

PREPARED BY:
ROBERT L. HOLZER
WHEATON, IL 60187

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORD AND RETURN TO:

09 JUL 27 AM 11:27

93582100

NBD MORTGAGE COMPANY
2000 SOUTH NAPERVILLE ROAD
WHEATON, ILLINOIS 60187

471

[Space Above This Line For Recording Date] J.P.

MORTGAGE

6122923

THIS MORTGAGE ("Security Instrument") is given on JULY 20, 1993
WILLIAM K. SLOAN
AND JENNIFER SLOAN, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
NBD MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF DELAWARE
Address is 900 TOWER DRIVE
TROY, MICHIGAN 48098
TWO HUNDRED FIFTY THOUSAND FIVE HUNDRED
AND 00/100

(Lender). Borrower owes Lender the principal sum of
Dollars (U.S. \$ 250,500.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2008.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications 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 Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

PARCEL A: UNIT 1904 N. SEDGWICK, AS DELINEATED ON THE PLATS OF SURVEY
OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

93582100

14-33-307-071-1027

which has the address of 1904 NORTH SEDGWICK, CHICAGO
Illinois 60614
(Zip Code)

(State, City).

ILLINOIS-Single Family-Family Mac/Prudential Mac UNIFORM INSTRUMENT
VMP MORTGAGE FORMS - (312)283-8100 (800)821-7281

Page 1 of 8

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Form 3014 8/90
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Borrower will promptly acknowledge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien to a party other than Lender; or (c) secures from the holder of the lien in full preceedings which in the Lender's opinion operate to prevent the enforcement of the lien in full preceedings.

d. **Charges:** Lessor, Borrower shall pay all taxes, assessments, charges, fines and imposts affecting or relating to the Property which may attach priorly over the Security Instrument, and certain old payments or grants made, 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 Lessor all notices of amounts to be paid under this paragraph.

3. Application of Provisions. Unless otherwise law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charge due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums demanded by the Security Instrument, Lender shall promptly refund to Borrower any funds paid by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, in order, prior to the acquisition of the Property, funds apply any funds paid by Lender at the time of acquisition or sale as a credit against the sum demanded by

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, or if the amount of the Funds held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall make up the deficiency in no more than twelve months after a notice of deficiency is given.

The Funds shall be held in a custodian whose deposits are insured by a federal agency, interagency, or entity (including Leader, if Leader is such an institution) or in any Federal Home Loan Bank, Leader shall apply the Funds to pay the escrow items, Leader may not charge Escrow for holding and supplying the Funds, usually utilizing the escrow account, or verifying the Escrow items, unless Leader pays Escrow interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Escrow to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Leader is made of appellees law requires Leader to be paid, Leader shall pay Borrower any interest or earnings on the Funds without charge, an initial accounting of the Funds, showing the principal and debts to the Funds and the purpose for which each debt is to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

1. Payment of monthly premiums and late charges due under the Note and any prepayment and late charges due under the Note.
2. Premium for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Mortgagor shall pay taxes and assessments which may affect title security instrument as is set out in the Note.
3. Premium for Taxes and Insurance, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect title security instrument as is set out in the Note; (b) yearly loanhold premiums or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These items are herein referred to as "Funds".
4. 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 for Borrower's current account under the Federal Home Loan Bank Settlement Act of 1974 as amended from time to time, 12 U.S.C. Section 260 et seq. ("FHLB"); unless otherwise law shall apply to the Funds held under authority of the FHLB.
5. Lender may, at any time, collect and hold Funds due on the basis of current data and reasonable estimates of expenditures of future

UNIFORM COVENANTS, BONOMIES AND LANDER COVENANTS AND AGREEMENTS AS FOLLOWS:

VALUATION BY LIQUIDATION is concerned with the liquidation value of a company's assets and liabilities.

THE SECURITY INSTRUMENT enables us to make comparisons for individual life and non-uniform coverages with similar

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

Given and acknowledged this day Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

FORGOTTEN COMBINANTS AND SOUNDER is lawfully seized of the estate hereby conveyed and has the right to mortgag[e].

maximum term of ownership in part or the property. All trademarks and service marks used herein may be registered by their owners.

ROBINS WILL BE THE LEADERSHIP now or heretics stricken on the property, and all shareholders, applicants, and

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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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.
Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

to be selectable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note given effect without the conflict provision. To this end the provisions of this Security Instrument and the Note are declared

(ii). Nota Bene, Any notice to Borrower provided for in this Security Instrument shall be given by delivery, serving it by mail unless applicable law requires use of another method, to the Borrower at his address set forth in this paragraph.

preparation charge under the Note.

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 usually interpreted so that the interest of other loans charged collected or to be collected in connection with the same loan is limited to the amount of the principal paid under the law, then the interest of the loans charged collected or to be collected in connection with the same loan shall be limited to the amount of the principal paid under the law.

make any accommodation with regard to the terms of this Security Instrument or the lease without the written consent of the lessor.

12. Successors and Assignees Bound: Joint and several liability. (b) Successors and assigns of this Security instrument shall bind and benefit the successor or assignee and assent as of Lender and Borrower, the co-contracting parties of this Security instrument shall bind and benefit the successor or assignee and assent as of Lender and Borrower, and agree to be subject to the provisions of this Security instrument.

of an organization of the same secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or to extend the time for payment of any demand note or promissory note or other instrument of payment held by Lender in respect of any debt or obligation of Borrower to any successor in interest of Borrower or to any holder of any right or remedy.

Unless Leader and Borrower shall agree in writing, any application of proceeds to principal shall not exceed or purport the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is sold by Mortgagor, or if, after notice of default by Lender to Mortgagor, the trustee of the condominium owners to make an award of title to a claimant under damage, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to sell all and apply the proceeds, at its option, either to restoration or repair of the Property or to the amount accrued by the Security instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by the Security Instrument, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by the Security Instrument shall be reduced by the amount of the proceeds multiplied by the ratio of the sum secured immediately before the taking to the fair market value of the Property immediately before the taking.

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

9. I understand. Lencher or his agent may make returns upon and inspectors of the property; Lencher shall have
10. Borrower notice at the time of or prior to its inspection specifically reasonable cause for the inspection.

parties concerned may, for example, be an obligation to negotiate, or an obligation to accept a negotiated outcome. In this case, the parties concerned will have a duty to negotiate in good faith, and a duty to accept a negotiated outcome if it is reasonable.

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17. Transfer of the Property; no 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 create 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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NOTARY PUBLIC, STATE OF ILLINOIS
ANDREA V. SCOTT
My Commission Expires 1/18/95

Given under my hand and affixed seal this day of
June and voluntary act, for the uses and purposes herein set forth.
I, William K. Sloan and Jennifer Sloan, husband and wife, do
hereby acknowledge that we have delivered to the foregoing instrument as THEIR
personal property known to me to be the same person(s) whose name(s) appears below to the said instrument, appeared before
me this day in person, and acknowledged that THEY

WILLIAM K. SLOAN AND JENNIFER SLOAN, HUSBAND AND WIFE
County and state do hereby certify that
I, Notary Public in and for said

STATE OF ILLINOIS, COOK

Handwritten Signature

County of:

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

JENNIFER SLOAN

Witness

Witness

(Signature)

WILLIAM K. SLOAN

Witness

Witness

(Signature)

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

- | | | | | | | | |
|---|--|--|---|--|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Grandfathered Payment Rider | <input type="checkbox"/> Bi-weekly Payment Rider | <input type="checkbox"/> Bi-monthly Payment Rider | <input type="checkbox"/> Bi-yearly Payment Rider | <input type="checkbox"/> Rate Imbalance Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> XXXX (Other)(Lessee Only) Legal Description Rider |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | | |
|--------------------------|---|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> Bi-monthly Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Check applicable boxes (all)

Initials _____

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

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HORN - LEGAL DESCRIPTION

PARCEL A: UNIT 1904 N. SEDGWICK, AS DELINEATED ON THE PLATS OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

PARCEL 1: LOTS 26 TO 33 IN DOGGETT AND HILL'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: LOT 1 (EXCEPT THAT PART THEREOF DEDICATED FOR PUBLIC ALLEY) IN THE SUBDIVISION OF LOTS 20 TO 25, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 40 OF CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS LOT 20 AND THE NORTH 1 FOOT OF LOT 21 IN DOGGETT AND HILL'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE VACATED NORTH/SOUTH PUBLIC ALLEY, LYING DUE EAST OF AND ADJACENT TO LOTS 26, 27, 28, 29 AND 30 OF THE SUBDIVISION OF BLOCK 40 OF CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE EAST 80 FEET OF THE SOUTH 50 FEET OF LOT 3 AND THE EAST 80 FEET (EXCEPT THE SOUTH 50 FEET) OF LOT 3 IN SUBDIVISION OF LOTS 20 TO 25, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 40 OF CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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ADJUSTABLE RATE RIDER
(1 Year Treasury Index - Rate Caps)

6122923

THIS ADJUSTABLE RATE RIDER is made this 20TH day of JULY , 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

NBD MORTGAGE COMPANY

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

1904 NORTH SEDGWICK, CHICAGO, ILLINOIS 60614

(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 RATE 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 further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.7500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of AUGUST 1 , 1994 , and on that day every 12th month thereafter. Each date on which my interest 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 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."

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 FOURTHS percentage points (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(B) 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 at the first Change Date will not be greater than 7.7500 % or less than 3.7500 %. 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 11.7500 %.

(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 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.

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

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.

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Worship -
Music

**POWER -
TEST**

ANSWER

BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS ADDENDUM TO PRICE RIDER.

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To the extent permitted by applicable law, Landers may charge a reasonable fee as a contribution to Landers' account to the lessor under lease agreements to keep all the expenses made in the preparation of the premises and agreement made in the Note and in this Security instrument.

Landers reserves the option to require Landers to pay all sums due and the Note and this Security instrument unless Landers satisfies Borrower's demands for payment of the amount due and the Note and this Security instrument.

If Landers exercises the option to require Landers to pay all sums due and the Note and this Security instrument, Landers shall provide Borrower with a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums due and the Note and this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Landers may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **20TH** day of **JULY**, **1993**, 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:

**NBD MORTGAGE COMPANY,
A DELAWARE CORPORATION**

(the "Lender")

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

**1804 N SEDGWICK
CHICAGO, IL 60614**

[Property Address]

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

BELGRAVIA TERRACE COMPANY

[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 COVENANT. 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 3 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 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.

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

Form 3140-B/ED

Page 1 of 2

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Initials: *[Signature]*

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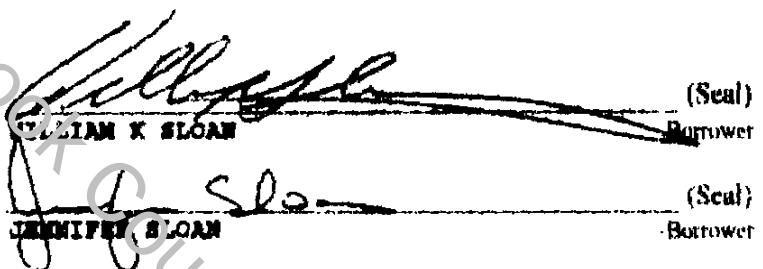
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E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

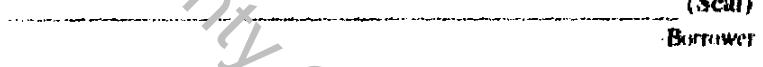
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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


WILLIAM X. SLOAN
(Seal)
Borrower


JENNIFER SLOAN
(Seal)
Borrower


JENNIFER SLOAN
(Seal)
Borrower


JENNIFER SLOAN
(Seal)
Borrower

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