

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:
OLD KENT BANK AND TRUST COMPANY
28 NORTH GROVE AVENUE
ELGIN, ILLINOIS 60120
MARCY GONZALEZ, X-43

93 NOV 29 PH 2:59

LOAN NO. 0755339

[Space Above This Line for Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 2, 1993. The mortgagor is CHARLES H. KNITTLE and MARTHA G. KNITTLE, HUSBAND AND WIFE

("Borrower").

This Security Instrument is given to REVERE MORTGAGE, LTD.,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 95 REVERE DRIVE, STE. F, NORTHBROOK, IL 60062 ("Lender").

Borrower owes Lender the principal sum of Two Hundred Three Thousand One Hundred Fifty Dollars and no /100 Dollars (U.S. \$ 203,150.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2000. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

UNIT 16-C AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"); THAT PART OF LOT 27 IN PINE GROVE A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY MICHIGAN AVENUE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 2134 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS AS DOCUMENT #2209427, FILING 35.00 MAIL 0.50 93986039

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

14-21-314-046-1054

which has the address of

421 W. MELROSE #160
(Street)

CHICAGO
(City)

Illinois 60657
(Zip Code)

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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FORM 3014/8/90

18/C/CMT/1/001/3014/8/90-1
HILMOW-SIMONE FAMILY TRUST/ THE LENDER'S AGREEMENT

Landlord may, at Landlord's option, obtain coverage to protect Landlord's rights in the property in accordance with paragraph 7.

to Landlord's option which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, for the period that Landlord requires. The insurance carrier shall be chosen by Borrower subject to the terms and conditions of the insurance policy provided, for which Landlord requires. The insurance shall be maintained in the same manner as described above by the insurance carrier.

Including losses or damage suffered within the term covered, and any other hazards. Property hazard excluded on the hazard of property insurance. Borrower shall keep the property insured within the term covered or herafter excluded on the property insurance.

5. Hazard of property insurance. Borrower shall take all measures now existing or hereafter enacted on the property insurance.

Borrower shall satisfy the lien of the actions set forth above within 10 days of the filing of a notice.

a loan which may attach prior to the Security instrument, Landlord may give Borrower a notice subject to a lender securing the lien to the Secuity instrument. It ensures that any part of the property is subject to a lender securing the agreement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to good faith the loan by, or demands assignment of the loan in, legal proceedings which in the Landlord's opinion agrees to prevent the attachment of the property over the loan in a manner acceptable to Landlord; (d) certifies in

agreement with the terms of the agreement secured by the loan in a manner acceptable to Borrower; (e)

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower:

Property which may attain priority over this Security instrument, and leases held payments of capital and rents.

4. Charges: Lessor, Borrower shall pay all taxes, assessments, charges, fines and imposts due under the Note.

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

paragraph 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable

sums received by the Security instrument, Lessor shall receive all amounts payable

of sale of the Property, shall apply any funds held by Lessor at the time of acquisition or sale as a credit against the

Funds held by Lessor; if, under paragraph 2, Lessor shall acquire or sell the Property, Lessor, prior to the acquisition

upon payment in full of all sums secured by the Security instrument.

up the deficiency in no more than twelve months, at a rate of 8% sole discretion.

and, in such case Borrower shall pay to Lessor the amount necessary to make up the deficiency.

borrower at any time is not sufficient to pay the Escrow items, less due, Lessor may so notify Borrower in writing.

Borrower for the excess Funds in accordance with the applicable law, if the amount of the Funds held

by Lessor for the excess Funds in accordance with the Escrow items, unless due, Lessor may so notify Borrower in writing.

Funds are pledged as additional security for all sums secured by the Security instrument. The

Funds showing credits and debts to the Funds, and the purpose for which each is made, an annual accounting of the

lessor will be paid on the Funds, less due, to the Lessor for interest on the Funds, without charge, however,

provided to pay Borrower any interest on a sum due, Lessor agrees to be paid, Lessor shall not be

permitted to make such a charge, however, unless used by Lessor in connection with the loan, unless applicable law

permits Lessor to make such a charge, however, unless used by Lessor to pay a one-time charge for an

escrow account, or verifying the escrow items, unless Lessor holds for holding and applying the Funds, annually analyzing the

pay the Escrow items, Lessor, may not charge Borrower for holding and applying the Funds, shall apply the Funds to

(including Lessor, if Lessor is such an institution) or in any Federal Home Loan Bank, Lessor shall apply the Funds to

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

applicable law.

and hold Funds in an amount not to exceed the lesser amount Lessor may estimate the amount of Funds due on the

basis of current data and reasonable estimates of expenses due during the year: Escrow items or otherwise in accordance with

the applicable law.

and hold another law that applies to the Funds less a lesser amount, if so, Lessor may, at any time, collect

under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. (RESPA), unless another law relating to the Funds less a lesser amount, if so, Lessor may, at any time, collect and hold another account for a one-time charge for an

exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower to be paid, Lessor shall not to

provide these items are called Escrow items, "Lessor 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 to be paid, Lessor shall not to

pay yearly taxes and insurance premiums, if any; (c) yearly montages insurance premiums, if any; and (d) any sums payable by

yearly held premiums or ground rents on the Property, if any; (e) yearly insurance premiums, if any; and (f) any sums payable by

yearly taxes and insurance premiums which may attach to the Security instrument as a lien on the Funds; (g)

implied warranties by implication to constitute a uniform security instrument covering real property.

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

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LOAN NO. 0755339

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the Insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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

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

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

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 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 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.

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FORM 301A/8/80

ALL MODELS - SAMPLE FORMS - PRINTS - PLANS - DRAWINGS AND SPECIFICATIONS

15. Governing Law; Severability.

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 is held or declared to be severable, such provision or clause shall be given full force and effect notwithstanding any provision to the contrary.

16. Borrower's Copy.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument. Note can be given effect without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums due.

17. Transfer of the Property or a Beneficial Interest in Borrower.

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 his option, require immediate payment in full of all sums due.

18. Note.

18. Note. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

Note is given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note can be given effect.

19. Note.

19. Note. Note can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note can be given effect.

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LOAN NO. 0755339

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not 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 protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration, under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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FORM 3014-9/80

ILLINOIS - SINGLE FAMILY-FINANCIAL INSTRUMENT
AMENDMENT

AMENDMENT

WANDA E. STEARNS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY 7, 1994

MARCY GONZALEZ, X313
OFFICIAL SEAL

This instrument was prepared by:

My Commission expires:

Notary Public

Given under my hand and official seal, this 29th day of April, 1994,

free and voluntary act, for the uses and purposes thereof, set forth,
herein, before me this day in person, and acknowledged that the said instrument is
signed and delivered to the foregoing instrument, appeared
personally known to me to be the same person(s) whose name(s) is subscribed to the said instrument, appellee.

I, the undersigned, CHARLES H. KNITTEL, of Marion, Illinois, state do hereby certify that CHARLES H. KNITTEL, of Marion, Illinois, a Notary Public in and for said county and
state do hereby certify that CHARLES H. KNITTEL, of Marion, Illinois, a Notary Public in and for said county and

County es:

STATE OF ILLINOIS,

[Specify below this line for Acknowledgment]

Social Security Number _____

Social Security Number _____

(Seal) _____

(Seal) _____

Social Security Number 178-54-7040
CHARLES H. KNITTEL
Marion, Illinois
(Seal) _____

Social Security Number 321-33-2741
CHARLES H. KNITTEL
Marion, Illinois
(Seal) _____

Witnesses:

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together
with this Security Instrument, the coveragete and agreements of such rider shall be incorporated into and shall
amend and supplement the coveragete and agreements of this Security Instrument as if the rider(s) were a part of this
Security Instrument. [Check applicable box(es)]
- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Grandfathered Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Biweekly Payment Rider Rate Improvement Rider Second Home Rider
 Other(s) [Specify] _____

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

LOAN NO. 0755338

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LOAN NO. 0755339

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 2nd day of November, 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 REVERE MORTGAGE, LTD.

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

421 W. MCROSE #16C, CHICAGO, IL 60657

[Property Address]

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

EDDYSTONE

[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 shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 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 Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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FORM 3140 8/90
Faxed 8/91

MULTISTATE COMMUNUM RIDER-SAMPLE FAMILY-FMIA/PHLMC UNIFORM MASTERSHIP
PAGE 2 OF 2
19C/CRD-//0002/3140(08-90)-L

COOK COUNTY
ILLINOIS

Property of Cook County Clerk's Office
Charles H. Knittle
Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this
Condominium Rider, with intent to bind, upon notice from Lender to Borrower requesting payment.
Borrower, whose amounts shall bear interest from the date of disbursement at the rate and shall be
payable, with intent to bind, upon notice from Lender to Borrower to render payment.
Borrower, as required by the Security instrument, unless Borrower and Lender agree to other terms of
payment, Any amounts disbursed by Lender under this Paragraph F shall become additional debt of
Lender. If Borrower does not pay Condominium dues and assessments when due, then Lender
may pay them. If Lender makes payment to Borrower, Lender may bill Borrower for the amount paid.
In the event of termination, if Lender does not pay Condominium dues and assessments when due,
then Lender may bill Borrower for the amount paid.
(v) Any action which would have the effect of rendering the public liability insurance coverage
available by the Owners Association unacceptable to Lender.
Association, or
(vi) termination of professional management and assumption of self-management of the Owners
expressee benefit of Lender.
(vii) termination of condominium management and assumption of self-management of the Owners
expresses benefit of Lender.
(viii) any amendment to any provision of the Constitution Documents if the provision is for the
saking by condominium or unit owner.
(ix) the abandonment or termination of the Condominium Project, except for abandonment or
termination required by law in the case of abandonment by fire or other casualty or in the case of a
written consent, either partition or subdivision the Property or consent to:
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:

LOAN NO. 0755339

UNOFFICIAL COPY

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

LOAN NO. 0755339

THIS BALLOON RIDER is made this 2nd day of November, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to REVERE MORTGAGE, LTD.

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

421 W. BELROSE #16C, CHICAGO, IL 60657
(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

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

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of 12/01/23, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 6 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

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FORM 3180 12/80

MULTISTATE BALLOON RIDER-SIMPLE FAMILY-PROMISSORY INSTRUMENT
ISG/CMD-//0082/3180(12-80)-L PAGE 2 OF 2

0338309

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

MARIANA G. KNITTEL

CHARLES H. KNITTEL

CHARLES H. KNITTEL

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this
Balloon Note Rider.

The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage
Association's applicable rate as calculated in effect on the date and time of day notification
received by the Note Holder as set forth in Section 3 above. I will then have 30 calendar days to
provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien
status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate),
new monthly payment amount and a due time and place at which I must appear to sign any documents
required to complete the required refinancing. Understand the Note Holder will charge me a \$250
processing fee and the costs associated with updating the title insurance policy, if any.

Section 2 of this Note Rider no later than 45 calendar days prior to the Maturity Date.
Refinancing Option by notifying the Note Holder that I may exercise the Conditional
Revolving Option. If I meet the conditions of Section 2 above, I may exercise the
name, title and address of the Note Holder that I must notify in order to exercise the
in Section 2 above. The Note Holder will provide my payment record information, together with the
The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions
of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date.
The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me
8. EXERCISING THE CONDITIONAL FINANCING OPTION

calculation will be the amount of my new principal and interest payment every month until the New Note is
fully paid.

Interest on the Maturity Date (assuming my monthly payments then are current, as required under Section
2 above), over the term of the New Note in equal monthly payments. The result of this
calculation will be the amount of my new principal and interest payment every month until the New Note is
fully paid.

determining the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal,
above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will
plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security
provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points

4. CALCULATING THE NEW PAYMENT AMOUNT

LOAN NO. 0755339