1993 HOV 15 KM 11: 14

93927306

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This instrument prepared by

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and should be returned to:

MORTGAGE

JENNIFER FORTEGE

THE FIRST NATIONAL BANK OF CHICAGO 1901 SOUTH MEYERS FULD, SUITE 300 DAKBROOK TERRACE, 21 40181

THIS MORTGAGE ("Security Instrument") is given on

OCTOBER 25, 1993

. The mortgagor is

EDITE A. LEVY A/K/A EDITE LEVY ABRAMS, MARRIED TO ROBERT M. ABRAMS.

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

THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of

THE UNITED STATES OF AMERICA

, and whose

address is

7458416 DB Clap1 an

ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670

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

ONE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED & 00/100

Dollars (U.S. \$

142,500.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly MOVEMBER 1, 2023 This Security payments, with the full debt, if not paid earlier, due and payable on 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 parigraph 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 County, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

RRAL ESTATE TAX I.D. # : 17-03-207-068-1166

which has the address of

-6R(IL) (9105)

950 N. MICHIGAN AVE. UNIT 30 F, CHICAGO

[Street, City],

Illinois

60611

("Property Address");

VMP MORTGAGE FORMS - (\$13)293-8100 - (800)521-7281

[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddio Mac UNIFORM INSTRUMENT

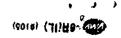
Page 1 of 6

Form 3014 9/90 Amended \$/91

Washington

Initials

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of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority aver 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; by 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 conforcement 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 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

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 nonces of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

4. Charges; Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Insurument, and leasthold payments or ground tents, if any. Borrower shall pay these

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; and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument, Lender shall premody refund to borrower any Funds held by Lender, giver 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 Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

monthly payments, at Lender's sole discretion,

the excess Funds in accordance with the requirements of applicable law. If the emount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrewer 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

made. The Funds are pledged as additional security for all sums secured by this Security instument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

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

Lender on the day monthly payments are due under the Mote, until the Mote is paid in Juli, a sum ("Funds") for: (a) yearly leasehold payments and assessments which may sitain 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 property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items, provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items, mortgage loan may, at any time, collect and hold Funds in an amount not acceed the maximum amount a lender for a federally related, amended from time to time; or Borrower's escrow account under the federal Real Estate Settlement of the Funds of 1974 and amount. If so, Lender may, at my time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may, at my time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may, at my time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may, at my time, collect and hold Funds in an amount of exceed the lesser amount. Lender may, at my time, collect and hold Funds in an amount of exceed the lesser amount. Lender may, at my time, collect and hold Funds and reasonable estimates of expenditures of future Eserow lumits of otherwise in accordance with applicable law.

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

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

THIS SECURITY INSTRUMENT combines uniform coverants, subject to any encumbrances of record, with limited

All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property in unencumbered, except for encumbrances of record. Borrower warrants and

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

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 dessented. If the restoration or repair is not economically feasible or Lender's security would be lessented, 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 Bor over 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 mass 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 Borica es 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 Juverest 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 Proverty, 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 coverages 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 cender 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, Lenderdoes 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.

5. 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

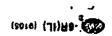
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jurisdiction in which the Property is located. In the event that any provisions of this Security Instrument or the Note with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument or the Note are declared to given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. (hoverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the

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 another method. The notice shall be given by directless or any other address Borrower designates by 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 address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

under the Note.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a lay 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 awed under the Note or by making a direct payment to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Cn-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and everal. Any Borrower who co-signs this Security Instrument but does not execute the Mote: (a) is co-signing this Security Instrument; (b) is not personally ubligated to pay the sums Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally ubligated to pay the sums secured by this Security Instrument; (b) is not personally ubligated to pay the sums secured by this Security Instrument of the Roperty in the Borrower's consent.

right or remedy.

11. Borrower Not Released; Forbearing By Lender Not a Waiver. Extension 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 be required to notestate to release the liability of the original Burower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of reflue to extend time for payment or otherwise modify amortivation 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 remedy shall not be a waiver of or preclude the exercise of any interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any interest.

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

by this Security Instrument, whether or all then due.
Unless Lender and Borrower othervize agree in writing, any application of proceeds to principal shall not extend or postpone

award or settle a claim for dannages, Borrower fails to respond to Londer 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

sums secured by this Secority Instrument whether or not the sums are then due. If the Property is at andoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

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 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, 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 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, divided by (b) the fair market value of the Property immediately before the taking, divided by the sums secured immediately before the taking, divided by the sums secured immediately before the taking, divided to the Property immediately before the taking, unless applied to the sum accured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless applies to the sums secured immediately before the taking or unless applies to the sums secured immediately before the taking or unless applies the sums secured immediately before the taking to the sums accured immediately before the taking or unless applies to the sums secured the property in which the fair market taken the sum and the sum as secured the sum as secured to the sum as the sum as secured to the sum as the sum as secured to the sum as secur

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.

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change A oan 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 are athly 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 gluress to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrover shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The pre-ed ng 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 nothed 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, odier flummable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formiddeliyde, 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 indowing 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 durther 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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nd state do hereby certify that	in and for said county is	小學學	PLIC. STATE OF SION EXPANES	AUS SMUTANT PUB	EDITH A. LEVY A/K/A H
	County ss:	AL "	'00 W M	SELLEE ELLEE	STATE OF ILLINOIS,
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(Scal)			(Seal)		
this Security Instrument and in the Country of the	7	2 117			BY SIGNING BELOW, B
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				y instrument. If	

0000297574

PERSONAL OBLIGATION FOR PAYMENT OF ANY SUMS SECURED BY THIS MORTGAGE.



9 3 9 One First National Plaza Chicago, Illinois 60670 Telephone: (312)732-4000

LOAN # 0000541214 950 N. MICHIGAN AVE. UNIT 30 F CHICAGO, IL 60611

LEGAL DESCRIPTION RIDER

PARCEL 1:

UNIT NUMBER 30F IN ONE AIGNIFICENT MILE CONDOMINIUM AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN MOSS SUBDIVISION OF PART OF LOT 10, AND PARTS OF CERTAIN LOTS AND VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF CERTAIN LOTS IN LAWRENCE'S SUBDIVISION OF PART COLLOT 7, ALL IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 26845241 AS A 1ENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

PARCEL 2:

ALL THOSE CERTAIN EASEMENTS, PRIVILEGES, RIGHTS OF USE, AND ALL OTHER BENEFITS DESCRIBED IN THAT CERTAIN ONE MAGNIFICENT MILE DEGLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS MADE AND ENTERED INTO AS OF NOVEMBER 1. 1983 BY THE LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1978 AND KNOWN AS TRUST NUMBER 100049 AND RECORDED NOVEMBER 1, 1983 AS DOCUMENT NUMBER 26845239 AS MENDED FROM TIME TO TIME AND AS CREATED FOR THE BENEFIT OF PARCEL 1 BY A DEED FROM LAGALLE NATIONAL BANK, A A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1978 AND KNOWN AS TRUST NUMBER 100049 TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AFAIL 1, 1981 AND KNOWN AS TRUST NUMBER 103785, DATED NOVEMBER 1, 1983 AND RECOPUTE NOVEMBER 1, 1983 AS DOCUMENT NUMBER 26845240 ALL IN COOK COUNTY, ILLINOIS

REAL ESTATE TAX I.D. # : 17-03-207-068-1166

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25TH day of OCTOBER, 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 THE FIRST NATIONAL BANK OF CHICAGO

(the "Lender")

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

950 N. MICEICAN AVE. UNIT 3004, CHICAGO, ILLINOIS 60611

[Property Address]

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

OME MAGNIFICENT MILE CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations. Borrower shill 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-'awa; (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 barards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners & sociation 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 esigned 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

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

Page 1 of 2

Form 3140 9/90



VMP MORTGAGE FORMS - (313)293-8100 - [800)521-7291

Initials: L. Le. C. C. C.

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13KAMS - Borrower	EDITA W TEAK WAKA EDITH LEVY
(Seal)	

Rider.

BY SIGNING BELOW, Borrows, accepts and agrees to the terms and provisions contained in this Condominium

to Borrower requesting payment.

interest from the date of disjuraement at the Note rate and shall be payable, with interest, upon notice from Lender by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear them. Any amo ints lisbursed by Lender under this paragraph F shall become additional debt of Borrower secured

F. Rencelys !! Borrower does not pay condominium dues and assessments when due, then Lender may pay

- maintained by the Owners Association unacceptable to Lender. (iv) any action which would have the effect of rendering the public liability insurance coverage
- Association: or
- (iii) termination of professional management and assumption of self-management of the Owners benefit of Lender;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express by condemnation or eminent domain;
- termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking
- (i) the abandonment or termination of the Condominium Project, except for abandonment or written consent, either partition or subdivide the Property or consent to:
- Borrower shall not, except after notice to Lender and with Lender's prior E. Lender's Prior Consent. provided in Uniform Coverant 10.

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

Borrower

THIS ADJUSTABLE RATE RIDER TO MORTGAGE is made this ________, day of ________, 19________, and e") nal

950 M. MICHIGAN AVE. UNIT 3004, CHICAGO	TILINOIS 60611 Property Address)	
THE NOTE CONTAINS PROVISIONS ALLOWING PAYMENT.	FOR CHANGES IN THE INTEREST RA	TE AND THE MONTHLY
The Note provides for an initial interest rate of	5.000 % and a first Change Da ges in the interest rate and the monthly	nte of <u>NOVEMBER 1</u> , payments, as follows:
"4. INTEREST RATE AND MONTHLY PAYME	NT CHANGES	
(A) General. The internat rate I pay will change based on change limitations (described in Section 4(E)).	on movements of the Index (described	in Section 4(C)) and rate
(B) Change Dates. The interest vara I pay may change on the Change Date. Each one on which my interest recollected in arrears, the import of my monthly parchange Date.	ate could change is called a "Change"	Date". Since interest is
(C) The Index. Beginning with the first Chance Date, my value on the first Change Date cannut be predicte was 3.360 %.		
The "Index" is the weekly average yield maturity of 1 year as of the date 45 days before the Federal Reserve Board and also published available, the Note Holder will choose a new index	pach Change Date. The Index informativeekly in the Wall Street Journal. If	ion is made available by
(D) Calculation of Changes. Before each Change Date, the Note Holder points to the Index. The Note Holder will then a nearest .125%. The result will be my new interest	oply the limits in Section 4(E) and will	adding 2.75 percentage round the result to the
With each interest rate change, the Note Hinecessary to repay my loan in substantially equal pain my interest rate and loan payment in accordance	ayments by the maturity date. I will be	of the monthly payment notified of each change
(E) Limits on Interest Rate Changes.		is offeet by more than
On any Change Date, the interest rate will two (2) percentage points.	not increase or decrease rom the rate	m enect by more man
During the life of the loan, the interest rate Section 2 by more than percentage p	will not increase or decrease from the points.	e initial rate set forth in
(F) Effective Date of Changes. My new interest rate will become effective monthly payment on the first monthly payment d payment changes again.	e on each Change Date. I will pay t ate after each Change Date until the	he amount of my new amount of my monthly
(G) Notice of Changes. The Note Holder will mail me a notice of a before there is a change in my monthly payment. T	ny rate change at least 25 days but r 'his notice will include all information re	no more than 120 days quired by law.
By signing this ADJUSTABLE RATE RIDER T	O MORTGAGE, Borrower agrees to all	the terms hereof.
		•
	Section ling Also	Cut Sing I A Seall
	EDITH A. LEVY A/K/A EDIT	Borrower H LEVY ABRAMS (Seat)
(Sign Original Only)	ROBERT M. ABRAMS	Borrower
		(Seal) Borrower
0000541214 DP		(Seal)

X11470 (R-5-91)/(L-8-91)

Property of Cook County Clerk's Office