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MORTGAGE

011962461

MAY 20, 1994 THIS MONTGAGE ("Socurity Instrument") is given on mortgagor is MICAPET, D MCCONNELL AND DONNA M MCCONNELL, HIS WIFE

. The

("Borrower"). This Security instrument is given to

ST. PAUL FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of

THE UNITED STATES OF AMERICA

, and whose address is

6700 W. NORTH AVE, CHICAGO, LLLINOIS 60635

("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED EIGHTY ONE THOUSAND AND 00/100

281,000.00). This debt is evidenced Dollars (U.S. # by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2024 . This Security Instrument secures to Lander: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of sorrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following County, liftinois: described property located in COOK

SEE ATTACHED;

UNIT A IN DEARBORN TERRACE CONDOMINION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: ALL OR PARTS OF LOTS 5 AND 4 IN BLOCK 2 OF BUSHMELL'S ADDITION TO CHICAGO, 1st THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4; TOWNSHIP 39 MONTH, RANGE 14 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOR COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24643394 AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

THE HORTGAGOR ALSO HERERY GRANTS TO THE HORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EARNENTS APPORTEMENT TO THE ADOLE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE RESERT OF SAID PROPERTY SET FORTH IN THE AFOREHENTIONED DECLARATION OF CONDUMINION OWNERSHIP. SET FORTH IN THE AFOREMENTS

THIS MOREGACE IS SUBJECT TO ALL REGRES, EABEMENTS, RESTRICTIONS, CONDITIONS, COVERANTS AND RESERVATIONS CONTAINED IN THE SAED DECLARATION OF THE CONDOMINIUM OWNERSHIP, THE SAME AS THOUGH THE PROVISIONS OF THE SAID DECLARATION OF CONDOMINIUM OWNERSHIP WERE RECITED AND STEPPICATED AT LENGTH HERSEN.

P.I.K. #17-04-449-042-1012

816 DEARBORN UNITANN

CHICAGO

Illinois

60610

("Property Address");

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 2396 SEP 91

(page 1 of 6 pages)

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Which has the address of

(Zio Code)

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend

generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

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

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

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

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

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

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

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender. Lender may make proof of loss if not made promptly by Borrower.

corrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair Unless Lenvier of it is restoration or repair is economically feasible and Lender's security is not lessened. If the of the Property dame restoration or repair. not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured / this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Poperty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lengt may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by un's 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 we monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, eswilish, 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, of commit waste on the Property. Borrower shall be in default if any forfeiture action or proceedings, whether civil or crimiral, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lie i cre ited 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 tien 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 Proper's 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 rac.ger 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 (r 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, sprearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take a tion 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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage

insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu Form 3014 9/90(page 2 of 6 pages)

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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 ugain 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 Dorrower. 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. July 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 abar for ed by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for da tages. 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 other rise gree 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; Forbearross By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this, recurity 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 succe sor it interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Inscrement 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 Leader 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 or personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrowe, my agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Nov. vibout 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 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 lecessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permit al limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the No. 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. Parm 3014 9/90 (pages of 6 pages)

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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 this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue mechanical. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully extended 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; Charge 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 unratate to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower mail not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

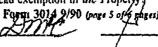
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property's 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 equivalent performances, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and rad o clive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Leader further covenant and agree as follows;

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

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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(cs)] 1-4 Family Rider Condominium Rider Adjustable Rate Rider Planned Unit Development Rider L. Biweekly Payment Rider Graduated Payment Rider Second Home Rider Rate Improvement Rider LOAN RIDER X 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, Opens Ox -Borrower -Borrower MICHAEL D MCCONNELL(Scal) -Borrower (Seal) -Borrower[Space Below This Line For Acknew!cogment] -STATE OF ILLINOIS, a Notary Public in and for said county and state, certify that MICHAEL D MCCONNELL AND DONNA M MCCONNELL, HIS WIFEday of MAY 1994 Given under my hand and official seal, this My commission expires: mark Mandell OFFICIAL SEAL

MARK MANDELL NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 3,1997

form 3014 9/90/page 6 of 6 pages)

011962461

2395 SEP 91

LOAN RIDER

LOAN NO. 011962461 DATE MAY 20, 1994

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Pederal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

816 DEARBORY ONIT A N

CHICAGO

IL 60610

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that are withstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal Mational Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

Borrower

MICHARL D MCCONNELL

DONNA M MCCONNELL

Borrower

Borrower

Borrower

94480154

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20TH day of MAY 1994, 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 undereigned (the "Borrower") to secure Borrower's Note to

ST. PAUL FEDERAL BANK FOR SAVINGS

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
816 DEARBORN UNIT A N CHICAGO IL 50610

(Property Address)

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

| TRANSORN TERRACE CONDOMINIONS | Projection of Condominium Projection | Projection

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") notes 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. Sorrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Decisration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of 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 Dwi ers Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- 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

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannia Mae/Freddie Mac UNIFORM INSTRUMENT FORM 3140 9/90 /PAGE 1 DF 2 PAGE 2397 AUG 91

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(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.

Property of Coot County Clert's Office .(Seai) .(Scal) ...(Seal)

FORM 3140 9/90 (page 2 of 2 pages)

AD WE ABLERATI WORT GAG RIDER

THIS ADJUSTABLE RATE MORTGAGE RIDER Is made this day of GAGE RIDER is made this $_{
m 2CTH}$ day of $_{
m MAY}$ $_{
m 2.994}$ 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

ST. PAUL FEDERAL BANK FOR SAVINGS

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

816 DEARBORN UNIT A N

IL 60610

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 AND MINIMUM RATE THE BORROWER MUST PAY. THE NOTE MAY ALSO CONTAIN THE OPTION TO CONVERT THE ADJUSTABLE INTEREST RATE TO A FIXED INTEREST RATE.

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

6.375 % . The Note provides for changes in the The Note provides for an initial interest rate of adjustable interest rate and the monthly payments, a fixed rate conversion option and transfer provisions as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) CHANGE PATES

The adjustable in terest rate I will pay may change on the first day of JUNE 1999 and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a The adjustable interest rate I will pay may change on the first day of "Change Date."

(B) THE INDEX

Beginning with the first Casnge Date, my adjustable interest rate will be based on an Index. The "Index" is the monthly average yield on United Strates Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Tederal Reserve System. 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 nouse of this choice.

(C) CALCULATION OF CHANGES

Before each Change Date, the Note ridge; will calculate my new interest rate by adding

TWO AND THREE-QUARTERS

percentage points (2.750 %) to the Current Index. The Note
Holder will then round the result of this addition to the guarest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded to rount 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 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 that I am required to pay at the first Change Date will not be greater than 4.375 % . Thereafter, my adjustable interest .a'e vill never be increased or decreased on any single Change Date by more than two percentage points (2.000%) from the rate of interest I have been paying for the praceding 12 months. So long as I have not exercised my Conversion Option under Section 5 of this Note my interest rate will never , which is called the "Maximum Adjustable Rate." be greater than er then 12.125% , which
(E) EFFECTIVE DATE OF CHANGES

My new interest rate will become effective on each Change Date. payment beginning on the first monthly payment date after the Change Date unit 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 adjust the 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! ... ay have regarding the notice.

FIXED INTEREST RATE CONVERSION OPTION

I have a "Conversion Option" if marked (X) below. If there is no (X) marked, then a Conversion Option does not apply to my loan.

I do not have a Conversion Option. (A)

x I have an option to convert to a fixed rate as described below.

(B-1) I have a Conversion Option that I can exercise, unless I am in default or this Section 5(B) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(8-2) below.

The conversion can take place at any time after one year from the due date of my first payment. The "Conversion Date" will be the first day of the month after I have satisfied all of the conditions below, as determined by the Note Holder. If I want to exercise the Conversion Option, I must first satisfy any condition which may be required by the Federal National Mortgage Association as a condition to its purchasing the loan at the time of conversion. I must also satisfy the following conditions: (i) I must give the Note Holder 15 days advance notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security instrument; (iii) prior to the Conversion Date, I must pay the Note Holder a conversion fee of \$500.00; (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; and (v) I may have to pay an appraisal fee and prepay a portion of the principal balance of the loan under the following circumstance: if at loan origination, the principal amount of the loan is greater than 80% of the stated value of the appraisal report obtained in connection with my loan and private mortgage insurance from a company acceptable to the Note Holder is not in force in connection with the loan, then a new appraisal of the property securing the loan may be required. I cannot exercise the Conversion Option unless I pay an amount which is enough to reduce the amount I will be expected to owe on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property.

CONVERTIBLE ADJUSTABLE RATE RIDER-SINGLE FAMILY **1YR T-BILL INDEX**

(B-2) CALCULATION OF FIXED RATE

My new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of the date 15 days before the "Conversion Date" specified by the Note Holder for 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus a percentage ranging from three-eighths of one percentage point (0.375%) to one and one-eighth percentage points (1.125%), rounded to the nearest one-eighth of one percentage point (0.125%), depending on the amount of the unpaid principal balance I am expected to owe on the Conversion Date pursuant to the following schedule:

0.375% for unpaid balances of up to \$203,150.00 0.875% for unpaid balances from \$203,151.00 to \$450,000.00 1.125% for unpaid balances from \$450,001.00 and Higher

If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B-2) will not be greater than 12.125% which is called the "Fixed Maximum Rate."

(B-3) NEW PAYMENT AMOUNT AND EFFECTIVE DATE

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

12. UNIFORM SECURED NOTE

In addition to the protocions given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), date: the same date as this Note protects the Note Holder from possible losses that might result if I do not keep the promise; that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I own under this Note. Some of those conditions are described as follows:

(A) Until 1 exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform Covenant 17 of the Security Instrument is described 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 for 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 the 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 the 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 on assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and surrements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If lender exercises the option to require immediate payment in full, Londer shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the intensity to 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.

(B) If I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Bate Note, Uniform Covenant 17 of the Security Instrument described in Section 12(A) above shall thun certain to be in effect, and Uniform Covenant 17 of the Security Instrument shall instead be described as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any per of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold

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 Adjusteble Rate Rider.

| DONNA M MCCONNELL | (Soal) Borrower | SITATE OF IN SERVICE TO | Seal) Borrower |
|-------------------|--------------------|-------------------------|-------------------|
| | (Seal) Borrower | | Seal) Borrower |

CONVERTIBLE ADJUSTABLE RATE RIDER-SINGLE FAMILY 1YR T-BILL INDEX

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