Property of Cook County Clerk's Office

Carry Special Special







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

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

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

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

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

monthly payments, at Lender's sole discretion. not sufficient to pay the Escrow Items when due, Lender than so notify Borrower in writing, and, in such case Borrower shall make up the deficiency in no more than twelve to Lender the amount necessary to make up the deficiency. Forrower shall make up the deficiency in no more than twelve

the excess Funds in accordance with the requirements of spatieable law. If the amount of the Funds haid by Lender at any time is If the Funds held by Lender exceed the amounts rurnited to be held by applicable law, Lender shall account to Borrewer for

made. The Funds are pledged as additional security for all sums secured by this Security Instrument. annual accounting of the Funds, showing creatil, and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that intensit shall be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Londer in connection with this loan, unlies, applicable law provides otherwise. Unless an agreement is made or applicable taw However, Lender may require Borrover to pay a one-time charge for an independent real estate tax reporting service used by the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Items, Lender may not charge Berrower for holding and applying the Funds, annually analyzing the escrow account, or verifying Lender, if Lender is such an insulvation) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow

The Funds shall be held in an institution whose deposits are insured by a federal agency, insuramentality, or entity (including otherwise in accordance with applicable law,

estimate the amount of Pands due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or amount. If so, Lencet may, at any time, collect and hold Funds in an amount not to exceed the leaser smeunt Lender may amended from tine, it ime, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a besser mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly least-though payments 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

2. Funds for Texes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Borrower shall prompily pay when due the I. Payment of Principal and Interest; Prepayment and Late Charges. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, All of the foregoing is referred to in this Security Instrument as the "Property."

ixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtentances, and

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5. Handed or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insurance 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 promiums 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 Lander 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 month's 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 acquirmon 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 centifue 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 in a in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18 by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeither of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's equity 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 evitanced 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 tails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significately 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 amount 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 mortgage insurance coverage in one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage in or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

9. Emspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable taw otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Perrower 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 rea on of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Severt Liability; Co-signers. The covenants and agreements of this Security Instrument shall hind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and 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 extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument; or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges coil coiled or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal 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 propagate 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 prograph.

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 severable.

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Form 3014 9/90 initials: ///2/







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

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

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

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

If Borrower meets certain conditions, Borrower shall have the right to have 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 rums 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 (ully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

The Note or a partial interest in the Note (together with this Security 19. Sale of Note; Clange of Loan Servicer. Instrument) may be sold or e 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 charge in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other

information required by applicable ay.

20. Hauardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any anyone else to do, anything affecting the Property Hazardous Substances on or in the Froncity. 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 wild 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 Burrower has actual knowledge. If Borro ver 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: gasaline, 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 law, of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIPORM COVENANTS, Borrower and Lender further coverant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrowec rejor to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the for allosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the refault is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in the notice, Lender, at its option, may require immediate payment in the notice, Lender, at its option, may require immediate payment in the notice, Lender, at its option, may require immediate payment in the notice, Lender, at its option, may require immediate payment in the notice, Lender, at its option, may require immediate payment in the notice, Lender, at its option, may require immediate payment in the notice, Lender, at its option, may require immediate payment in the notice, Lender, at its option, may require immediate payment in the notice, and the notice is not the notice of the notice is not in the notice. 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 Manited 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. Borrower shall pay any preparation and recordation costs permitted under state law.

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

Page 5 of 8 CFC (9/92)

Form 3014 9/98





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24. Ridies to this Security Instrument.	If one or more riders	are executed by Bo	prower and recorded	tagether with this	
Security Instrument, the covenants and agreen					
the coverants and agreements of this Security li [Check explicable box(es)]	instrument as it the noc	er(s) were a part of in	us security instrumer	16.	
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Graduated Paymer's Pider		velopment Rider	Biweekly Payn		
X Balloon Rider	Rate improveme		Second Home I	Rider	
V.A. Rider	Other(s) [specify	<i>'</i>]			
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subscribed to the foregoing instrument, appeare				he	
signed and delivered the said instrument as	VEV free and volume	ntary act, for the uses	and purp uses therein	set forth.	
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This instrument was prepared by:	,	****		C	
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OFFICIAL SEAL" Kristana L. Eldschun	i i	My worm is wall by	_		
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WHEN RECORDED MAIL TO: DOCUMENT CONTROL DEPARTMENT P D. BOX 7024

" PARADEN/., C/ LIFORNIA 91109-8974

COUNTRYWIDE LOAN #: 7719203

ESCROWICLOSING #: 7422366

Prepared by: L. EDMONDS - SPACE ABOVE FOR RECORDERS USE

BALLOON RIDER

(CONLITIONAL RIGHT TO REFINANCE)

day of 31 THIS BALLOON RIDER is made his larch , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of 93 Trust or Deed to Secure Debt (the "Security Insument") of the same date given by the undersigned (the

"Borrower") to secure the Borrower's Note to LAME FIMANCIAL CORPORATION (the "Lender") A NEW YORK CORPORATION

of the same date and covering the property described in the Sourity Instrument and located at: 155 N. HARBUR DRIVE #2004 CHICAGO, IL 6(601-

[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 Instrum in 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 agreement, in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything of 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 April 1 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 a 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 Socurity 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 5 below.

MSF TISTATE BALLOOM RIDER - Single Family - Fennie Mae Uniform instrument

Page 1 of 2

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

fû ¥R Sailoon Mortgage Rider

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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 not yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-balf 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.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine 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, as 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 Folder will notify me at least 60 calendar days in advance of the Maturity Date and advise 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 advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are the . The Note Holder will provide my payment record information, together with the name, title and address of the verson 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 Option by notitying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the cixed New Note Rate based upon the Federal National Mortgage Association's applicable published required not yield in effect on the date and time of day notification 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 owner hip, 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 refinencing. I understand the Note Holder will (he go me a \$250.00 processing fee and the costs associated with applating the title policy, if any, and any reasonal le third-party costs, such as documentary stamps, intangible tux, survey, recording fees, etc.

BY SIGNING BELOW, BURNING.	BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Ball					
They C	(Scal)	(Seal)				
MARY ANN CASALE	-Borrower	-Borrower				
Water and the second se	(Scal) -Borrower	(Seal) -Borrower [Sign Original Only]				
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NHEN RECORDED MAIL TO: CUMENT CONTROL DEPARTMENT FIG. FOX 7024 PASADENA, CALL' ORNIA 91109-8974

ORG LOAN#: 7719203

ESCHOW/CLOSING #: 7422366

PARCEL I.D. #: 17-10-401-005-1256

Prepared by: L. EDMONUS
3150 WEST HIGGINS ROAD #145 HOFFMAN ESTATES, IL. 60195

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made un's 31 day of March 1993 is incorporated into and shall be deemed to arrival and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by a undersigned (the "Borrower") to secure Borrower's Note to

LAMB FINANCIAL CORPORATION

the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 155 N. HARBOR DRIVE #2004 CHICAGO, IL 60601

[Property Address]

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

155 HARBOR DRIVE CONDO ASSN.

[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 stareholders, 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 make in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condeminium 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 elecuments. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Doren ents.

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

柳松LTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

Pege 1 of 2

Form 3140 9/90

VMP MORTGAGE FORMS - (\$13)293-8100 - (800)821-7291

Initials:

93280482

UNOFFICIAL COPY

- 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.
- E. Leaster'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) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) and action which would have the effect of rendering the public liability insurance coverage maintained by the Ormers Association unacceptable to Lender.
- F. Remedies If for ower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts dispursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unions Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dispursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

SY SIGNING BELC Rider.	OW, Borrower accepts and agrees to the terms and provisions contain	ned in this Condominium
-	NARY ANN CASALE	(Scal) - Borrower
	, C	(Seal) - Borrower
		(Seal) - Borrower
	O ₁	(Seal) - Barrower
***************************************	[Space Below This Line Reserved for Acknowledgment]	



ORDER NUMBER: 1410 007422366 BP

STREET ADDRESS: 155 NORTH HARBOR DRIVE

COUNTY: COOK

UNIT 2004

TAX NUMBER: 17-10-401-005-1256

LEGAL DESCRIPTION:

PARCEL 1: UNIT NUMBER 2004 IF HARBOR DRIVE CONDOMINIUM. AS DELINEATED ON THE SURVEY PLAT OF THAT CERTAIN PARCEL OF REAL ESTATE (HERBINAFTER CALLED "PARCEL"): OF LOTS 1 AND 2 IN BLOCK 2 IN HARBOR POINT UNIT NUMBER 1, BEING A SUBDIVISION OF THE LANDS LYING EAST OF AND adjoining that part of the southwest fractional quarter of fractional section 10, township 39 NORTH, RANGE 1: BAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN FILED IN THE OFFICE OF THE REGISTRAR CR TITLES DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWRST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL THE LAND, PROPERTY AND SPACE OCCUPIED BY THOSE PARTS OF BELL, CAISSON, CAISSON CAP AND COLUMN LOTS 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 9-B, 9-C, M-LA AND MA-LA, OR PARTS THEREOF, AS SAID LOTS ARE DEPICTED, ENUMERATED AND DEFINED ON SAID PLAT OF HARBOR POINT UNIT HUMBER 1, PALLING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD AND DOWNNARD OF SAID LOT 1 IN BLOCK 2 APORESAID, AND LYING ABOVE THE UPPER SURFACE OF THE LAND, PROPERTY AND SPACE TO BAST DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR UTILITY PURPOSES, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM, OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE 155 HARBOR DRIVE CONDOMINIUM ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 58912, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22935653 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DREDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22935654; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING PROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREO? AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

PARCEL 2:

RASEMENTS OF ACCESS FOR THE BENEFIT OF PARCEL 1 AFOREDESCRIBE. THROUGH, OVER AND ACROSS LOT 3 IN BLOCK 2 IN SAID HARBOR POINT UNIT 1, ESTABLISHED PURSUANT TO ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR THE HARPOT POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTER UNDER TRUST NUMBER 58912 AND UNDER TRUST NUMBER 58930, RECORDED IN THE OFFICE OF THE RECOPDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22935651 (SAID DECLARATION HAVING BEEN AMENOUS) BY 1ST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22935652). AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY TRUST 58912 TO MARY LOUISE PERENCH DATED 12-13-74 AND RECORDED 5-6-76 AS DOCUMENT 23476552

PARCEL 3:

EASEMENTS OF SUPPORT FOR THE BENEFIT OF PARCEL 1 AFOREDESCRIBED AS SET FORTH IN RESERVATION AND GRANT OF RECIPROCAL EASEMENTS AS SHOWN ON PLAT OF HARBOR POINT UNIT NUMBER 1, AFORESAID, AND AS SUPPLEMENTED BY THE PROVISIONS OF ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESEMBNTS FOR THE HARBOR POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 58912 AND UNDER TRUST NUMBER 58930, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT MADERER 22935651 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22935652)

(CONTINUED)

CHICAGO TITLE INSURANCE COMPANY

ORDER NIJMBER: 1410 007422366 BP

TIMET ADDRESS: 155 NORTH HARBOR DRIVE

COUNTY: COOK

CTTY: CRICAGO TAN MINISTER: 17-10-401-005-1256

LEGAL DESCRIPTION:

ALL IN COOK COUNTY, ILLINOIS AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY

UNIT 2004

Property of Cook County Clerk's Office Mass. TRUST #58912 TO MARY LOUISE FFRENCH RECORDED 5-6-76 AS DOCUMENT 23476552

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