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This Instrument Was Prepared By:

SHANDON WOODS

When Recorded Mail To

FIRST NATIONWIDE BANK, A PLEBRAL SAVINGS BANK O'S UMENT CONTROL F.D. BOX 348450 SA GRAMENTO, CA 95834-8450 5 17 PM 1: 65

93747089

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DOC. 020

### MORTGAGE

THIS MORTGAGE ("Socurity Instrument") is given on SEPTEMBER 09, 1993 The mortgager in JEEGREY E. BEESON, BALHELOK

("Borrower"). This Socurity Instrument is given to FIRST

THAT I CHANGE BANK, A FEDERAL SAVINGS BANK under the laws of THE UNITED STATES OF AMERICA FRANCISCO, CA 94105-1817 which is organized and existing , and whose address in 135 MAIN STREET, SAN

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

HUNDRED PHIRIEEN THOUSAND MIX HUNDRED AND 00/100

Dollars (U.S. \$ \*\*\*\*\* 113,600,00). 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, of not paid earlier, due and payable on OCTOBER 0, 1998. This Security Instrument secures to London: (a) the repayment of the debt evidenced by the Note, with interest, an off 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 Instrume it and the Note. For this purpose, Borrower does hereby mortgage, grant and convoy to Londor the following described property located in SOCK County, Illinois:

MADE CONTRACTOR OF THE CONTRAC AS BER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY HOLDERENCE.

14-28-318-078-1016

which has the address of

2608 NORTH LAKEVIEW UNIT 2D CHICAGO, 60614-0000 ("Property Address");

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 "Proporty."

BORROWER COVENANTS that Borrower is lawfully soized 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 domands, 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 confillate a uniform security instrument covering real property.

**CLOSER ID: 16439** 

FNMA/FHEMC Uniform Instrument 3014-9/90

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L0959 (805) 4/91 IL - Single Family

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Loan # 0003168804

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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 propayment 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 payment care due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or proporty insurance premiums,(d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance promiums, if any; and (f) any sums payable by Borrower to Londor, in accordance with the provisions of paragraph 8, in linu of the payment of mortgage insurance premiums. Those items are called "Escrow Items." 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 loan may require for Borrower's escrow account under the federal Real Estato Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 of seq. ("RESPA"), unless another law that applies to the Funds sots a lesser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may extimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future bserow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Londor, if Londor is such an institution) or in any Federal Home Loan Bank, Londor shall apply the Funds to pay the Escrow Items, Londor may not charge Berrower for holding and applying the Funds, annually analyzing the secrow account, or verifying the Escrow Items, unloss Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require therrower 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 provid setterwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Porrower any interest or earnings on the Funds. Horrower and Lender may agree in writing, however, that interest 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 dobit to the Funds was made. The Funds are pledged as additional security for all sums 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 Escrew Items when due, Le der may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Scrower shall 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 g. sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Londor at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Paymonts. Unloss applicatio has provides othorwise, all payments received by Lendor under paragraphs I and 2 shall be applied: first, to any prepayment charges 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 un for the Note.

4. Charges; Liuns. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold pay monts or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, forrower shall pay them on time directly to the person owed payment. Horrower shall promptly furnish to Lender all notices of amounts to to paid under this paragraph. If Borrower makes these payments directly, Porrower shall promptly furnish to Londor receipts evidencia Var 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 Lunder; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londor's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority, ever this Security Instrument, Londor 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 oxiding 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 corrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Horrower 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 renowal 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 up in of the Property damaged, if the restoration or repair is economically leasible and Londor's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessoned, 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 Londor 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; Leasehold. 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 withhold, 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 cruminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lendor's security interest. Borrower may cure such a default and reinstate, as provided in 10439 CLOSER ID: Loan # 0003158804

FNAMA/FHILMC Uniform Instrument 3014-9/80 Page 2 of 5

A LM2 1000 (R05) 4/91 IL - Single Family

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paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes 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 Londor's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forteiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Londer's rights in the Property. Londer'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 dobt of Borrower secured by this Security Instrument. Unless Barrower and Lender agree to other forms 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 Londor to Borrower requesting payment,

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Londor lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equival at o the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance proviously in offect, from an alternate mortgage insurer approved by Londor. If substantially equivalent mortgage insurance coverage is not a mitable. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance promium being paid by Borr wer when the insurance coverage lapsed or coased to be in effect. Lender will accept, use and retain these payments as a loss reserve is the 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 the Lender again becomes available and is obtained. Is cover shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for moregage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection, Lender or its agent my make reasonable entries upon and inspections of the Property. Lender shall give Borrower

notice at the time of or prior to an inspection are citying reasonable cause for the inspection.

10. Confirmation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for convey ance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Leader to Borrower that the condemner offers to make an award or sottle a claim for damages, Porrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of projectly to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londor to any success or in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify a nortication of the sums secured by this Security Instrument by reason of any demand made by the original Horrower or Borrower's successors in interest. Any forbestance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenant and agreements of this Security 1 Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Horrower's covenants and agreements shall be joint and several. Any Borrower who coverigns this Security Instrument but does not execute the Note: (a) (2) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this C Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) a reas that Londer and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security

Instrument or the Note without that Horrower's consent.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of mother method. The notice shall be directed to the Property Address or any other address Horrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been

given to Borrower or Londor when given as provided in this paragraph.

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

**CLOSER ID: 18439** FAMA FILLIC Uniform Instrument 3014-9790 Page 3 of 5 ATM3 (1.35.3 (ROS) 4/91 ft - Single Family

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Londer 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 accoleration. 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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Londer all sums which then would be due under this Security Instrument and the Note as if no acceleration had occured; (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 atternoys' 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 occured. 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 plove 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 to notice will also contain any other information required by applicable law.

20. Hazardous Substance: Operower shall not cause or permit the presence, use, disposel, storage, or release of any Hazardous Substances on or in the Property. Borrov or shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding two conteness 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 veicten notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private porty involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, ir 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: gazolino, he osene, other Hammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspestos 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 overant and agree as follows:

21. Accoloration; Romodias, Londer shall give notice to Bour war prior to accoloration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to accoloration 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 loss 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 accoleration 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 coinstate after accoleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Berrower to acceleration and foreclosure, if the default is not cared 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 Leader shall be entitled to collect expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonables attorneys' fees and costs of title evidence,

22. Roloase, 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 Homostead, Borrower waives all right of homestead exemption in the Property.

24. Ridory to this Security Instrument, If one or more ridors are executed by Borrower and recorded tracther with this Security ( instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and suppliment the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable levels))

Adjustable Rate Rider Graduated Payment Rider	Condominium Rider Planned Unit Development Rider	1:4 Family Rider Biwookly Payment Rider
Balloon Rider Other(w) marries	Convertible Rider	Second Home Rider

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

Hellien & Reco	9 9 9 9
Heller C. Recon Herfrette. BEESON Mars W. Hattern alternog in Fo	brull.
	Date
	Dete
	Date
	(Space Below This Line For Acknowledgment)
THAT MARITE HATZE BO FOL JUFFRLY C. BUSON PERSONS WHOSE NAMES ARE SUBSO IN PERSON, AND ACKNOWLEDGED:	PERSONALLY KNOWN TO ME TO BE THE SAME CRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR THE USES AND PURPOSES THEREIN SET FORTH.  D OFFICIAL SEAL THIS DAY OF DAY OF DAY OF DOTHER OF THE COMMENT OF THE DAY OF THE
	Opinia R. Adamon. Notary Fublic. State of Rainer Cook County Alty Commission by: Ires 7/27/94

3374708<sup>6</sup>

STREET ADDRESS: 2608 NORTH LAKEVIEW STREET

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 14-28-318-078-1016

#### LEGAL DESCRIPTION:

UNIT NUMBER 2-D IN MARLBOROUGH CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL RESTATE:

LOTS 39, 40, 41 AND 42 BAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 320 FEET THEREOF) IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT 39 HERETOFORE DEDICATED FOR STREET ALSO EXCEPTING FROM SAID PREMISES THAT PART THEREOF AS LIES NORTH OF THE SOUTH LINE OF LOT 16 IN THE SUBDIVISION OF BLOCK 3 OF OUTLOT 'A' IN AL ON OF COOK COUNTY CLORES OFFICE SAID WRIGHTWOOD) ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26712365 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS



DUC. 022

### (CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this 91H day of SEPTEMBER, 1993 , and is exceptionally into and shall be deemed to amend and supplement the Mortgage, Dood of Trust or Deed to Socure Cebt after 'Sellionty Instrument') of the same date given by the undersigned (the "Borrower") to secure the Borrower's 1000 to FIBST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Lender") of the same date and lead of the coparty described in the Security Instrument and located at:

2608 NORTH CAKEVIEW UNIT 2D CHICAGO, IL 60614-0000 ⊕roporty Address)

In a interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I widerstand the Londer may transfer the Note, Security Instrument and this Rider. The Lander or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is antitled to receive payments under the Note is about the 'Note his data'."

ADDITIONAL COMENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further coverant and agree as follows (despite anything to the contrary contained in the Security instrument or the Note):

#### 1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to OCTOBEP 0.1., 2023 ..., (the "Extended Maturity Date") unid modify the Note Rate to the "Life Note Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 5 below are met (the "Conditional Madification and Extension Option"), If those conditions are not met, I understar a that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to reid direction to repay the Note.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Modification and Extension Option, certain conditions must be met as of the Naturity Date. These conditions are: (1) I must still be the owner and accupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and connot have been more than 30 days fate on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; 33 there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Croperty (except for taxes and special assessments 25) yet due and payable) arising after the Security Instrument was recorded; (4) the Modified Note Rete cannot be note than 5 percentage points above the Note Rete; and (5) must make a written request to the Note Holder as provided in Section 5 pelow.

### 3. CALCULATING THE MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0,5%), rounded to the nearest our-eighth of one percent (0,125%) the "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option, If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable intermution.

### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Modified Note Rate as calculated in Section 3 above is not greater than 5 percentage points shave the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpeid principal, plus to accrued but unpaid interest, plus (c) all other sums I will own under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Note is fully paid.

### 5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

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

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ENMATHEMIC Uniform Instrument 3190 (10/90)

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effection the date and time of day notification is received by the Note Holder and as calculated in Section 3 above, will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, on coupancy and property lien status. Before the Note Maturity Date the Note Holder will advise maiof the new asteriest rote (the Modified Note Rate), new monthly payment amount and a date, time and place at which I must up to sign any documents required to complete the required Note Rate modification and Note Maturity Date extension. Funderstand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Modification and Extension Option, including but not limited to the cost of updating the toter associate policy.

for Dishlino ELLOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Riger.

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### CONDOMINIUM RIDER

DOC. 022

THIS CONDOMINIUM RIDER is made this day of SEPTEMBER, 1993 918 and is incorporated into end shall be dearned 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 corrower's Note to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK

(the "Lander") of the same date and covering the Property described in

the Security Instrument and located at:

2608 NORTH LAKEVIEW

UNIT 2D

CHICAGO, IL 60614-0000
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: THE MARL BOROUGH CONDO ASSN.

the Condominum Project N.W. the owners association or other entity which acts for the Condominium Project the Cymers Association Divids title to property for the benefit or use of its members or shareholders, the Property also includes Corrower's interest in the Owners Association and the uses, proceeds and benefits of

CONDOMINIUM COVENANTS, in addition to the covenants and agreements made in the Security instrument, Borrower and Lender factor, covenant and agree as follows:

- A. Condominium Obligations. Box were shall perform all of Borrower's obligations under the proformations Project's Constituent Declinerits. The "Constituent Decuments" are the: (i) Declaration or any other declinent which creates the Condom num Project; (a) by laws; (iii) code of regulations; and (iv) other expandent documents. Burrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association meintains, with a generally accepted insurance carrier, a master" or "blanket" policy on the Condom nom Project which is satisfactory to Lender and which crossdes insurance coverage in the amounts, for the periods, and against the hezards Lender requires, including fire and hazards included within the term "exception doverage," then:

to London walkes the provision in Uniform Covariant 2" for the monthly payment to Lender of

to twelfth of the yearly premium installments for hazard in arange on the Property; and

- (iii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association
  - Best ower shall give Londer prompt notice of any lapse in regular hazard insurance coverage.
- in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a control to the Property, whicher to the unit or to common elements, any proceeds payable to Borrower are thereby assigned and shall be paid to bender for application to the sums charged by the Security Instrument, with any axcess paid to Borrower.

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

commenter to Lender

- D. Condemnation. The proceeds of any award or claim for demages, direct or consequential, physble to increase in consection with any condemnation or other taking of all or any part of the Property, whether is the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned is to shall be paid to Londer. Such proceeds shall be applied by Londer to the sums secured by the Security estrument is provided in Uniform Coverant 10,
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lunder and with Lender's prior and this consent, eather partition or subdividu the Property or consent to:
- a) 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;

(a) any amendment to any provision of the Constituent Documents if the provision is for the

express tometh of Londer; (iii) formination of professional management and assumption of solf-management of the Owners Amportation; or

(iv) any action which would have the effect of rendering the public liability insurance coverage continued by the Owners Association enacceptable to Lender.

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F. Remedies. 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 Refer.

Hellow & Become	9.9.93
Jerhanne in lact	Date
	Date
Ox	Date
Or County Clerk's On	374700
	Cv