



# UNOFFICIAL COPY

THE SOUTH 29.85 FEET OF THE NORTH 89.85 FEET OF LOT 8 IN  
BLOCK 14 IN PITNER'S SUBDIVISION OF THE SOUTHWEST 1/4  
OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

20-27-316-014

52880146



*Security Pacific  
1910 S. Highland  
Lombard, Ill. 60148*

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DAVID D. ORR, County Clerk

STATE OF ILLINOIS  
County of Cook

DAVID D. ORR, County Clerk of the County of Cook, in the State of Illinois, and Keeper of the Records and Files of said County, do hereby certify that the attached is a true and correct copy of the original Record on file, all of which appears from the records and files in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Cook, at my office in the City of Chicago, in said County.

David D. Orr  
County Clerk

PERMANENT CERTIFICATE  
TEMPORARY CERTIFICATE  
DECEASED

656 OCTOBER '81

STATE OF ILLINOIS

REGISTRATION DISTRICT NO. 16.10

MEDICAL EXAMINER'S CERTIFICATE OF DEATH

622551

PERMANENT  
TEMPORARY  
DECEASED

DECEASED NAME: JAMES SIBLEY, SR. MALE DATE OF DEATH: OCTOBER 26, 1981

PLACE OF DEATH: CHICAGO, ILLINOIS

DATE OF BIRTH: DEC. 8, 1914 COUNTY OF BIRTH: Cook

SEX: MARRIED SERVICE: OAR-1

INDUSTRY: PRINTERS YES W.W.#2

RESIDENCE: 1747 SO. FRANKLIN CHICAGO, ILLINOIS YES COOK ILLINOIS

PARENTS: JAMES MARTIN SIBLEY IDA PITTS

RESIDENCE: 8810 SO. COTTAGE GROVE

CAUSE OF DEATH: ARTERIOSCLEROTIC CARDIOVASCULAR DISEASE

MANNER OF DEATH: NATURAL

DATE OF DEATH: OCTOBER 26, 1981 TIME OF DEATH: 5:31 P.M.

DECEASED'S SIGNATURE: [Signature]

DECEASED'S ADDRESS: [Address]

DECEASED'S OCCUPATION: [Occupation]

DECEASED'S MARITAL STATUS: [Status]

DECEASED'S SERVICE: [Service]

DECEASED'S INDUSTRY: [Industry]

DECEASED'S RESIDENCE: [Residence]

DECEASED'S PARENTS: [Parents]

DECEASED'S ADDRESS: [Address]

DECEASED'S OCCUPATION: [Occupation]

DECEASED'S MARITAL STATUS: [Status]

DECEASED'S SERVICE: [Service]

DECEASED'S INDUSTRY: [Industry]

CERTIFIED

SUBSCRIBED

[Signature]

[Signature]

[Signature]

OCT 29 1981

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**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.

**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 times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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BANC ONE MORTGAGE CORPORATION

MARY ANN DIDOMENICO

SHARON L. TOLBER  
NOTARY PUBLIC STATE OF ILLINOIS

Notary Public

*Sharon L. Tolber*

Given under my hand and official seal, this 29th day of May, 1992, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is personally known to me to be the same person(s) whose name(s) never married Paul W. Minar, a single person never married and Andrea E. Renard, a single person

, a Notary Public in and for said county and state do hereby certify that

County ss:

*Clark*

STATE OF ILLINOIS

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

ANDREA E. RENARD

(Seal) Borrower

PAUL W. MINAR

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any riders (executed by Borrower and recorded with it.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the terms and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29th day of May 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 MORTGAGE CORPORATION

(the "Lender")

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

321 BELDEN, #2E, CHICAGO, ILLINOIS 60614

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 317-25 W. BELDEN 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 title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of 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.

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

Handwritten signature and initials

5-00000000



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

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

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

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

ANDREA E. SPANARD

FRED N. MINAR

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

to Borrower requesting payment.

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

maintained by the Owners Association unacceptable to Lender.

(v) any action which would have the effect of rendering the public liability insurance coverage Association; or

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

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express by condemnation or eminent domain;

termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking (i) the abandonment or termination of the Condominium Project, except for abandonment or written consent, either partition or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be

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Property of Cook County Clerk's Office

Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 250.00 ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%); If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

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.

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

Signature lines for Paul W. Minar and Andrea E. Renard, both labeled as Borrower.



# UNOFFICIAL COPY

*[Handwritten signature]*  
Form 1012  
Page 1 of 2

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first with interest rate limits to the fixed rate calculated under Section 5(B) below.  
The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so.

### 5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate  
The Note provides for the borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

(B) FIXED INTEREST RATE OPTION  
The Note provides for the borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:  
and also the title and telephone number of a person who will answer any question I may have regarding the notice.  
The Note Holder will deliver or mail to me a notice of any changes in my adjustable 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 (F) Notice of Changes

beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.  
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment (E) Effective Date of Changes

will never be greater than 12.0000 % from the rate of interest I have been paying for the preceding 12 months. My interest rate ( ) 2.0000 % (or more than 4.0000 %). Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than Two and No/100 percentage point(s), percentage point(s), or less than 4.0000 %.

The interest rate I am required to pay at the first Change Date will not be greater than 8.0000 % (D) Limits on Interest Rate Changes  
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.

(C) Calculation of Changes  
Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three-Fourths percentage point(s) ( 2.7500 % ) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(B) The Index  
Beginning with the first Change Date, my adjustable interest rate will be based on an index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

(A) Change Dates  
The adjustable interest rate I will pay may change on the first day of June 19 93, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.0000 %.

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

Borrower and Lender further covenant and agree as follows:  
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

321 BELDEN, #2E, CHICAGO, ILLINOIS 60614  
[Property Address]

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

Adjustable Rate Note (the "Note") to BANC ONE MORTGAGE CORPORATION  
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument.

(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 29th day of May

05026025