

\* This Mortgage is Being Re-recorded to Correct Name of Project in Condominium Rider. (85026C)

117

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

which has the address of 550 BROMPTON AVE #3N (Street) Illinois 60657 ("Property Address"); (zip code)

14-21-111-010-1052 PROJECT IN CONDOMINIUM RIDEN THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT NAME OF

ELEMENTS, IN COOK COUNTY, ILLINOIS NUMBER 25380581 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT OF NORTH SHORE DRIVE (EXCEPT STREETS HEREBEFORE DEDICATED) WHICH SURVEY IS OF LAND LYING EASTERLY AND ADJOINING SAID BLOCK 12 AND WESTERLY OF THE WESTERLY LINE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOCATED ALLEY IN SAID BLOCK AND TRACT OF A SUBDIVISION OF FRACTIONAL SECTION 21 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE IN HUNDLEY'S SUBDIVISION OF LOTS 3 AND 21 AND 33 TO 37, INCLUSIVE, IN PINE GROVE, 10 FEET OF SAID LOT 10) IN BLOCK 1 IN HAIRD AND WARNER'S SUBDIVISION OF BLOCK 12 OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 7, 8, 9 AND 10 (EXCEPT THE EASTERLY UNIT NUMBER 550-3N, IN 534-52 WEST BROMPTON CONDOMINIUM AS DELINEATED ON A SURVEY

PROPERTY located in COOK COUNTY, ILLINOIS: Borrower does hereby mortgage, grant and convey to Lender the following described agreements under this Security Instrument and the Note. For this purpose, this Security Instrument, advanced under paragraph 7 to protect the security of other sums, with interest, and (c) the performance of Borrower's covenants and all renewals, extensions and modifications of the Note; (b) the payment of all Lender; (a) the repayment of the debt evidenced by the Note, with interest, and payable on the first day of NOVEMBER, 1996. This Security Instrument secures to Borrower a note dated the same date as this Security Instrument ("Note"), which HUNDRED AND NO/100 DOLLARS (U.S. \$ 68,400.00). This debt is evidenced by ("Lender") Borrower owes Lender the principal sum of SIXTY EIGHT THOUSAND FOUR MORTGAGE CAPITAL CORPORATION, which is organized and existing under the laws of Minnesota, and whose address is 111 E. KELLOGG BLVD., ST. PAUL, MN 55107 PATRICIA P HOHMAN ("Borrower"). This Security Instrument is given to MORTGAGEE IN JULIE A HOHMAN AND RICHARD S HOHMAN MARRIED TO THIS MORTGAGE ("Security Instrument") is given on 25TH day of OCTOBER, 1991. The

MORTGAGE

RE-RECORDED DOCUMENT

(Space Above This Line for Recording Data)

0020002542

92042030

32042030

MAIL ROOM

3

91611916

03021030

91611916

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 attach in priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time. 12 U.S.C. Section 4260i 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 of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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 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 may require 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 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 Funds 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, 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, assessment, charges, fines and impositions attributable to the Property which may attach in priority over this Security Instrument, and shallhold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach in 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 in coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 2. 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.

92042030

11/01/99

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 attach in priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time. 12 U.S.C. Section 4260i 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 of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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 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 may require 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 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 Funds 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, 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, assessment, charges, fines and impositions attributable to the Property which may attach in priority over this Security Instrument, and shallhold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach in 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 in coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 2. 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 would result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

9661916

92042030

# UNOFFICIAL COPY

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 or 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.

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.

9511946

05/20/91

9161916

- [ ] Adjustable Rate Rider
- [ ] Condominium Rider
- [ ] 1-4 Family Rider
- [ ] Graduated Payment Rider
- [ ] Planned Unit Development Rider
- [ ] Biweekly Payment Rider
- [ ] Balloon Rider
- [ ] Rate Improvement Rider
- [ ] Second Home Rider
- [ ] Other(s) (Specify)

(Check applicable boxes)

as if the rider(s) were a part of this Security Instrument.  
incorporated 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.

24. Rider to this Security Instrument. If one or more riders are executed by Borrower and incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument, Borrower waives all right of homestead exemption in the Property.

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

26. 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 recording costs, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

27. Acceleration. 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 27, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

28. Acceleration. 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 and waive or 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 the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default; (b) the action required to cure the default; (c) 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 acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to 21. Acceleration); Remainder, Lender shall give notice to Borrower prior to acceleration.

NON-UNITFORM COVENANTS. Borrower and Lender further covenant and agree as follows:  
relate to health, safety or environmental protection.  
"environmental law" means federal laws and laws of the jurisdiction where the Property is located that contain hazardous or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials flammable or combustible, and radioactive materials. As used in this paragraph 20, hazardous substances by Environmental Law, and the following substances: gasoline, kerosene, other hazardous substances defined as toxic or flammable or combustible, and radioactive materials. As used in this paragraph 20, remedial actions in accordance with Environmental Law.  
Hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental 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, 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.

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 16 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.

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.

# UNOFFICIAL COPY

91611916

02057030

Property of Cook County Clerk's Office

Record and Return to:  
MORTGAGE CAPITAL CORPORATION  
1000 E. Woodfield Road, Suite 240  
Schaumburg, IL 60173

(Space below this line reserved for Lender and Recorder)

This instrument was prepared by MORTGAGE CAPITAL CORPORATION, 1000 East Woodfield Road, Suite 240, Schaumburg, IL 60173.

NOTARY PUBLIC  
PATRICK M. CALLAHAN  
NOTARY PUBLIC, State of Illinois  
My Commission Expires 6/30/95

Notary Public

My Commission expires:

*Patrick M. Callahan*  
A.D. 19 *81*

I, the undersigned, a Notary Public in and for said county and state do hereby certify that JULIE A HOHMAN A SINGLE PERSON AND RICHARD S HOHMAN MARRIED TO PATRICIA P HOHMAN \* personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the use and purposes therein set forth.  
\* AND PATRICIA P. HOHMAN MARRIED TO RICHARD S. HOHMAN  
Given under my hand and official seal this *23* day of *October*, A.D. 19 *81*

STATE OF ILLINOIS, ~~the~~ County ss:

JULIE A HOHMAN  
Social Security #: 282666068  
-Borrower-  
RICHARD S HOHMAN  
Social Security #: 053262064  
-Borrower-  
PATRICIA P. HOHMAN FOR THE SOLEBORROWER  
Social Security #: PURPOSE OF WAIVING  
HOMESTEAD RIGHTS  
-Borrower-  
Social Security #:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any rider(s) executed by Borrower and recorded with it.  
Witness:  
*Julie A. Hohman*  
Witness:  
*Richard S. Hohman*

92002542

9161916

(CONDITIONAL RIGHT TO REFINANCE)

BALLOON RIDER

THIS BALLOON RIDER is made this 25TH day of OCTOBER, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to MORTGAGE CAPITAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 550 BROMPTON AVE #3N, CHICAGO, IL 60657 [Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand and the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of the first day of NOVEMBER, 2021, (the "New Maturity Date"), and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below. If all the conditions provided in sections 2 and 5 below are met (the "conditional Refinance Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the conditional Refinance Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the New Loan Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW LOAN RATE

The New Loan Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Loan Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the conditional Refinance Option. If this required net yield is not available, the Note Holder will determine the New Loan Rate by using comparable information.

UNOFFICIAL COPY

92042030

91511916

Property of Cook County Illinois

(Sign original only)

\_\_\_\_\_  
 Borrower (SEAL)  
 \_\_\_\_\_  
 Borrower (SEAL)

\_\_\_\_\_  
 Borrower (SEAL)  
 JULIE A HOHMAN  
 \_\_\_\_\_  
 Borrower (SEAL)  
 RICHARD S HOHMAN  
 \_\_\_\_\_  
 Borrower (SEAL)

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

cost of updating the title insurance policy.  
 exercise of the Conditional Refinance Option, including but not limited to the  
 Holder will charge me a \$250 processing fee and the costs associated with the  
 documents required to complete the required refinancing. I understand the Note  
 payment amount and a date time and place at which I must appear to sign any  
 Holder will advise me of the new interest rate (the New Loan Rate), new monthly  
 occupancy and property lien status. Before the Note Maturity Date the Note  
 to provide the Note Holder with acceptable proof of my required ownership,  
 Holder and as calculated in Section 3 above. I will then have 30 calendar days  
 yield in effect on the date and time of day notification is received by the Note  
 the Federal Home Mortgage Corporation's applicable published required net  
 Maturity Date. The Note Holder will calculate the fixed New Loan Rate based upon  
 than 60 calendar days and no later than 45 calendar days prior to the Note  
 exercise the Conditional Refinance Option by notifying the Note Holder no earlier  
 Conditional Refinance Option. If I meet the conditions of Section 2 above, I may  
 person representing the Note Holder that I must notify in order to exercise the  
 payment record information, together with the name, title and address of the  
 if the conditions in Section 2 above are met. The Note Holder will provide my  
 Holder also will advise me that I may exercise the Conditional Refinance Option  
 and all other sums I am expected to owe on the Note Maturity Date. The Note  
 Note Maturity Date and advise me of the principal, accrued but unpaid interest,  
 The Note Holder will notify me at least 60 calendar days in advance of the

5. EXERCISING THE CONDITIONAL REFINANCE OPTION

Provided the New Loan Rate as calculated in Section 3 above is not greater  
 than 5 percentage points above the Note Rate and all other conditions required in  
 Section 2 above are satisfied, the Note Holder will determine the amount of the  
 monthly payment that will be sufficient to repay in full (a) the unpaid  
 principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will  
 owe under the Note and Security Instrument on the Note Maturity Date (assuming  
 my monthly payments then are current, as required under Section 2 above), over  
 the term of the New Loan at the New Loan Rate in equal monthly payments. The  
 result of this calculation will be the new amount of my principal and interest  
 payment every month until the New Loan is fully paid.

4. CALCULATING THE NEW PAYMENT AMOUNT



91611916

92042030

Lender. Liability insurance coverage maintained by the Owners Association unacceptably to (iv) any action which would have the effect of rendering the public management of the Owners Association; or (iii) termination of professional management and assumption of self-provision for the express benefit of Lender; (ii) any amendment to any provision of the constituent documents if the fire or other casualty or in the case of a taking by condemnation or eminent domain; (i) the abandonment or termination of the Condominium Project, except for consent for:

with Lender, a prior written consent, either partition or subdivision of the Property, or E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and instrument as provided in Uniform covenant 10.

Lender. Such proceeds shall be applied by Lender to the sums secured by the security instrument as provided in Uniform covenant 10. Lender, for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to or any part of the Property, whether of the unit or of the common elements, or consequential, payable to Borrower in connection with any condemnation or other taking of insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender. C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be any excess paid to Borrower.

paid to Lender for application to the sums secured by the security instrument, with 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 in the event of a distribution of hazard insurance proceeds in lieu of insurance coverage. Borrower shall give Lender prompt notice of any lapse in required hazard

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

including fire and hazard included within the term "extended coverage," then: coverage in the amount, for the period, and against the hazards Lender requires, Condominium Project which is satisfactory to Lender and which provides insurance generally accepted insurance carrier, a "market" or "blanket" policy on the B. HAZARD INSURANCE. So long as the Owners Association maintains, with a constituent documents.

shall promptly pay, when due, all dues and assessments imposed pursuant to the (i) Declaration or any other document which creates the Condominium Project; (ii) by-law; (iii) code of regulations; and (iv) other equivalent documents. Borrower (i) Declaration or any other document which creates the Condominium Project; (ii) under the Condominium Project, a constituent document. The "constituent documents" are A. CONDOMINIUM COVENANTS. Borrower shall perform all of Borrower's obligations Security instrument, Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the interest in the Owners Association and the uses, proceeds and benefits of Borrower's benefit or use of its members or shareholders, the Property also includes Borrower's (the "Condominium Project"). If the Owners Association or other entity which acts for

(Name of condominium Project) 534-52 W. BROMPTON CONDOMINIUM

elements of, a condominium project known as: [Property Address] 520 BROMPTON AVE #3N CHICAGO, IL 60652

Instrument and located at: ("Lender") of the same date and covering the property described in the Security ("Borrower") to secure Borrower's Note to MORTGAGE CAPITAL CORPORATION (the Security Deed (the "Security Instrument") of the same date given by the undersigned into and shall be deemed to amend and supplement the mortgage, deed or Trust or THIS CONDOMINIUM RIDER is made this 25TH day of OCTOBER, 1991, and is incorporated

CONDOMINIUM RIDER

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91611916

92042030

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
RICHARD S. HOHMAN  
-Borrower

\_\_\_\_\_  
(Seal)  
JULIE A. HOHMAN  
-Borrower

f. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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