's successors in interest.

Unless I render and Borrower does not agree in writing, any application of proceeds to principal shall not exceed 10% of the amount advanced.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum exceeded by the Security instrument whether or not then due.

The application to the sums received by this Security Institution of whether or not the sums are due.

In the event of a total taking of the Property, the proceeds sum so appudied to the secondly intakes whether or not then due, with any excess paid to Borrower, the market value of the Property in which the lessee holds, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument 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 multipled by the ratio of the security instrument immediately before the taking to the market value of the Property in which the lessee holds.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assessed and shall be paid to Lender.

Borrower agrees at the time of or prior to an inspection specifically respondeable cause for the inspection.

9. **Liability**, Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give insurance and in accordance with any written agreement between Borrower and Lender of applicable law.

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

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. 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 or 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.

Form 3014 9/90

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3266365

This instrument was prepared by:  
NORTHWEST MORTGAGE, INC.  
2955 NORTH SHEFFIELD AVE.  
BIRMINGHAM, ALABAMA 35205  
Phone 3014 9/90

My Commission Expires:

Given under my hand and official seal, this 10TH day of NOVEMBER, 1992  
Signed and delivered the said instrument as **7/2/92** free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **he**  
• personally known to me to be the same person(s) whose name(s)  
is/are subscribed to the foregoing instrument, appearing before me this day in person, and acknowledged that **he**

STATE OF ILLINOIS COOK COUNTY ss:  
I, ERIC JOSÉPH DAKE, a Notary Public in and for said county, and State do hereby certify  
that DANIEL E. WEIL AND ELIZABETH M. WEIL, HUSBAND AND WIFE

*(Seal)* \_\_\_\_\_ *(Signature)* \_\_\_\_\_

*Elizabeth M. Weil*  
*(seal)*

**DWYER, E. WEIL**  
-Bottom of  
(Seal)

**BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND**

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Family Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Util Development Rider	<input type="checkbox"/> Race Improvemt Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]	

21. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [LC6-30]

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ORDER NO. 1851417

LEGAL DESCRIPTION

PAGE

2 3 4

## PARCEL 1.

UNIT NUMBER 1802 IN THE WILLOW PAYTON CONDOMINIUM I AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF SUB-BLOCKS 1 AND 2 OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25116967 AND FILED AS DOCUMENT LR 3114323, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

## PARCEL 2.

THE EXCLUSIVE RIGHT TO THE USE OF THE PATIO AND PARKING SPACE WHICH BEARS THE UNIT'S IDENTIFYING NUMBER, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AND FILED AS DOCUMENT 25116967 AND LR 3114323, IN COOK COUNTY, ILLINOIS.

PIN # 14-32-413-065-1006

92866965

MAIL TO:

NORWEST MORTGAGE, INC.  
CHICAGO SPLITTING & DOCUMENTATION  
1100 WEST FLORIDA STREET  
SUITE 1000  
MINNEAPOLIS, MN 55402-2527  
813095

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## CONDOMINIUM RIDER

CONR-3140-1

THIS CONDOMINIUM RIDER is made this 10TH day of NOVEMBER 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 NORWEST MORTGAGE, INC.

(the "Lender")

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

1802 NORTH DAYTON STREET, CHICAGO, IL 60614

[Property Address]

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

[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

(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.

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DANTIEL E. WEIL  
Bomwreter (Sec 1)  
ELFIZARETH M. WEIL  
Bomwreter (Sec 1)  
Bomwreter (Sec 1)  
Bomwreter (Sec 1)

CGFRZ-3140-2

**BY SIGNING BELOW, Borrower agrees to the terms and provisions contained in this Credit Contract.**

4. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them directly. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them directly.

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

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

(iii) any amendment to any provision of the Constitution Documents if the provision is for the express carrying out of a constitutional convention or referendum.

(ii) The corporation may, in the case of substantial destruction by fire or other casualty or in the case of a

Eliz. Bechtel & Harry C. Bechtel, Sons & Co., New York, New York, have agreed to contribute \$100,000.00 toward the construction of a new building for the University of Michigan.

provided in Lithuania Convention 10.

Deutsche Kreditanstalt für Gemeinschaftsbau und Wohnungsbau, Wien, am 1. Februar 1952  
Buchhaltung in gemeinschaftsbau und Wohnungsbau, Wien, am 1. Februar 1952

D. Contingent liability. The proceeds of any award or claim for damages, direct or consequential payable to

## ( 1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10TH day of NOVEMBER , 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 NORWEST MORTGAGE, INC., (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1802 NORTH DAYTON STREET CHICAGO, IL 60614

(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 7.500%. 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 DECEMBER , 19 97 , 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 the 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 9.500% or less than 5.500%. 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 13.500%.

**(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.

# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

Borrower  
.....  
(Seal)

Borrower  
.....  
(Seal)

Borrower  
.....  
(Seal)

DANIEL E. WEIL  
Borrower  
.....  
(Seal)

ELIZABETH M. WEIL  
Borrower  
.....  
(Seal)

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

loan. The notice shall provide a period of not less than 30 days from the date the notice is delivered or accepted by Lender to require immediate payment in full. Lender shall give Borrower notice of acceptance if Lender exercises the option to require immediate payment in full. Lender may invoke any remedies permitted 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 if Borrower fails to pay these sums prior to the expiration of this period without further notice or demand on Borrower.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in this Note and in this Security 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 promises and agreements made in this Note and in this Security Instrument. Lender and that obligates the transferee to keep all the promises and agreements made in this Note and in this Security Instrument to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in this Note and in this Security