PARK RINGS IL 60068 1440 HEAVISSANCE DRIVE BANC ONE MORTHAER CORPORATION SELURIA LHIZ DOCCHERAL LO:

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Space Above This Lina For Recording Datel-

CASS ID: 1000560

MORTGAGE

PETER J BINGEN, A SINGLE PERSON NEVER MARKIED
THIS MORTGACE ("f. counity Instrument") is given on March 16, 1992

PAYOU ONE MORTGAGE CORPORATION

THE SIMILE OF DELAWARE secrit bas ,

TTSS AWAIGNI , SLIOGAWAIGNI LLOTT XOS .O. 9 ai asorbba which is organized and existing under the laws of

("Borrower"). This Security Instrument is give 1 to

("Lender"). Borrower owes Lender the principal sum of

one hundred eighty-four thousand five hundrer and

Dollars (U.S. \$.284, 500,00

This Security Instrument secures to Lender: (a) the repsyment of the debt evidenced by the Note, with interest, and all renewals, monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 1999 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for

MOCO Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to

County, Illinois:

"SEE ATTACHED LEGAL DESCRIPTION" described property located in

COOK COUNTY RECCHOEP 888700-74-8 0 17223 (9) 10 11 3642 (17 38 MBH - 17711 Out of 7-12-01 BECOUS 10-1430

[Street, City],

CHICAGO

2020 N. FREMONT \$ biteM

which has the address of IFEW # 14-35-559-049-1003

\$1,606 (\$500 qiZ)

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See : Hannel Form 3014 9/90

VMP MORTGACE FORMS - (313)283-8100 - (800)521-7281

THENURTER FEMILY Fernie Mee Freedile Mec UNIFORM MISTRUMENTAL

UNOFFICIAL COPY

("Property Address");

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more of the actions set forth above within 10 days of the giving of notice.

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 attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 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.

durid, to interest due; fourth, to principal due; and last, to any late charges, tines and impositions attributione to the Property

3. Application of Payments. Onless applicable law provides conservise, an payments per able under paragraph 2; and 2 shall be applied: first, to any prepayment charges due under the idote; second, to amount per able under paragraph 2; and 2 shall be applied: first, to any prepayment charges due under the idote; second, to amount per able mader paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

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 as credit against the sums secured by of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sums secured by

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower 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 notive 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 shall pay to Lender the amount necessary to make up the deficiency.

(including Lender, if Lender may not charge boverset for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow stems, unless Lender pay Borrower interest on the Funds and applicable law permits Lender to make such as charge. However, Lender may require Borrower, to pay a one-time charge for an independent real catate tax reporting service applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or estrings on the Funds as agreement is made or applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or estrings on the Funds as agreement is made or applicable law requires interest to be paid, Lender shall be required to pay Borrower, and Lender may agree in writing, however, that interest to pay Borrower and Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing condits 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, debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Escrow (tems or otherwise in an ordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

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

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

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

variations by jurisdiction to constitute a uniform security instrument covering real property.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property is uncontainbered, except for encumbrances of record, Borrower warrants

TOCETHER WITH all the improvements now or bereafter erected on the property, and all easements, appartenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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5. Hazard or Property Institute Forrower 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 dues 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.

- 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 begin 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 Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other meterial impairment of the lien created by this Security Instrument or Lewis security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or waveurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Visa evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a printipal 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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Form 3014 9/50

UNIT 2020-3 IN THE 2020 N FREMONT CONDOMINIUM ASSOCIATION AS DELINEATED ON A SURVEY OF THE FOLLOWING REAL ESTATE:

LOT 16 IN BLOCK 6 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IF COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 25, 1987 AS DOCUMENT 87631092 TOGETHER WITH

THE EXCLUSIVE RIGHT TO THE AS DELINEATED ON THE SURVEY ATTAL...
AFORESAID RECORDED AS DOCUMENT 87631092.

PERMANENT INDEX NUMBER: 14-32-226-046-1003 THE EXCLUSIVE RIGHT TO THE USE OF PERA LIMITED COMMON ELEMENT

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

given effect without the conflicting provision. To this ead the provisions of this Security Instrument and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this peragraph. Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing prepayment charge under the Note.

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to Aww which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or he Note without that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Bor, ower may agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security lustrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assign of Lender and Borrower, subject to the provisions of 12. Successors and Assigns Bound; Joint and Several Linbility; Co-signers. The covenants and agreements of this exercise of any right or remedy.

successors in interest. Any forbearance by Lender in exerciting any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any demand made by the original borrower or borrower's commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original dorrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Fort-earance By Lender Not a Waiver. Extension of the time for payment or modification postpone the due date of the monthly wents referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrow refreewise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrumen, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restonation or repair of the Property or to the sums award or settle a clain, for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is plandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

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

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

the premiums required to maintain mortgage inzurance in effect, or to provide a loss reserve, until the requirement for mortgage that Londer requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period 17. Transfer of the Property of Beneficial Interest in Borrover. I all or any part of the Property of any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument; shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more offices 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 unrotated 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 36 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 Initials: PYS

ty Instrument, the covenants	and agreements of each s is Security Instrument as XX Condom Planned Rate Imp	such rider shall be incorporat if the rider(s) were a part of inium Rider Unit Development Rider provement Rider	ed into and shall amend this Security Instrumen 1-4 Family Rider Biweekly Payment	and supplement t. Rider	•
ricer(s) executed by Borrows	er and recorded with it.	PETER J BIRMBAU	· · ·	y Instrument and (Seal) -Borrower	
		Social Security Number	Z .	-Borrower)
Security Number		ver	175	-Borrower C/	•
E OF ILLINOIS, MACY BLITH E	COK LUANS	_		lo hereby certify	
bed to the foregoing instrume and delivered the said instrum- iven under my hand and office	ent, appeared before me inent as HIS cial seal, this 16th	, personally known to me this day in person, and acknow free and voluntary act, for day of March	to be the same person(s) wledged that the uses and purposes t	he herein set forth.	
	Security Number E OF ILLINOIS, MACY BLITH E bed to the foregoing instrume and delivered the said instrumiven under my hand and office Ty Instrument, the rovenants venants and agreement of the respective of	ty Instrument, the Covenants and agreements of each evenants and agreement of this Security Instrument as applicable box(es)] Adjustable Rate Rider Graduated Payment Rider Balloon Rider V.A. Rider Other(s) Y SIGNING BELOW, Borrower accepts and agrees rider(s) executed by Borrower and recorded with it. sees: Security Number E OF ILLINOIS, MACY BLTH EVAN PETER J BIRNBAUM, A bed to the foregoing instrument, appeared before me and delivered the said instrument as HIS	y Instrument, the few enants and agreements of each such rider shall be incorporate venants and agreement of this Security Instrument as if the rider(s) were a part of applicable box(es)] Adjustable Rate Rider Graduated Payment Rider Balloon Rider V.A. Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify] Y SIGNING BELOW, Borrower accepts and agrees to the terms and covenants of rider(s) executed by Borrower and recorded with it. Social Security Number Social Security Number E OF ILLINOIS, MACY BLTH EVAN PETER J BIRNBALM, A SINGLE PERSON NEVER, personally known to me bed to the foregoing instrument, appeared before me this day in person, and acknowled and delivered the said instrument, appeared before me this day in person, and acknowled and delivered the said instrument as HIS free and voluntary act, for day of March municision Expires:	ty Instrument, the foreneants and agreements of each such rider shall be incorporated into and shall amend venants and agreement of this Security Instrument as if the rider(s) were a part of this Security Instrument as possible box(es)] Adjustable Rate Rider Graduated Payment Rider Biweekly Payment Rider Rate Improvement Rider V. A. Rider Other(s) [specify] Y SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security ricer(s) executed by Borrower and recorded with it. Security Number Social Security Number Social Security Number Social Security Number Social Security Number FETER J BIRNEAUM, A SINGLE PERSON NEVER MARRIED personally known to me to be the same person(a day of March person and delivered the said instrument as modelivered the said instrument as modeling the rider (and the rider(s) were a part of this Security Planeau Rider Biweekly Payment Bider Rate Improvement Rider PETER J BIRNEAUM Social Security Number Social Security Number County security Number Social Security Number Social Security Number Adjustic Payment Rider Security Planeaum Rider Security Number and covenants cont	Adjustable Rate Rider Grachated Payment Rider Balloon Rider N. A. Rider Planned Unit Development Rider Rate Improvement Rider N. A. Rider Other(s) [specify] PETER J BIRNEAUM Social Security Number (Seal) Borrower Social Security Number County Security Number For ILLINOIS, MACY SUTH EVAN PETER J BIRNEAUM, A SINCLE PERSON NEVER MARRIED personally known to me to be the same person(s) whose name(t) bed to the foregoing instrument, appeared before me this day in person, and acknowledged that he and delivered the said instrument as lits inventured municipal security of the uses and purposes therein set forth. Adjustable Rate Rider Planned Unit Development Rider Rate Improvement Rider Second Home Rider Second Home Rider Second Home Rider Second Home Rider Bisweekty Payment Rider Borower Second Home Rider Borower Second Home Rider Bisweekty Payment Rider Bisweekty Payment Rider Borower Second Home Rider Borower Sec

Loan # 1000560

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 16th day of March , 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

BANC ONE MORIGAGE CORPORATION

(the "Lender")

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

2020 N. FREMONT CHICAGO, ILLINOIS 60614

[Property Address]

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

2020 N. FREMONT CONDOMINIUMS

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds side 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.

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

- A. Condominium Obligations. Borrover 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 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.

MULTISTATE CONDOMINUM RIDER-Single Family-Farmin Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3140 9/90



- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of hender;
- (i.i) termination of professional management and assumption of self-management of the Owners Association, or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Parrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disturted 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 disconsement 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

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UNOFFICIAL COPY

Loan # 1000560

BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 16th day of March , 19 92 , 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 BANC ONE MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2020 N. FREMONT, CHICAGO, ILLINOIS 60614 [Property Address]

The interes' rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may ratisfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and the 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 are agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT (O PEFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of Apr il 1 , 2022 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Op ior."). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend m. the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Opinca at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and coupant 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 Maturity Pate; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note 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 NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal Hum. Lan Mortgage Corporation's required net of yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery comma ment, plus one-half of one percent (0.5%), corounded to the nearest one-eighth of one percent (0.125%) (the "New Note 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 Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage point 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 Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note 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 Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal Home Loan Mortgage Corporation's

applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. 1 will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

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

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PETER J BLENBAUM	Borrower	-Borrowei
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