PREPARED BY AND MAIL TO:

LOAN # 9101641

MIDWEST MORTGAGE SERVICES, INC. 1901 SOUTH MEYERS ROAD, SUITE 300 DAKBROOK TERRACE, IL 60181

KH 11: 24 1992 MAR 31

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MORTGAGE

THIS MORTGAGE ("Security in prument") is given on

MARCH 26th, 1992

. The mortgagor is

L. STRADLEY, SINGLE, NEWS MARRIED

("Borrower"), This Security Instrument is given to AMBRICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO

which is organized and existing under the laws of uddress is 33 NORTH LASALLE STREET

THE UNITED STATES OF AMERICA

, and whose

CHICAGO, IL 60690

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

SIXTY SEVEN THOUSAND TWO HUNDRED & 00/100

Dollars (U.S. \$ 67,200.00

This debt is evidenced by Burrower's note dated the same date as this Security Instancent ("Note"), which provides for monthly APRIL 1, 2022 payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and randifications of the Note; (b) the payment of all other sums, with interest, advanced under per graph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK TAX ID #: 14-16-302-030-1020 County, Illinois:

"A" MUDINECCA DEHIDATTA SEE

CHICAGO

IStruct, Cityl.

Himeis

which has the address of 4200 N. MARINE DR. #404

60613 ("Property Address"):

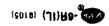
[Zip Code]

ILLINOIS - Bingio Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

-\$R(IL)- (B108)-

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Form 3014 9/90 Amended 5/91



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

Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more this Security Insurance. If Lender determines that any part of the Property is subject to a lien which may attain priority over this enforcement of the lien; or (c) accures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the fien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien

BOTTOWET Shall promptly discharge any tien which has priority over this Security Instrument unless Borrower: (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and leastchold payments or ground rents, if any. Borrower shall pay these

4. Charges; Liens. Borrower shall pay all taxon, assessments, charges, fines and impositions attributable to the Property third, to interest duc; fourth, to principal duc; and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payeble under paragraph 2;

3. Application of Payments. Unless applicable law provides ruberwise, all payments received by Linder under paragraphs Security Instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit Granat the sums secured by this held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, goor to the acquisition or sale of the

Upon payment in full of all sums secured by this Security Instrument, Lender shall projupily refund to Borrower any Funds monthly payments, at Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve not sufficient to pay the Escrow Items when due, Lender may so notify Borro ver a writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the emparit of the Funds field by Lender at any time is

If the Funds held by Lender exceed the amounts permitted to be field by applicable law, Lender shall account to Borrower for a

made. The Funds are pledged as additional security for all sums secured by this Security Instrument. amount accounting of the Funds, showing credits and debits to the funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest ahalf be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to pay horrower any interest or earnings on the Funds. Borrower and Lender in connection with this loan, unless applicable and novides otherwise. Unless an agreement is made or applicable law However, Lender may require Borrower to pay a c.i.e ame charge for an independent real estate tax reprinting service used by the Escrow items, unless Lender pays Borrower infrect on the Funds and applicable law permits Lender to make such a charge. terms. Lender may not charge Borrower for beliang and applying the Funds, annually analyzing the escrow account, or verifying Lander, if Lender is such an institution) of in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Eserow The Funds shall be held in an institution whose deposits are insured by a federal agency, insumentality, or entry (including

otherwise in accordance with applicable law.

estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow terms or amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amended from time to time, 12 U.S.C. Section 2601 or seq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortgage loan may reactor for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any times collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph, 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." any; (c) yearly contrance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and assessments which may attain priority over this Security instrument as a tien on the Property; (b) yearly leasthold payments 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 T. Funds for Taxes and Insurance. Subject to applicable taw or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Noic and any prepayment and late charges due under the Noic,

L. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when the the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is uncacumbered, except for encumbrances of record. Borrower warrants and BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, All of the foregoing is referred to in this Security Instrument as the "Property."

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOGETHER WITH all the improvements now or herestier erected on the property, and all essements, appurtenances, and

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Br to wer 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 I and 2 or change use amount of the payments. If under paragraph 21 the Property is acquired by Levier, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shrill 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 Top my 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 Bonover's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the scion 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. Lorrower 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 coverants 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, ender 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 culurt, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this pringraph 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 promiums 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 substantially equivalent 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

Form 3014 9190

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be severable.

pursulation in which the Property is located, in the event that any provisions of this Security Instrument or the Note which can be 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 given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

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

Les, rances. Any nouce to borrower provided for in this Security insulation of given by first class mail unless applicable law requires use of another method. The notice to Lender shall be given by first class mail to Lender's any other address Borrower designates by 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 to provided for in this Security address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security.

under the Note.

Let, Notices, Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it

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 tinally 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 limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lander 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.

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 peragraph 17. Borrower's covenants and agreements shall be joint and everal. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument; (b) is not personally obligated to pay the same Borrower's instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or secured by this Security Instrument; (b) is not personally obligated to pay the same secured by this Security Instrument; (b) is not personally obligated to pay the same secured by this Security Instrument or the Note with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

ight or remedy.

II. Berrewer Not Released; Forbearance Ly Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument by reason in interest. Lender shall not be required to confine to release the liability of the original Bottower'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 Bottower's successors the interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

the due date of the monthly payments referred as a paragraphs 1 and 2 or change the amount of such payments.

Unloss Lender and Borrower otherwise urree in writing, any application of proceeds to principal shall not extend or postpone

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 ournage. 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

sums secured by this Courty Instrument whether or not the sums are then due.

whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the latt market value of the Property inmediately before the taking is equal to or greater than the amount of 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 by the taking is less than the amount of the Property in which the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property 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, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the Property in which the fair market value of the Property immediately before the taking or unless amount of the proceeds shall be applied to the

shall be paid to Lender. In the event of a total taking of the Property, the proceeds snail be applied to the aums secured by this Security Instrument.

Borrower matter at the time of or prior to an inspection specifying reasonable cause for the inspection. 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 tieu of condemnation, are hereby assigned and

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

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

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. 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, Under'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 Coan 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 starelated 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 sudress 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 inc. are generally recognized to be appropriate to normal residential uses

and to maintenance of the Property.

Borrower shall promptly give Lender written notice of iny investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the imperty and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is related 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 Paramable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldeavile, 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. Jollowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration (inde paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exeraption in the Property.

My ConflexMassers Bartings Motary Fublic, State of Illinois
This Instrument was processed by Vickie A. McCarthy My Continuation Explication SEAL" المرادك signed and delivered the said instrument as h_{i} . Item Given under my hand and official seal, this ユュッドバラ 火車 free and voluntary act, for the uses and purposes therein set forth. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose name(s) SMAUNI AS 156A STEWIS CHOMITZ . Swall Sizelf worth 1 a Notary Public in and for said county and state do hereby certify that SEVLE OF ILLINOIS, County 55: тэмопо8 Borrower (Seal) (Seal) Bottower (Seal) SINAC. 13мотой STRADLEY (Seal) Witnesses: any rider(s) executed by Borrower and recorded with it.

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MIDWEST MORTGAGE SERVICES, INC. 1001 SOUTH AS (ER) ROLD, 1004 SOUTH AS

THE PARTY PROPERTY AND REPORT

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO

(the "Lender")

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

MARINE DR. #404 CHICAGO, ILLINOIS 60613

[Property Address]

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

MARINE DRIVE CONFOMINIUM

[Name of Condominium Project]

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

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws: (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- So long as the Owners Association maintains, with a generally accepted insurance B. Hazard 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 barards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard ir surence coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner 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 foliowing a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are herely assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to

Borrower shall take such actions as may be reasonable to insure that the C. Public Liability Insurance. Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

The proceeds of any award or claim for damages, direct or consequential, payable to D. Condemnation. Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

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VMP MORTGAGE FORMS - (313)293-8100 - (600)521-7291

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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 Lender;
- (ii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) an j action which would have the effect of rendering the public liability insurance coverage maintained by the C wners Association unacceptable to Lender.
- F. Remedies. If B n's wer 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 disburser in 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

(Sea	V Duit A. Fuldy
-Borrow	JANIS JANIS
(Se	/
-Borrow	4
(Se:	<u> </u>
-Borrow	
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ADDENDUM "A" LOAN # 9101641 JANICE L. STRADLEY

LEGAL DESCRIPTION

UNIT NUMBER 404, IN 4200 MARINE DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY, (HERBINAFTER REFERRED TO AS "PARCEL"):
LOT 13 IN WALLER'S SUBDIVISION OF LOT 7 IN BLOCK 3 AND LOT 7 IN BLOCK 4 OF WALLER'S ADDITION TO BUENA PARK IN FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH AS MUCH OF THE LAND EAST AND ADJOINING SAID LOT 13 AS IS BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID LOT 13 EXTENDED EAST AND ON THE SOUTH BY THE SOUTH LINE OF SAID LOT 13 EXTENDED EAST AND ON THE WEST LINE OF LINCOLN PARK AS SHOWN ON THE PLAT BY COMMISSIONERS OF LINCOLN PARK RECORDED OCTOBER 11, 1906 AS DOCUMENT 3937332, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2496919. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

92211584

FIXED/ADJUSTABLE RATE RIDER

(10 Year Treasury Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this day of 26th MARCH 19 92 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4200 N. MARINE DR. #404 CHICAGO, ILLINOIS 60613

[Property Address]

THE NOTE PHOVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATI: THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of in the initial fixed rate, as follows:

8.050

%. The Note provides for a change

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The initial fixed interest rate I will pay will change on the first day of which is called the 'Change Date."

APRIL

1999

(B) The Index

THE INITIAL INDEX VALUE FOR THIS LOAN IS 7.630% At the Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before the Chargo Date is called the "Current Index."

If the Index is no longer available, the Note Holderwill choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Change

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

percentage point(s) (%) to the Current 2.500 Index.The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

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

(D) Limits on Interest Rate Change

The interest rate i am required to pay at the Change Date will not be greater than which is called the "Maximum Rate".

14.050

%,

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-10 YEAR TREASURY -Single Family-Fannie Mae Uniform Instrument

(E) Effective Date of Change

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

(F) Notice of Change

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

TODORING OF COOK COUNTY CLORES OFFICE (Seal) -Borrower (Seal) -Borrower (Seal) -Borrower (Seal) ·Borrower

MMS FORM 655