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COOK COUNTY, ILLINOIS

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Form 3014 9/90 (rage 1 of 4 pages)

Initials:

(Space Above This Line For Recording Data)

MORTGAGE

	LICKICACE		
THIS MORTGAGE ("Security Instrument") is give	n on September 24th, 199		
THIS MORTGAGE ("Security Instrument") is give The mortgagor is LARKIN S. FLANAGAN AND CA	THERINE F. STANTON,	SINGLE FEMAL	
SINGLE I	MALE	("Borrower")	. This Security Instrument is given to
HARRIS BANK WINNETKA, N.A.			which is organized and existing
under the laws of THE UNITED STATES OF AMERIC	CA		and whose address is
520 GREEN BAY RD. WINNETKA, ILLINOIS 6009	3		("Lender"
Borrower owes Lender the principal sum of One Hundred Severty, live Thousand Eight Hundred ar	nd 00/100		
			date as this Security Instrument
/*Nove*5 which provides on monthly payments, with the	full debt, if not paid earlier,	duc and paracic viii	October 1st, 2023
This Security Instrument secures to Lender; (a) the repayand modifications of the No e; (b) the payment of all of Security Instrument; and (c) the resonance of Burrowe purpose, Burrower does hereby no gree, grant and con COOK	ther sums, with interest, advi- er's covenants and agreements	anced under paragraph 7 under this Security Instru	ment and the Note. For this
UNIT NOON IN THE NAVAHO CO NOMINIUM, AS	DELINEATED ON SURVE	OF THE FOLLOWING	stance of the contract of the
DESCRIBED REAL ESTATE: PARCEL 1; THE EAST 2	E SET OF THE WEST 125	FET OF LOT 16	
IN BLOCK 2 IN SHEFFIELL'S ADDITION TO CHICA	CO IN THE COUTH WEST	1/4 OF SECTION	
IN BLOCK 3 IN SHEEFIEDES ADDITION TO THICK	CO IN THE SOUTH WEST	INTOF SECTION	
33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF T	HE THIKD PRINCIPAL MEN	MISIAN, IN COUR	
COUNTY, ILLINOIS PARCEL 2, THE WEST 24 F'E'	TOF LOT & IN THE SUBDI	VISION BY	
FREDERICK BOETTSCHER OF LOT 16 IN BLOCK 2	IN SHEFFIELD'S ADDITION	TO CHICAGO IN	
THE SOUTH WEST 1/4 OF SECTION 33, TOWNS	HP 40 NORTH, RANGE 14	EAST OF THE THIRD	
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLING	OIS WHICH SURVEY IS AT	TACHED AS EXHIBIT	
'A' TO THE DECLARATION OF CONDOMINIUM	RECORDED AS DOCUMEN	T 25867330 TOGETHE	R
WITH ITS UNDIVIDED PERCENTAGE INTEREST IN	TH COM MON FLEMENTS		Marie Company
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	A Commence of the Commence of		they are to the of the official transfer in a contractor Se-
which has the address of	WILLOW		CHICAGO:
110 de 1 d	(Street) operty Address*);		(Chy)
[[finois Zip Code]	openy madres y		Committee of the second
Together with all the improvements now or hereaf thereafter a part of the property. All replacements and referred to in this Security instrument as the "Property". BORROWER COVENANTS that Borrower is law	additions shall also be cover	ed by this Security Institu	right to portsage, grant and
convey the Property and that the Property is unencun generally the title to the Property against all claims and d	nbered, except for encumbra emands, subject to any encum	brances of record. Borrow	er warrants the will detend
THIS SECURITY INSTRUMENT combines unif- jurisdiction to constitute a uniform security instrument co	orm covenants for national uvering real property.	se and non-uniform cove	nants with limite. V. riations by
UNIFORM COVENANTS. Borrower and Lend		ows:	
I. Payment of Principal and Interest; Prepaymend interest on the debt evidenced by the Note and any p	ent and Late Charges. repayment and late charges di	Borrower shall promp the under the Note.	ily pay when due the principal of
2, Funds for Taxes and Insurance. Subject the day monthly payments are due under the Note, until may attain priority over this Security Instrument as a like any; (c) yearly hazard or property insurance premiums; if any; and (f) any sums payable by Borrower to Lender, insurance premiums. These items are called "Escrow itemaximum amount a lender for a federally related mort Settlement Procedures Act of 1974 as amended from time the Funds sets a lesser amount. If so, Lender may, a Lender may estimate the amount of Funds due on the base or otherwise in accordance with applicable law.	of to applicable law or to a withe Note is paid in full, a sun- en on the Property; (b) yearly (d) yearly flood insurance pre- in accordance with the provi- ms." Lender may, at any time gage loan may require for Be to time, 12 U.S.C. SS 260 t any time, collect and hold sis of current data and reasons	ritten waiver by Lender, 1 ("Funds") for: (a) yearly leasehold payments or gimiums, if any; (e) yearly sions of paragraph 8, in lie, collect and hold Funds in rrower's escrow account 1 et seq. ("RESPA"), und Funds in an amount not is the estimates of expenditudes of exp	nortegage insurance premiums, in mortegage insurance premiums, or of the payment of mortegage an amount not to exceed the under the federal Real Estate ess another law that applies to or exceed the Jesser amount, res of future Escrow Items
The Funds shall be held in an institution whose if Lender is such an institution) or in any Federal Home charge Borrower for holding and applying the Funds, a pays Borrower interest on the Funds and applicable law pay a one-time charge for an independent real estate tax in provides otherwise. Unless an agreement is made or Burrower any laterest or earnings on the Funds. Borrow	Loan Bank. Lender shall app nnually analyzing the escrow permits Lender to make such reporting service used by Lend applicable law requires inter	oly the Funds to pay the E account, or verifying the a charge. However, Len- dier in connection with this less to be paid. Lender si	scrow items. Lender may not Escrow items, unless Lender der may require Borrower to loan, unless applicable law hall not be required to pay

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ILLINOIS -Single Family -Famile Mae/Freddle Mac UNIFORM 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 may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower 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 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 as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 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 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 Lender; (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 Lender determines that any 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 erected on the Property insured against loss by fire, hazard 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 it see he 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, 30 rower 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 tgree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if 'the restoration or repair is come, ally feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security woul' be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pan' to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has a ferred 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 Secur by In adment immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

 Borrower shall be compy, establish, and use the Property as Borrower's principal residence of the least one year 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. Borrower shall be in default if any forfeiture action or proceeding, which recivil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair to the near 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. Porrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statem ats to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but no limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is a preschold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee the 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 covers and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the I roperty (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and a v 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 anomeys 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 secure, by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the not gage 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 previously in effect, from an alternate mortgage insurance toverage 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 any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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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 excess pakt 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 sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree 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 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 Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whicher or not then due. 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 such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Batension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or rem dy shall not be a walver of or preclude the exercise of any right or remedy.
- 12. Successors and Asians Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the processors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be Joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note:
 (a) is co-signing this Security Instrument of by to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender 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 Borrower'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 have is finally interpreted so that the interest or other loar 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 aims will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a limit by asymmetric Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge tody. The Note.
- 14. Notices. Any notice to Borrower provided for in thi Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice is tall be directed to the Property Address or any other address Borrower 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 Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the 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 Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be so cable.
 - 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 (, 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 perton 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 privide 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 Focusity Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Socurity 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 my specify for teinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judy near 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 to 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.

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

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

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

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

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 for cloture proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the defent 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 actured by this Security Instrument without further demand and may foreclose this Security Instrument by juducial 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.

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22. Release. Upon payo'ent of all sums secured by this Sec charge to Borrower. Borrower shall pay any recordation costs.	urity Instrument, Lender shall release th	is Security Instrument without
23. Walver of Homestead. Corrower waives all rights of ho	omestead exemption in the Property.	
24. Riders to this Security Instrument If one or more ri Instrument, the covenants and agreements of each such rider shall be inco- agreements of this Security Instrument as if the rider(s) were a part of this [Check applicable box(es)]	ders are executed by Borrower and reco prporated into and shall amend and supple Security Instrument.	rded together with this Security ement the covenants and
Adjustable Rate Rider Condom	inium Rider	1-4 Family Rider
Graduated Payment Rider Pluried	Unit Development Rider	Biweekly Payment Rider
Balloon Rider Rat : Imp	rovement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, Borrower accepts and agrees to the terrider(s) executed by Borrower and recorded with it.	rms and covenants contained in this Sec	curity Instrument and in any
Signed, sealed and delivered in the presence of:	10026	
	LARKIN S. FLANACAN	-Borrower
	Social Security Number	
	Que to a	FD-07C (Sent)
	CATHERINE F. STANTON	Borrower
	Social Security Number	(0)
	Social Security Number	-Borrower (Scal)
		-Borrower
	Social Security Number	
[Space Below This Line	For Acknowledgment]	
STATE OF ILLINOIS I, that LARKIN S. FLANAGAN AND CATHERINE F. STANTON	County ss: COOK a Notary Public in and for said	county and state do hereby certify
that LARKIN S. FLANAGAN AND CATHERINE F. STANTON	11. h	mancaulul subara nama(r)
subscribed to the foregoing instrument, appeared before me this day in pe	personally known to me to be the	they
signed and delivered the said instrument as their	free and voluntary act, for the us	•
Given under my hand and official seal, this 24th	day of September, 1993	- 11:
My Commission Expires: 06.18-56	Notary Public	X W
This Instrument was prepared by: SHANNA R. HILL		
Return To: HARRIS BANK WINNETKA, N.A. 520 GREEN BAY RD.	"OFFICIAL SEA SHANNA R. HILI	IL"

SHANNA R. HILL NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES OF PROPERTY

WINNETKA, ILLINOIS 60093

WIN-FLANAGAN UNG FIDENCIA RIDECOPY

THIS CONDOMINIUM RIDER is made this 24th day of September, 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
HARRIS BANK WINNETKA, N.A. (the "Lender"
of the same date and covering the Property described in the Security Instrument and located at: 644 WILLOW CHICAGO, ILLINOIS 60614
[Property Address]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
MANATO CONDOMINIUM ASSOCIATION
(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 florrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
CONDOMINIU', COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender
further covenant and aggres as follows: A. Condominium Colligations. 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, e.g. (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
B. Hazard Insurance. So let a st the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium or of ct which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender equires, including fire and hazards included within the term "extended coverage," then:
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium
installments for hazard insurance on the Propert; a) d (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Born we are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Dor ower.
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 e tent of coverage to Lender.
D. Condemnation. The proceeds of any award or claim for damages on ect 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 process shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or emirrent 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 Concer 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. Remedles. If Borrower does not pay condominium dues and assessments when due, then Lender riag pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Institute. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rile 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.
Crific Starrey (Seal) Stears Hid Man (Seal)
LARKIN S. FLANAGAN BOITOWET CATHERINE F. STANTON BOITOWET
(Seal) (Seal)
-Borrower -Borrower

FIXED/ADJUSTABLE RATE RIDER

(10 Year Treasury Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 24th

day of September, 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 Fixed/Adjustable Rate Note (the "Note"), in

HARRIS BANK WINNETKA, N.A.

(the "Londer") of the same date and covering the property described in the Security Instrument and located at: 644 WILLOW CHICAGO, ILLINOIS 60614

[Property Address

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE.
THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN
CHANGE 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 gree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initi... fixed interest rate of 6.750

%. The Note provides for a change

in the initial fixed rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

'The initial fixed interest rate I will pay will change on the first day of October, 2000 which is called the "Change Date."

(B) The Index

At the Change Date, my interest rate will be based in an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Date is called the "Cu rent index."

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

(C) Calculation of Change

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

Two and One Half

percentage point(s) (2,500

%) to the Current Index. The Note Polder will then round the result of this addition to the

nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

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

(D) Limits on Interest Rate Change

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

12.750

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-10 YEAR TREASURY -Single Family -Fannle Mae Uniform Instrumes.

Form 3176 11/89 (page 1 of 2 pages)

STATE OF THE STATE

%

UNOFFICIAL COPY

(E) Effective Date of Change

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

(F) Notice of Change

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

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

	Land 5 Thomas	(Seri)
	LARKIN S. FLANAGAN	-Borrower
	CATHERINE F. STANTON	-Borrower
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