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94462561

WARRANTY DEED
Statutory (ILLINOIS)
(Individual to Individual)

THE GRANTORS, **Ronald L. Ford and Angela Ford, his wife of 7135 W. Farragut Avenue, Chicago, Illinois 60656**, for and in consideration of Ten and NO/100ths Dollars, and other good and valuable consideration in hand paid, CONVEY AND WARRANT to:

THE GRANTEES, **Richard A. Bober and Tina Bober, his wife, of 5925 N. Washtenaw, Chicago, Illinois**, in Joint Tenancy, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

LOTS 14 AND 15 IN BLOCK 12 IN MCCOLLUM AND KRUGGEL'S ADDITION TO NORWOOD PARK IN THE WEST 1/2 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO MAP THEREOF RECORDED SEPTEMBER 17, 1914 AS DOCUMENT NUMBER 5496174 IN BOOK 129 OF PLATS, PAGE 40 IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 7135 W. FARRAGUT AVENUE, CHICAGO, IL 60656
PIN NUMBERS: 13-07-130-013 & 13-07-130-012

SUBJECT ONLY TO THE FOLLOWING "PERMITTED EXCEPTIONS" IF ANY: GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF CLOSING; SPECIAL ASSESSMENTS CONFIRMED AFTER THIS CONTRACT DATE; BUILDING, BUILDING LINE AND USE OR OCCUPANCY RESTRICTIONS, ZONING LAWS AND ORDINANCES; EASEMENTS FOR PUBLIC UTILITIES; DRAINAGE DITCHES, FEEDERS, LATERALS AND DRAIN TILE, PIPE OR OTHER CONDUIT.

Hereby releasing and waiving all rights under by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD SAID PREMISES FOREVER.

DATED this 23rd day of May, 1994

X Ronald L. Ford [SEAL]
RONALD L. FORD

X Angela Ford [SEAL]
ANGELA FORD

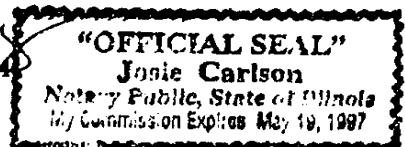
DEPT-01 RECORDING \$23.50
199999 TRAN 3914 05/24/94 14:36:00
50365 DW *-94-462561
COOK COUNTY RECORDER

State of Illinois)
)ss
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RONALD L. FORD and ANGELA FORD are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

Given under my hand and official seal, this 23 day of May 1994

[Signature]
Notary Public



This instrument was prepared by DAVID E. WILSON, One Authority Drive, Downers Grove, Illinois 60515. Return to: Carlo D'Agostino, 180 N. LaSalle Street, Chicago, Illinois 60601. Send subsequent tax bills to: Richard A. Bober, Jr. and Tina Bober, 7135 W. Farragut Avenue, Chicago, Illinois 60656.

23.50

E 116573/N 940759 Cook Co. Ill.

Jo



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April 12, 1961

Chicago, Illinois

Subject: [Illegible]

[Illegible]

[Illegible]

94902562

Property of Cook County Clerk's Office

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
JAN 1961
042837

Cook County
REAL ESTATE TRANSFER TAX
REVENUE STAMP MAY 7 1961

CITY OF CHICAGO
REAL ESTATE TRANSFER TAX
08728
900.00

[Illegible]

[Illegible]

[Illegible]

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a 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 significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's 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, and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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.

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. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree 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 Borrower, or if, after notice by Lender to Borrower that the Lender offers to make an award or settle a claim for damages, 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, whether or 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 referred 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 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 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 Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and 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.



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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 collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal 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 severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the 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 Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

20. **Hazardous Substances.** Borrower shall not cause or permit in the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

23. **Environmental Law.** Borrower shall not cause or permit in the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

24. **Change of Address.** Borrower shall promptly give Lender written notice of any change of address for the Property. The notice shall specify: (a) the new address; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of address as required by this paragraph 24, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

25. **Change of Name.** Borrower shall promptly give Lender written notice of any change of name for the Property. The notice shall specify: (a) the new name; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of name as required by this paragraph 25, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

26. **Change of Ownership.** Borrower shall promptly give Lender written notice of any change of ownership for the Property. The notice shall specify: (a) the new owner; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of ownership as required by this paragraph 26, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

27. **Change of Use.** Borrower shall promptly give Lender written notice of any change of use for the Property. The notice shall specify: (a) the new use; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of use as required by this paragraph 27, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

28. **Change of Occupancy.** Borrower shall promptly give Lender written notice of any change of occupancy for the Property. The notice shall specify: (a) the new occupancy; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of occupancy as required by this paragraph 28, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

29. **Change of Control.** Borrower shall promptly give Lender written notice of any change of control for the Property. The notice shall specify: (a) the new control; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of control as required by this paragraph 29, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

30. **Change of Management.** Borrower shall promptly give Lender written notice of any change of management for the Property. The notice shall specify: (a) the new management; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of management as required by this paragraph 30, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

31. **Change of Insurance.** Borrower shall promptly give Lender written notice of any change of insurance for the Property. The notice shall specify: (a) the new insurance; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of insurance as required by this paragraph 31, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

32. **Change of Title.** Borrower shall promptly give Lender written notice of any change of title for the Property. The notice shall specify: (a) the new title; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of title as required by this paragraph 32, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

33. **Change of Status.** Borrower shall promptly give Lender written notice of any change of status for the Property. The notice shall specify: (a) the new status; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of status as required by this paragraph 33, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

34. **Change of Location.** Borrower shall promptly give Lender written notice of any change of location for the Property. The notice shall specify: (a) the new location; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of location as required by this paragraph 34, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

35. **Change of Nature.** Borrower shall promptly give Lender written notice of any change of nature for the Property. The notice shall specify: (a) the new nature; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of nature as required by this paragraph 35, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

36. **Change of Character.** Borrower shall promptly give Lender written notice of any change of character for the Property. The notice shall specify: (a) the new character; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of character as required by this paragraph 36, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

37. **Change of Quality.** Borrower shall promptly give Lender written notice of any change of quality for the Property. The notice shall specify: (a) the new quality; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of quality as required by this paragraph 37, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

38. **Change of Quantity.** Borrower shall promptly give Lender written notice of any change of quantity for the Property. The notice shall specify: (a) the new quantity; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of quantity as required by this paragraph 38, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

39. **Change of Value.** Borrower shall promptly give Lender written notice of any change of value for the Property. The notice shall specify: (a) the new value; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of value as required by this paragraph 39, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

40. **Change of Interest.** Borrower shall promptly give Lender written notice of any change of interest for the Property. The notice shall specify: (a) the new interest; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of interest as required by this paragraph 40, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

41. **Change of Power.** Borrower shall promptly give Lender written notice of any change of power for the Property. The notice shall specify: (a) the new power; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of power as required by this paragraph 41, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

42. **Change of Right.** Borrower shall promptly give Lender written notice of any change of right for the Property. The notice shall specify: (a) the new right; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of right as required by this paragraph 42, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

43. **Change of Duty.** Borrower shall promptly give Lender written notice of any change of duty for the Property. The notice shall specify: (a) the new duty; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of duty as required by this paragraph 43, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

44. **Change of Liability.** Borrower shall promptly give Lender written notice of any change of liability for the Property. The notice shall specify: (a) the new liability; (b) the date the notice is given to Lender; and (c) the date the notice is given to the appropriate governmental or regulatory authority. If Borrower fails to give Lender notice of a change of liability as required by this paragraph 44, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

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

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

24. 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 supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [specify]

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

Witnesses:

Allan F. Froehlich (Seal)
 ALLAN F. FROEHLICH -Borrower
 398-34-3813

Mary Ellen Froehlich (Seal)
 MARY ELLEN FROEHLICH -Borrower
 394-42-6260

 (Seal)
 -Borrower

 (Seal)
 -Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS,

County ss: Cook

On this, the 23RD day of MAY, before me, the subscriber, the undersigned officer, personally appeared ALLAN F. FROEHLICH AND MARY ELLEN FROEHLICH, his wife,

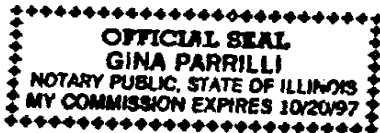
known to me (or satisfactorily proven) to be the person(s) whose name ARE subscribed to the within instrument and acknowledged that THEIR executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Gina Parrilli

 TITLE OF OFFICER



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RECORDED IN BOOK 17-107

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ADJUSTABLE RATE RIDER
 (3 Year Treasury Index — Rate Caps)
 Program 913

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 330191300

THIS ADJUSTABLE RATE RIDER is made this **23RD** day of **MAY**, 19 **94**, 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 Adjustable Rate Note (the "Note") to **PHH US MORTGAGE CORPORATION**

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

UNIT 507 WEST ALDINE CHICAGO, IL 60657

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **6.7500%**. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **JUNE**, 19 **97**, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **2.7500%** percentage points (**2.7500%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **8.7500%** or less than **4.7500%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than **12.7500%**, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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. 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 extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may 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.



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APPROVED BY THE CLERK OF THE COURT

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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 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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 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.

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

.....
WITNESS
.....
WITNESS

..... (Seal)
ALLAN F. FROELICH -Borrower
..... (Seal)
MARY ELLEN FROELICH -Borrower
..... (Seal)
..... -Borrower
..... (Seal)
..... -Borrower

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 23RD day of MAY 19... and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

(the "Lender")

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

UNIT 15 507 WEST ALDINE CIRCUIS ID 80657

[Property Address]

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

ALDINE COURT

[Name of Condominium Project]

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

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

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

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

(i) Lender waives the provision of Uniform Covenant 2 for the monthly 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 loss in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

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

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) 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 interest, upon notice from Lender to Borrower requesting payment.

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

Witnesses:

[Signature of Allan F. Froehlich]

ALLAN F. FROEHLICH

(Seal)

-Borrower

[Signature of Mary Ellen Froehlich]

MARY ELLEN FROEHLICH

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower



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PARCEL 1. UNIT NUMBER 1-D, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE, (HEREIN REFERRED TO AS "PARCEL"): LOTS 20 AND 21 AND THAT PART OF LOTS 22 AND "B" IN BLOCK 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 22; THENCE EAST 50 FEET ON THE NORTH LINE OF LOTS 22 AND "B"; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF LOT 22 TO THE SOUTH LINE OF LOT 22; THENCE WEST ON THE SOUTH LINE OF LOT 22 TO THE WEST LINE OF LOT 22; THENCE NORTH TO THE PLACE OF BEGINNING ALL IN CULVER'S AND OTHERS LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE, A SUBDIVISION IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS. ALSO LOTS 18 AND 19 IN BLOCK 2 IN CULVER'S AND OTHERS LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE, A SUBDIVISION IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATIONS OF CONDOMINIUM OWNERSHIP MADE BY THE FIRST NATIONAL BANK AND TRUST OF EVANSTON, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JUNE 30, 1977 AND KNOWN AS TRUST NUMBER R-2066 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 29, 1977 AS DOCUMENT NUMBER 24 236 916 TOGETHER WITH AN UNDIVIDED PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY):

ALSO:

A PERPETUAL EASEMENT CONSISTING OF THE RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AND RIGHT TO USE FOR PARKING PURPOSES NUMBER 25 ~~XXXXXX~~ AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "A" TO SAID DECLARATION OF CONDOMINIUM OWNERSHIP, ALL IN COOK COUNTY, ILLINOIS

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