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My Commission Expires (THIS AREA FOR OFFICIAL MOTARIAL SEAL) County County Biointifyo stars theographicostand beet acknowledges seld instrument to be the first acknowledges seld instrument to be by-laws or a resolution of its Board of Directors and that ati of frauering noiterographics to fished no belies has bengis saw framustani bias farif moitssogree bias to lass atasogree WILLIAESS: edf ai fnemurfani blaz of bexiffs leez edf fadt "fnemurfani of the corporation herein which executed the within SII known to me to be the Vice-President BA: personally appeared James C. Frazier undersigned, a Motery Public in and for said County and State, ITSY Vice-President (Date of Execution) February 26, 1993 COUNTY OF SOASTROM UNITED SIONILLI TO STATE INC interest, and all rights accrued or to accrue under said Real Estate. Mortgage. TOGETHER with the note or notes therein described or referred to, the money durant to become due thereon with 129 WEST GOETHE-UNIT 1D, CHICAGO, ILLINOIS **OT909** Commonly known as **NOTOME 488** 17-04-221-044-1004 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. **69459166** AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER COMMON ELEMENTS IN 159 WEST GOETHE CONDOMINIUM AS DELINEATED UNIT 1D TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE County Records, State of ILLINOIS COOK 8CT16116 Inemusod se, (#)95ed* and recorded in Book/Volume No. and whose principal place of bush as is 3000 WEST DUNDER ROAD-SUITE 318 SIONITIII GO ETATE SHT to swe of chen besines or ILLINOIS to UNITED MORTGAGE SERVICE, COOK CONNIA BECGBOEB #3183 # ※一と3一.Tマセンミル 150010 1890 0143 03/04/83 17:42:00 JACQUELINE WITTENBERG, SINGLE NEVER MARRIED DEBL-OI BECOBDING all the rights, the and interest of undersigned in and to that certain Real Estate Mortgage dated FERUARY 26, 1993

Corporation Assignment of Real Estate Mortgage

SPACE ABOVE THIS LINE FOR RECOPTER'S LISE

69179TE6

29009 IPPINOIS

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to

12140 WOODCREST EXECUTIVE DRIVE, ST. LOUIS, MISSOURI

NORTHBROOK

MARK TWAIN BANK

3000 MEST DUNDEE ROAD-SUITE

UNITED MORTGAGE SERVICE, INC.

OT JIAM GEORDED MAIL TO

NORTHBROOK, ILLINOIS 29009 3000 WEST DUNDEE ROAD-SUITE 318 AZOTAI YOUL

PREPARED BY:

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Property of Cook County Clerk's Office

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for the periods that Lender requires. The immunance 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 Leader 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 abandous 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 motion is given.

Unless Lender to Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mouthly 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 in the acquisition.

6. Occupancy, Preservative, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occury establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security I surument 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 unreascusivity 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 security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may sprifticantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfaince 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 Portower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, with interest, upon notice from Lander 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 insurance 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. So provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement hetween Borrower and Lender or applicable law.

9. Imspection. 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.

18. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

ITEM ISTOLA (9202)

Form 3014 9/90 (page 4 of 6 pages)

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

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

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

the date of this Security Instrument.

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

17, Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

declared to be severable.

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

in this paragraph. provided for in this Security Instrument shall be decined to have been given to Borrower or Lawter when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender, Any natice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method in notice shall be directed to the 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

prepayment charge under the Note.

a direct payment to Barrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any refunded to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any sums already collected from Forrower which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan clia go shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection 13, Losa Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan

Bortower's consent. torbest or make any accommodations with regard to he terms of this Security Instrument or the Note without that aums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, Surrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Instrument but does not execute the Note: (a) is to signing this Security Instrument only to mongage, grant and convey that paragraph 17. Bottower's covenants and agreements shall be joint and several. Any Bottower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of 12. Successors and Assigns Bound, Julia, and Several Lisbility; Co-signers. The covenants and agreements of this

not be a waiver of or preclude the exercies of any right or remedy. original Borrower or Borrower's are secure in interest. Any forbearance by Lender in exercising any right or remedy shall otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not certain to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of amour ation of the sums secured by this Security Instrument granted by Lender to any successor in interest

Extension of the time for payment or 11. Borrower hat Keleased; Forbearance By Lender Not a Waiver. postpone the due was of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, Unless Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

sums secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Property is abundoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make

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

assigned and shall be paid to London. any condemnsition or other taking of any part of the Property, or for conveyance in lieu of condemnsition, are hereby

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.

Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or 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 article quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to natural presence of the Property.

Borrower shall promptly give Leviller written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency of private party involving the Property and any Hazardous Substance or Environmental or which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remedication 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: gardine, 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 Porrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (out not prior to acceleration under paragraph 17 miless 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) the faiture 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, I ander at its option may require similarity to be a sum of the 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 cours of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall colors 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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and acknowledged that Are to signed	ared before me mis day in person.	subscribed to the foregoing instrument, appearances
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Notary Public in and for said county and state,	B. O'T low	in the Undersong
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Second Home Rider	Rute Improvement Rider	X Balloon Rider
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1-4 Family Rider	Condominium Rider	Adjustable Rate Eider

"upplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

3A, Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

Instrument. [Check applicable box(es)]

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THIS BALLOON RIDER is made this	22ND day of	FEBRUARY	,19 93	,
and is incorporated into and shall be deemed	to amend and supp	element the Mortgage,	Deed of Trust or Deed	to Secure Debt (the "Securit
Instrument") of the same date given by the un	dersigned (the "Bo	rrower") to secure the	Borrower's Note to	UNITED MORTGAGE
SERVICE, INC.,				
3000 W. DUNDEE, SUITE #318, NO	ORTHBROOK, I	L 60062		(the "Lender")
of the same date and covering the property de	scribed in the Sec	urity Instrument and lo	cated at:	
900 haks shore drive. Unit # 5	08. CHICAGO	. IL 60611		

[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 daty of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") MARCH 1ST with a new Maturity Date or ,2023 , 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 coulditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity O its 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 Lote 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 5 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 contritment, 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 offect on the date and time of the day 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.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater in 1 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will det are ine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, an required under Section 2 above), over the term of the New Note at the New Note Rate 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.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and a lvize me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will a Jvise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Court by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Ante based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day nutification is received by the Note Holder and as calculated 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 date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me reasonable fees and costs associated with exercising the refinence estion.

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

MALL M. CAYBAKER	(Seal)	SUSAN E. SMITH	(Seal)
	(Seal) -Borrower		(Seal) -Borrower [Sign Original Only]

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this day of FEBRUARY, 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 Household Bank, f.s.b.,

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 900 LAKE SHORE DRIVE, UNIT # 508, CHICAGO, IL 60611

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known 900-910 LAKE SHORE CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Projec") If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to projectly for the benefit or use of its members or shareholders, the Property also includes Berrower's interest in the Owner's 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,

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

A. Condominium Obligations. Corrower 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; (ii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessmer is moseed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Contest 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:

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 Covenan: 5 to maintain hazard insurance coverage on the Property is

(ii) Borrower's obligation under Uniform Covenan'. 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 lanse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in her 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, amound and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct of 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.

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:

consent, either partition or subdivide the Property or consent to:

- (i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:
 - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of

(iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by

the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of

disbursement at the Note rate and shall	be payable, with interes	st, upon notice from Lender to Borrower requestrems and provisions contained in this Condomi	sting payment.
	(Seal)	Austal Smith	
PAUL M. CLAYBAKER	-Borrower	SUSAN E. SMITH	(Seal) -Borrower
	(Scal) -Borrower		(Scal) -Borrower
MULTISTATE CONDOMINIUM RIDER ITEM 1629L0 (8112)	Single Family Famile A	Ine/Freddle Mac UNIFORM INSTRUMENT Great Lakee Businessa Forms, Inc. 11 To Order Call: 1-800-530-8	Form 3140 9/90

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