

UNOFFICIAL COPY Loan #712387108020 93476741 7 7 7 7 7 7 7 7 7 9

COOK SHOW A LEGIS Philipping Record



4329/96

93 JUH 22 PM 3: 28

931,76741

[Space Above This Line For Recording Data] -**MORTGAGE** 

THIS MORTCAGE ("Security Instrument") is given in JUNE 15, 1993 The mortgagor is FRANK J. POLI JR. AND CYNTHIA A. POLI, HIS WIFE,

- 1115 **29 ±2月 3: 25** g g m i

("Borrower"). This Security Instrument is given to

DEERFIELD FEDERAL SAVINGS AND LOAN ASSICIATION THE UNITED STATES OF AMERICA which is organized and existing under the laws of

, and whose address is

745 DEERFIELD ROAD, DEERFIELD 11 60013

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

SIXTY-TWO THOUSAND AND NO CENTS

). This dor is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 62,000.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2003 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and morifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Nove. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located its

COOK

County, Illinois:

UNIT 158-1 "C" IN THE HURON-WELLS CONDOMINIUM, AS DELINEXTED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

#### PARCEL 1:

THE SOUTH 20 FEET OF LOT 1 IN BLOCK 2 IN NEWBERRY'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST 19 FEET OF LOT 13 AND THE EAST ? FEET OF LOT 14 IN BLOCK ? IN NEWBERRY'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE WEST 22 FEET OF LOT 14 IN BLOCK 2 IN NEWBERRY'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, HAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLAPATION OF CONDOMINIUM RECORDED AS DOCUMENT 25206179, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST " THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

1831-184-90 TWD 1800-00-00-1 PUNOFFICIAL COPY

(solud 9 fo E slad) and 9700 min.

(0010) 270c91 RELI

floods or flooding, for which Leader requires insurance. This insurance shall be maintained in the amounts and Proporty in sured against loss by fire, hazards included within the term extended coverage" and any other hazards, including 5. Hau an Property Lasurance. Borrower shall keep the improvements now existing or hereafter erected on the

shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. which may a sain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien prevent the escurent of the lieu; or (c) secures from the holder of the lien an agreement suits and Lender the lien by, or Astends sgainst enforcement of the lien in, legal proceedings which is the Lender's opinion operate to in writing to size pryment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower. (a) agrees evidencing the payments.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furbink to Londer receipts have directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on Property which may attain priority over this Security lastrament, and leachold payments or ground read, if any. Borrower 4. Charges; Liena. Borrower shall pay all taxes, satesments, charges, fines and imposition. stributable to the

peragraph 2; third, to interest due; fourth, to principal due; and lear, to any late charges due under the Ne. paragraphs & and 2 shall be applied: first, to any prepayment charges due under the Note; account, to amounts payable under

3. Application of Payments. Unless applicable law provides coherwise, all payments to sived by Lender under secured by this Security Instrument.

sale of the Property, shall apply any Funds held by Lender at the time of acquisition of the account of the sums Funds held by Leader, If, under paragraph 21, Londer shall acquire or sell the Propert, Leader, prior to the acquiretion or Upon payment in full of all sums secured by this Security Instrument, Lendor shall promptly refused to Borrower say

deficiency in no more than twelve monthly payments, at Lender's note discretical such case Bostower shall pay to Lender the amount accessary to make up the deficiency. Bostower shall make up the Lender at any time is not sufficient to pay the Escrow Items when due, Lend x may so notify Borrower in writing, and, in Borrower for the excess Funds in accordance with the requirements of explicable law. If the amount of the Funds held by

If the Funds held by Lender exceed the amounts permitted to be spolicable law, Lender shall account to secured by this Security Instrument.

and the purpose for which each debit to the Funds was mane. The Funds are pledged as additional security for all sums Lender shall give to Borrower, without charge, an annual tecon ning of the Funds, showing credits and debits to the Funds or esemings on the Funds. Borrower and Lender may speed in writing, however, that interest shall be paid on the Funds. agreement is made or applicable law requires interest to be apaid, Lender shall not be required to pay Borrower any interest estate tax reporting service used by Lender in connector, with this loan, unless applicable law provides otherwise. Unless an Lender to make such a charge. However, Lender Lander require Borrower to pay a one-time charge for an independent real account, or verifying the Eacrow Items, unless Leader pays Borrower interest on the Funds and applicable law permits the Escrow licens. Lender may not classes Borrower for holding and applying the Funds, annually analyzing the encrow (including Leader, if Leader is such as justicution) or in any Federal Horne Loss Bank. Leader shall apply the Punds to pay The Funds shall be hold in an adjustion whose deposits are insured by a federal agency, instrumentality, or canny

reasonable estimates of expenditures of future Eacrow Items or otherwise in accordance with applicable law. has such the printer in the printer of the property of the pro another law that applies to the Tunds sets a lesser amount. If no, Lender may, at any time, collect and hold Funds in an Estate Sculement Procedure Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unions schount a leader for a lesterally related mortgage loan may require for Borrower's eacrow account under the federal Boal isoms are called "the process." Leader may, at any time, collect and hold Funds in an amount not to exceed the maximum Leader, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These insurance produced, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to taxes and assessments which may attain priority over this Society insurance as a lien on the Property, (b) yearly leasthold payments or property insurance prenument; (d) yearly licond payments or property insurance prenument; (d) yearly licond 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leader, Borrower shall pay to Leader on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Tunds') for: (a) yearly

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. UNIFORM COVENANTS. Borrower and Londor covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform coverant for national use and non-uniform coverants with

encumbrances of record.

Borrower warrants and will defend generally the title to the Property against all claims and domands, subject to any mortgage, grain and convey the Property and that the Property is uncancumbored, except for encumbrances of record. BORROWER COVENANTS that Burrower is leavisly scient of the center horoby conveyed and has the right to

"vinequest" salt an incommental virtures & salt an or berneher at gaingenest on the Mc Menument.

TOCETHER WITH all the improvement now or hereafter enound on the property, and all incoments, apparenteness and fixialism shall also be covered by this Security and fixialism and additions shall also be covered by this Security

Loan #712387108020

1478742

. . . . . 93 :8 hd : 66 mill ou

17696188

83 RH 55 EN 3: SA

MORTGAGE

The mortgagoria frank J. Poll JR. AND CYNTHIA A. Poll, HIS WIPE, 10ME 72' 7883 THIS MOR I'CACE ("Security Instrument") is given on

("Borrower"). This Security Instrument is given

THE UNITED STATES OF AMERICA which is organized and existing tender the laws of DEERFIELD PEDERAL SAVINGS AND LOAN ASSOCIATION

745 DEERFIELD ROAD, DEFOURLD, IL 60015

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

SINTO ON ONY ONYSNOHL OAL-ALXIS

. This Security Lagranesis secures to Leader: (a) the repayment of the debt evidenced 10TK 1' 5003 Instrument ("Mote"), which provides for monthly proments, with the full debt, if not paid cartier, due and payable on ). This Jebt is evidenced by Burrower's note dated the same date at this Security 62,000.00 2 .2.U) znatkoG

coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, interest, advanced under paragraph 7 to protect the security of Liis Security instrument; and (c) the performance of Borrower's by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with

grant and convey to Leader the following described property localed (m)

County, Dimois:

and whose address is

CCOK

UNIT 158-1 'C' IN THE HURDN-WELLS CONDOMINIUM, AS DELYMEATED ON A SURVEY OF THE

9001-/10-017-60-/1

126 AEST HURON STREET, UNIT 158-1 "C"

which has the address of

("Property Address");

(Zip Code) 01909

zionilli

Form 3014 9/30 (page 1 of 6 pages)

THE SECTION AND DESCRIPTION OF FICAL COPY

(COLB) LYB/PL PLBLI IFFINOIS -- Single Perrily --

# 93476741

### **UNOFFICIAL COPY**

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants 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 variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a men ("Punda") for: (a) yearly taxes and assessment in which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold payments or ground route on the Property, if any; (c) yearly huzard or property insurance premiums; (d) yearly flood insurance premiums. If any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Inva." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loss may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Ac. of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless mount not to exceed the lesser assume content may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise is accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrows for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Porrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be prior, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree as writing, however, that inscress shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all same

secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender 2017 so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale is a realit against the same

secured by this Security Instrument.

ITEM 1879L2 (9103)

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londor under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amy units payable under

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property 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 pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Londer; (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 Londer determines that may 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 more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected 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

834110111

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?

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 nums 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 Leads, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due case 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 program the acquisition.

6. Occupancy, Preservative, Maintenance and Protection of the Property; Borrower's Loan Application; Lessetvids. Borrower shall decupy, 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 ocupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or our raise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a woult and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Londer's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material implirment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a least old, 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 rightlicantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeigne 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? shall become additional debt of Demower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts could 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.

ITEM 1876L3 (9103)

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the lost 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 insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

(Core) AJATO: METI M. and American manden makes bereig. Bed nicht af etter inge den Anton open der Ande i And nicht af cutoconess of this Security Instrument discontinued at any lines prior to the outlet of: (a) 5 days (or such other period as (extend 9 to 4 select from served

remedica perminted by this Security lastrument without further action or demand on Borrower. If Borrower scotts cortain conditions, Borrower shall have the right to have this Security Instrument. If Burrower fails to pay these sums prior to the expurators of this period, Lender may savoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower mans pay all sums accured by

If London charter shall give Borrower notice of acceleration. The notice shall provide a period of

the Security lessrances. However, this option shall not be exercised by London if exercise is prohibited by federal law as of without Lender's price written consent, Lender may, at its option, require immediate payment in full of all sums accured by in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is bot a natural person.) 17. Transfer of the Property or a Beauticial Interest in Borrower. If all or any part of the Property or any interest declared to be severable.

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

can be given effect without the conflicting provision. To this end the provisions of this Security has uncan and the Note are conflicts with applicable law, such conflict shall not affect other pur raisons of this Security Instrument or the Note which jurisdiction in which the Property is located. In the event that any provacion or clause of this Security Instrument or the Note 15. Coverning Law; Severability. This Socurity Instrument as is be governed by to only law and the law of the

Security Insurances shall be decreed to have been given to Borrowd (v. Leader when given as provided Fra class mail to Lender's address absed herein or any other address Lender design see by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Leader Ani notice to Leader shall be given by the first class mail unless applicable law requires use of another method The notice shall be directed to the I. Notices. Any source to Borrower provided for in this Security League and the given by delivering it or by pre, soyment charge under the Note.

a direct payment to Borrower. If a reliend reduces principal, the reducited will be breated as a partial prepayment without any retunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any same already collected true, Borrower with the charge to the permitted limits will be with the loan exceed the permitted lients, then: (a) any such loan of art e shall be reduced by the amount necessary to reduce charges, and that having linally interpreted so that the interest or olver loss charges collected or to be collected in connection If the loss secured by this Section Instrument is subject to a law which sets statistical forms

torbest or make any accommodations with the terms of this Security Instrument or the Note without that sums secured by this Security Instrument, and (c) agrees that Leader and any other Borrower may agree to extend, modify, BOSTOWER'S INVERSE IN the Property which the Socurity Lestrument, (b) is not personally obligated to pay the Instrument but does not execute the Note: (a) is one gaing this Security Instrument only to mortgage, grant and convey that paragraph 17, Borrower's covenants and agreem ave shall be joint and several. Any Borrower who co-signs that Security Security Instrument shall bind benefit to successors and assigns of Leader and Borrower, subject to the provisions of ति है है अध्येषत श तर प्रिस्टोप्पट क्षेट ट्रस्टिटिंट से कार राष्ट्रीय का राष्ट्रीय का रहाइतीर

ORIGINAL BORTOWER'S SHOOTSTATE IN INSCRESS. ANY TORDOMENCE BY LONDOM IN CLEANING MAY right or remody shall this coverage has steenever off otherwise modify smortestion of the secured by this Security Instrument by reason of any demand made by the shall not be required to commence proceedings against any successor in interest or reliane to extend time for payment or of Borrower shall not operate to take the tability of the original Borrower or Borrower's successors in interest Leader secretari in indexessor in ind

positions the due date when the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Univer Leader and Portower otherwise agree in writing, any application of proceeds to principal shall not extend or Extension of the time for payment or sums secured by this Searity Instrument, whether or not then due.

Lender is suitionized to collect and apply the proceeds, at its opines, cither to restoration or repair of the Property or to the an award or sends a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Property is abundoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make

Otherwise provides, the proceeds shall be applied to the sums accurred by this Security Instrument whether or not the sums secured instructionally before the taking, takes Borrower and Leader otherwise agree in writing or unless applicable law Property in which the fair market value of the Property immediately before the taking is less than the annual of the aurus Property immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the fraction: (a) the total amount of the sums accurred mannediately before the taking, divided by (b) the fair market value of the the sums secured by this Security leavenment shall be reduced by the proceeds nucleiplied by the following secured by this Security Instrument immediately before the taking, unless Borrower and Leader otherwise agree in writing, which the fair market value of the Property isomediately before the taking is equal to or greater than the amount of the auto-Instrument, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in the event of a rotal taking of the Proporty, the proceeds shall be applied to the name secured by this Security . robins. I or bing od lande bus bongizas

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

applicable law may specify for reinstanement) 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 as y other information required by applicable law.

20. Hazardour 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 viction 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 agercy 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 regulation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial acous in accordance with Environmental Law.

As used in this paragraph 20, "Hazarduss 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 petroleum and herbicides, volatile solvents, materials containing asbestos or formaldebyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" ne was 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 Length 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 default 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 unlect 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.

Non-Unitorm Covenant 22 of the Security Instrument is amended to read as follows:

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Decurity Instrument upon payment by Borrower of a reasonable fee for the preparation and delivery of a release deed. Borrower and Lender further agree that if the Federal National Mortgage Association or the Federal Home Lean Mortgage Corporation buys all or some of the Lender's rights under this mortgage, then Lender shall release this Security Instrument without charge to Borrower, upon payment of all sums secured by this Security Instrument.

Borrower shall pay any recordation costs.

93476741

| (state his know) diff. Atti must   |                     | (PAIR), RIBTOL MATI  |
|--|---------------------|--|
|  |                     | (mappy)  |
| ahana  | sionilli ,og        |  |
|  | North Milwau        | _  |
|  |                     |  |
| sonings Bank Savings (Normmuss on Expuse 5 28,000 Mings)   Light Republic Springs   Page 1    | S [saece] S         |  |
|  | SOFIISM 67          | Companies of any assessment and a  |
| Clora B. hiller  |                     | d selet a saudry ut es amon ///  |
| THE STREET STREET  |                     | T. 4 sichilit to entils thand thaton >   |
| 77.17  |                     | Clora B. Miller  |
| 7 17 1   | 11                  | "OFFICIAL SAAL"  |
|  | 1/                  | A A A A sesiges and seigning of 1/4  |
|  | i /                 |  |
| 6661 June 1993   | _4121 <b>214</b>    | Given under my hand and official seal, th  |
| 5001   | ייי ונייר           |  |
|  |                     | touth.   |
| 96   |                     |  |
| free and voluntary act, for the uses and purposes therein set  | their               | and delivered the said instrument as   |
| ~/x,   | ,                   |  |
| day in person, and action whedged that they signed   | eid: ons enolod bor | subscribed to the foregoing instrument, appear   |
|  |                     |  |
| ne to be the same person(s) whose name(s) 810  | OBSTILL JUDOWN 10 B | and '  |
|  |                     |  |
| nthia A. Poli, his wife,   | i Jr. and Cy        | do hereby certify that Frank 1. Po!  |
|  | (``',               | •  |
| , a Notary Public in and for said county and state,  | ~X) X/17            | 1 1/10/2019  |
|  |                     | in the second  |
| Сошну за:  |                     | STATE OF ILLUNOIS, COOK  |
|  | <b>O</b> >          |  |
|  | 0/4                 | <i>*</i>   |
| Social Security Number   | <del></del>         | Social Security Number   |
| nacung-  | зечестюй-           |  |
| (les2) <u> </u>  | (leoč)              |  |
|  | -                   | ( )  |
| Social Security Number 345-40-2092   | <del></del>         | Social Security Number 326-34 2107   |
| CAMARIV V BOLI -Bonower  | -Borrower           | FRANK J. POLI JR.  |
| (res) 22/1/Y 2/2/2/17 Y  | (505)               |  |
|  |                     |  |
|  |                     |  |
|  |                     | U <sub>X</sub>   |
| Witness:   |                     | Witness:   |
|  |                     |  |
| DA TÜLE ÜNE VERLE MEN MEN MEN MEN MEN MEN MEN MEN MEN ME   | sed by Bostower a   | Security In 27, ment and in any rider(s) execu-  |
| se terms and covenants contained in pages 1 through 6 of this  |                     |  |
| अक्रुप्त १ अस्ति । व अस्ति । व अस्ति । व   |                     |  |
|  |                     | Other(s) [specify]   |
|  |                     |  |
| Overmone Rider Second House Rider  | भ्युक्ती अंकप्त 🔃   | Ballous Rider  |
|  | []                  |  |
| lait Development Rider Biweekly Payment Rider  | DOGRAMATIVE TO THE  | Graduated Payment Rider  |
| and the first of the state of t | ··· ··              |  |
| issm Rider 1-4 Family Rider  | MANORADO T          | X Adjustable Rate Bider  |
| TEXAS SECTION FOR THE SECTION OF THE |                     | maki Giraka Giral Janaa di Maria di Maria  |
| رائي ۾ ان ميلي ۾ ان جي جي ان جي جي جي<br>ان جي   |                     | The state of the s |

24, Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverable and agreements of this Security Instrument, the coverable and agreements of this Security Instrument the coverable and agreements of this Security

(COLS) 939291 M311

## UNO FEE CIAL COERY

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 15 th day of June . 19 93 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

158 West Huron Street, Uni: 158-1 "C", Chicago, Illinois 60610

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST BATS CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.00 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

#### (A) Change Dates

The interest rate I will pay may change on inc first day of Ully I , 19 94, and on that day every 12th month thereafter. Each date on which my increst rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant insturity of I year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 35 days before each Change Date is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (2.75 %) to the Current Index. The Nove Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date

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

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay a, the first Change Date will not be greater than 7.00 % or less than 3.00 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.00 %.

#### (E) Effective Date of Changes

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

#### (F) Notice of Changes

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

#### (G) Non-Uniform Covenant 22 of the Security Instrument is amended to read as follows:

Borrower, upon payment of all sums secured by this Security Instrument, Borrower shall pay any recordation costs. some of the Lender's rights under this morgage, then Lender shall release this Security Instrument without charge to agree that if the Federal National Merigage Association or the Federal Home Loan Mortgage Corporation buys all or payment by Borrower of a reasonable fee for the preparation and delivery of a release deed. Borrower and Lender further Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument upon

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

|                     | nen sids tedt (2)aabalimonder (2)aamonnell adt. pnifeitini uit"  |
|---------------------|--|
|                     |  |
|                     |  |
|                     |  |
|                     |  |
|                     |  |
|                     |  |
|                     |  |
|                     |  |
|                     |  |
|                     |  |
|                     |  |
|                     |  |
|                     | O <sub>f</sub> c   |
|                     |  |
| •                   |  |
|                     | 4  |
|                     |  |
|                     |  |
|                     | 4/2  |
|                     |  |
|                     |  |
| sevenog-            |  |
| (Seal)              |  |
|                     | $\tau_{c}$   |
| (Seal)<br>Bearings  |  |
| , <u>-</u>          | $\mathcal{O}_{Sc}$   |
| ([SS2])<br>1440TOB- | Cynthia A. Poli  |
| (Iso2)<br>newono8-  | ilog .A seikinya   |
| hawono8-            | Frank J. Poli Jr.  |
| (Seal)              | The second secon |
|                     | 1 5 1 70 1 / 20 1  |

|   | <del></del> |          |
|---|-------------|----------|
| 2 of 2 of the Multistate Adjustable Rate Rider."                      | rigini      | s[rijiu] |
| "By initialing, the Borrower(s) acknowledge(s) that this page is page |             |          |

#### **CONDOMINIUM RIDER**

|  | COMPONIZINZ  | OM KIDEK   |   |
|--|--|--|---|
| THIS CONDOMINIUM RID<br>and is incorporated into and shall b<br>"Security Instrument") of the same   | e deemed to amend and suppl  | ement the Mortgage, Deed   | of Trust or Security Deed (the  |
| DEERFIELD FEDERAL SAVIN  | GS AND LOAN ASSN   |  | (the "Lender"   |
| of the same date and covering the F  | Property described in the Social   | rity Instrument and located a  | <b>M:</b>   |
| 158 WEST HURON STREET,   | UNIT 158-1 "C", CHIC   | AGO, IL 60610  |   |
|  | (Property A  | kiress)  |   |
| The Property a cludes a unit in, tog   | ether with an undivided interr   | at in the common elements  | of, a condominium project known   |
| MC HURO  | on-vells conto   |  |   |
| 000  | [Name of Condomi   | nisma Project)   |   |
| A. Condominium Obligate Project's Constituent Documents. It the Condominium Project; (ii) by promptly pay, when due, all dues as B. Hazard Insurance. So "master" or "blanket" policy on the coverage in the amounts, for the policy of the term "extended coverage," then:  (i) Lender waives the yearly premium installments for haz (ii) Borrower's obligate deemed satisfied to the extent that the Borrower shall give Lender pain the event of a distribution Property, whether to the unit or to to Lender for application to the sum C. Public Liability Insurant Association maintains a public liability D. Condemnation. The proconnection with any condemnation elements, or for any conveyance is shall be applied by Lender to the sum E. Lender's Prior Consent consent, either partition or subdivide (i) The abandomment required by law in the case of subseminent domain;  (ii) any amendment to Lender;  (iii) termination of profession which the Owners Association unacceptable | and the benefit or use of Association and the uses, proceeds of agree as follows:  "It's and agree as follows:  "It's. Borrower shall perfor the "Constituent Documents"  "Islands: (iii) code of regulational assessments imposed pursional assessments imposed pursional assessments in Project wheriods, and against the hazard provision in Uniform Covenant and insurance on the Froperation under Uniform Covenant in the Properation of the Constitution of the Properation of the Propera | of its members or shareholeeds and benefits of Borrower's obligated and benefits of Borrower's obligated the: (i) Declaration or a long; and (iv) other equiviliant to the Constituent Document of the Constituent Document is satisfactory to Lender is satisfactory to Lender Lender requires, including that 2 for the monthly payment; and 15 to maintain hazard insurance conditions in the Country Association of the Country Association of the Country and extended in line of the Property, whether the Country and the Property, whether the Country are the Country and the Property, whether the Property and the Property whether the Property and the Property whether the Property and the Property whether the Pr | iders, the Property also includes rer's interest.  made in the Security Instrument pations under the Condominium may other document which creates alent documents. Borrower shall ments.  ally accepted insurance carrier, a rer and which provides insurance fire and hazards included within to Lender of one-twelfth of the mance coverage on the Property is on policy.  Are repair following a loss to the hereby assigned and shall be paid to Borrower.  Inable to insure that the Owners pit of coverage to Lender.  Equential, payable to Borrower in her of the unit or of the common e paid to Lender. Such proceeds form Covenant 10.  and with Lender's prior written for abundance of a rezing by condemnation or issurance coverage maintained by due, then Lender may pay them. Borrower secured by the Security tall bear interest from the date of Borrower requesting payment. |
| ニシェノナナン  | (Scal)   | COMMENSE S   | (Scal)  |
| PRANK I BOIT IR  | Rossower   | CYPTHIA A POLI   | Borrower  |

BOTTOWET

-BOTTOWET

-

(Scal)

. (Scal)