ER RECORDING ASE MAIL TO:

epaced Bu CORTGAGE CORPORATION

O FALLBROOK AVE., STE. 293

r Hills, ca 91307

W NO. 0716845



93178404

[tipece Above This Line For Recording Data]

#### **MORTGAGE**

DEPT-01 RECORDING

TRAN 7448 03/10/93 13:46:00 T#2222

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COOK COUNTY RECORDER

HS MORTGAGE ("Security Instrument") is given on

MARCH 04, 1993

. The mortgagor is

CARD A LEWIS, A BACHELOR

ower"). This Security Instrument is given to

GM MORTGAGE CORPORATION, **WISCONSIN CORPORATION** 

is organized and existing under the laws of

THE STATE OF WISCONSIN

, and whose-

6700 FALLBROOK AVE., STE. 293, WEST HILLS, CA \$1307

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

TY ONE THOUSAND SIX HUNDRED AND 00/100

Dollars (V.S. \$ 81600.00

kt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly te, with the full debt, if not paid earlier, due and payable on APRIL 01, 2023 ent secures to Lender: (a) the repsyment of the debt evidenced by the Note, with interest, and all renewals, extensions and

ations of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of surity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the for this purpose, Borrower does hereby mortgage, gram and convey to Lender the following described property located in

County, Illinois:

ATTACHED LEGAL DESCRIPTION

3178404

as the address of 1625 SHERIDAN ROAD #204

60091

("Property Address");

{Zip Code}

- Famile MacFreddie Mac UNIFORM INSTRUMENT

(IL) (HA)

S - Single Femily

VMP MORTOAGE PORMS - (315)293-8199 - (800)521-7291

WILDERTER [Street, City],

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TOGREHER WITH all the improvements now or hereafter erected on the property, and all figures now or hercafter 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIPORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lander, Borrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground rants on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, is use of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage from may require for Bottover's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time collect and hold Funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Punds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable 1-

The Funds shall be held in an institution where deposits are insured by a federal agency, instrumentality, or entity (including Lander, if Lender is such an institution) or in any Falani Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lander pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrover any interest or namings on the Funds. Borrower and Leader may agree in writing, however, that interest shall be paid on the Gods. Leader shall give to Borrower, without charge, an angual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twolve monthly payments, at Londor's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Leader shall promptly refurd to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Socurity Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender Loder paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Somrity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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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 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 argue 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 Borrowe, otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mentally payments of served to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, corrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pay 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 is Borrower's principal residence within sixty days after the execution of this Security Instancent and shall continue to occupy us Froperty as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in value, which consent shall not be unreasonably withheld, or unless extensiating circumstances exist which are beyond Borrower's circumstances and the borrower's circumstances are circumstances exist which are beyond Borrower's circumstances are circumstances and circumstances are circumstances. allow the Property to deteriorate, or commit wrate 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 Londer's good faith determination, precludes forfeiture of the Borrower's intricat 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 statement 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 Untrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Propercy, 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 coverage and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's right in he Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), there have 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 those payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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psyments may no longer be required, at the option of Lender, if mortgage insufance coverage (in the amount and for the period that Londer requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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 is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise reve in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Barrawer, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Boardwer fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then with

Unless Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Mot a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrumed granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand place 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 right or remedy.

12. Successors and Assigns Bound; Joint and Several Linbility; Co-signers. The covenants and agreements of this Security Instrument shell bind and benefit the successors and assigns of Lender and Sorrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to existed, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's content.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sees in minum loan charges, and that law is finally interpreted so that the interest or other lean charges collected or to be collected in collection 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 refused to Borrower. Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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16. Berrower's Copy. Borrower shall be given one conformed copy of the from 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 said 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 conting a principle of acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph (7).

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 and itimes without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects are they payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrated 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 accretaince with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the saless to which payments should be made. The notice will also contain any other

information required by applicable law.

28. Hazardous Substances. Borrower shall rut 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 lovetigation, 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 harms, 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 subclaviors defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, knrosene, other formable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formalizacyte, 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 exact 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 one sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall 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, Londor 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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Security instrument, the covenants are a	neut. If one or more riders are executed by	orated into and shall amend and supplement
the covenants and agreements of this SociEhack applicable box(se)]  Adjustable Rate Rider  Greduated Payment Rider  Balloon Rider  V.A. Rider	Condominium Rider Pleaned Unit Development Rider Into Improvement Rider  State Improvement Rider  (1) [specify]	14 Family Rider
	04 C	
BY SIGNING BELOW, Borrower and re- any rider(s) executed by Borrower and re-	coepts and agrees to the terms and covenants of	contained in this Security instrument and in
Witnesses:	A DX	
		(Soal)
		-Borrower
•		(Soal)
		-Borrower
		0.
	(Seal)	(Seel)
RICHARD A LEWIS	-Borrower	Borrower
STATE OF ILLINOIS,	29	, C
STATE OF ILLINOIS,	zko Count	y se:
1. the undersigned Richard A. Lewis a	. a Notary Public in and for	said county and state do hereby certify that
	e older	· · · · · · · · · · · · · · · · · · ·
Richard A. Lews a	. DOCHELOV	
	, personally known to n peared before me this day in person, and ackn	ne to be the same person(s) whose name(s)  cowledged that he
aigned and delivered the said instrument as		uses and purposes therein set forth.
Given under my hand and official seal		
	Muaris	
My Commission Expires:/a/19/05	Notary Public	
	y	
This hastrument was prepared by:	} " OFF	ICIAL SEAL " } INA LEVITAS }
<b>A COMP COMP</b>	2 NOTARY PU	IBLIC, STATE OF ILLINOIS ?
-R(IL) (rich	MY COMMIS	SSION EXPIRES 10/18/96 Form 3014 9/90

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#### LEGAL DESCRIPTION:

Unit 204 in 1625 Sheridan House condominium as delineated on a survey of the following described real estate:

LOT "A" IN D.J.L. WALTHER'S CONSOLIDATION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (RECORDED APRIL 23, 1971 AS DOCUMENT 21458249) BEING ALSO DESCRIBED AS LOT 2 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 OF GAGR'S ADDITION TO THE VILLAGE OF WILMETTE AND OF THE West 40 feet west of and adjoining the west line of block 2 therboy in a SUBDIVISION IN SECTIONS 27 AND 28. TOWNSHIP 42 NORTH, RANGE 13, BAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28. 1895 AS DOCUMENT 2269816, IN COOK COUNTY, ILLINOIS AND LOT 4 (EXCEPT THE Northwesterly 45 felt in antoinette gage's subdivision of Lot 1 in block 1 IN THE SUBDIVISION OF SLOCKS 1 AND 2 IN GAGE'S ADDITION TO VILLAGE OF WILMETTE IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" COTHE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25291029, AND AMENDED EX AMENDMENT RECORDED FEBRUARY 14, 1980 AS BIR OF COUNTY CONTY OFFICE DOCUMENT 25362546 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE CONNON ELEMENTS.

9317840

Property of Cook County Clerk's Office

POPERTY

#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 4TH day of MARCH, 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

ON MORTGAGE CORPORATION, A WISCOMSIN CORPORATION

(the "Lender")

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

1625 SHIRIDAN ROAD #204 WILMHTTE, ILLINOIS 60091

[Property Address]

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

[Name of Condominium Project]

(the "Condominium Project"). If the covers 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 agrees 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-law; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and as essments 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 na nihity payment to Lender of one-twelfth 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 as gned 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

-8 (B103)

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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:

(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 Lender;

(iii) a mination of professional management and assumption of self-management of the Owners Association; or

(iv) an / iction which would have the effect of rendering the public liability insurance coverage

maintained by the Owner Association unacceptable to Lender.

F. Remedies, if Borrows does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accept: 22 grees to the terms and provisions contained in this Condominium Rider.

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Property of Cook County Clerk's Office

#### ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this	47H	day of MARCH	,19 <b>93</b>	_, and i
incorporated into and shall be deemed to amend and supplement th	e Mortgas	ge, Deed of Trust or Se	curity Deed (the	"Security
Instrument") of the same date given by the undersigned ("the Borrower"	') to secure	: Borower's Adjustable R	ate Note (the" No	ite") to
(the "Lender") of the same date and covering the property described in t	he Security	y Instrument and located	at:	
1625 SHEDIDAN ROLD #204. WILMETTE. ILLINOIS 600.	1 dress)	, , , , , , , , , , , , , , , , , , ,		
THE NOTE CONTAINS PROVISIONS ALI INTERAST RATE AND THE MONTHLY PA	LOWING LYMENT	FOR CHANGES I THE NOTE LIMIT	N THE IS THE	
AMOUNT THE BORROWER'S INTEREST RAT	TE CAN (	CHANGE AT ANY ON	E TIME	
AND THE MAXIMUM RATE THE BORROWER	i must p	AY.		
			•	
· O.				
ADDITIONAL COVENANTS in addition to the covenants	and agreen	ents made in the Securit	v Instrument, Bor	rower and
Lender further covenant and agree as follow.			,	
A. INTEREST RATE AND MONTHLY AYMENT CHANG	RS			
The Note provides for an initial interest 1480 of		b. The Note provides for	changes in the in	terest rate
and the monthly payments, as follows:		•	_	
4. PYTEREST RATE AND MONTHLY PAYMER T CHANG	PC			
(A) Change Date	NA.			
The interest rate I will pay may change on the first day of .	APRIL	1994	and or	n that day
every 12th month thereafter. Each date on which my interest rate of uld	hange is c	alled a "Change Date."		
	).			
40x 60x 2 - 1				
(B) The Index  Beginning with the first Change Date, my interest rate will be b	ased on PF	Index. The "index" is the	he weekly average	e yield on
United States Treasury securities adjusted to a constant maturity of 1 year	ur, as iorade	available by the Federal	Reserve Board.	The most
recent index figure available as of the date 45 days before each Change of	late is call?	a the "Current Index."		
If the Index is no longer available, the Note Holder will choose	ic 2 new ii	nder, which is based upo	n comparable into	ormation.
The Note Holder will give me notice of this choice.				
CO. C. Indication of Chapman		'O'A		
(C) Calculation of Changes  Before each Change Dute, the Note Holder will calculate my ne	w interest :	nete by addin . TO AND	7/8	
percentage points ( 2.875 %) to the Current Index.	,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, and 0, 113211		
The Note Holder will then round the result of this addition	to the near	rest one-eighth 🕦 one v	ercentage point (	(0.125%).
Subject to the limit stated in Section 4(D) below, this rounded amount wi	ll be my n	ew interest rate until ne r	ext change date.	
The Note Holder will then determine the amount of the mo	athly pays	nent that would be will	count to repay to	ie unpaid
principal that I am expected to owe at the Change Date in full on the	mannity	ment	LAYS TH SCHOOMSHOP	my edum
payments. The result of this calculation will be the new amount of my m	numy has	hear	<b>'</b> C	
(D) Limits on Interest Rate Changes	11 -a. b	ten them & £25		then
The interest rate I am required to pay at the first Change Date will a . 625 %. Thereafter, my interest rate will never be in	in not be 8	decreased on any single (	70 UI ICSS Change Date by r	
two percentage points (2.0%) from the rate of interest I have been paying	for the pr	eceding twelve months.	My interest rate v	vill never
be greater than 10.625 %.	, <b></b>	<b>~</b>		
(E) Effective Date of Changes				
My new interst rate will become effective on each Change I	Date. I w	ill pay the amount of m	ny new monthly	payment
beginning on the first monthly payment date after the Change Date until t	he amount	of my monthly payment	changes again.	
(F) Notice of Changes		•	<b>-</b>	* *
The Note Holder will deliver or mail to me a notice of any	changes in	my interest rate and the	e amount of my	monthly
payment before the effective date of any change. The notice will include	informatio	m required by law to be	given me and also	) une titlé

and telephone number of a person who will suswer any question I may have regarding the notice.

Form 3111 (03/85)

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LOAN NO.0716845

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 it's 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extrast permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 accured by this Sourity Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies per alm of by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, & grower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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