AFTER RECORDING PLEASE MAIL TO:

94544413

OF MONTGAGE CORPORATION 6700 FALLEROOK AVE., STR. 293 WEST ETLLS, CA 91307

94544412

LOAM NO. 1923200

ce Above This Line For Recording Detail

#### MORTGAGE

JUNE 15, 1994

. The mortgager is

OK, DIVORCED NOT SIZE REMARRIED

DEPT-01 RECORDING

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COOK COUNTY RECORDER

ON MORTGAGE CORPORATION, A WISCONSIN CORPURATION

THE STATE OF MISCONSIN which is organized and existing under the laws of oddress is \$700 PALLEROOK AVE., STR. 293, WEST HILLS / CA 91307 and whose

("Labeler"). Borrower owes Lander the principal sum of

THREE HIMDRED SIRTY THOUSAND AND 00/100

Dur (U.S. \$ 360000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for morably payments, with the full debt, if not paid earlier, due and payable on JULY 01, 2014 Instrument secures to Lender: (a) the repsyment 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 puricularly to protect the security of this Security Instrument; and (c) the performance of Romower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, greek and convey to Lander the following described property legisted in

SER ATTACHED LEGAL DESCRIPTION

94544413

CHICAGO

(Street, City),

which has the address of 257 R DELAMARE PLACE 6A/B

M. SHENEYE IN

"("Property Addisse");

[Zip Code]

ILLINOIS - Single Family - Famile Man/Freddie Mac UNIFORM INSTRUMENT

-FRAIL) (HON

VMF MOTTOADU PORMI - (\$157293-8160 - (808)521-7291

154.12.20 B

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

BORROWER COVENANTS that Borrower is lawfully existed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumberance 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 covaring real property.

UNIPORM COVENANTS, Borrower and Londer covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when the 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 Innurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to nder on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funde") for: (a) yearly taxes and accomments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rente on ‰ Pioperty, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly mortgay, insurance premiums. If any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph (, in lieu of the payment of mortgage insurance promisms. These items are called "Barrow Meine." Leader may, at any time, cuteri and hold Funds in an amount not to accord the maximum amount a leader for a federally related mortgage loss may require for Barrywer's nacrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2501 at seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any star, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Punds due on the trait of current date and reasonable estimates of expanditures 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 agreety, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Februal Home Loan Bank. Lender shall apply the Funds to pay the Escrew Items, Lander may not charge Borrower for holding and applying the Funds, annually analyzing the secrow account, or verifying the Becrow Items, unless Lender pays Borrower interest or, the Funds and applicable law permits Lender to make such a pharge. However, Lender may require Borrower to pay a eco-time charge for an independent real estate tex reporting service used by Leader in connection with this loss, 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 Resource any interest or carnings on the Funds. Borrower and Lander may agree in writing, however, that interest shall be paid on the frieds. Lender shall give to Borrower, without charge, an sexual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Punds are pledged as additional security for all sums secured by this Security Instrument.

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

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender violer paragraphs 1 and 2 shall be applied; first, to any propayment charges due under the Note; second, to smounts 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 again 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, Born ower shall pay them on time directly to the person owed payment. Horrower shall promptly furnish to Lender all ratices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly furnish to Leader receipts avidencing 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 lieu 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 Leader subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lieu which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lieu. Borrower shall natisfy the lieu or take one or more of the actions set forth above within 10 days of the giving of notice.

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 (bove, 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 chargage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender

may make proof of less if not made promistly by Berrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically fessible and Lender's security is not lessened. If the restoration or repair is not economically fessible or Lender's security would be lessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does or a mawer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will bugin when the notice is given.

Unless Lander 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 3 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Londer, 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 same secured by this Security Instrument immediately

prior to the asquisition.

- 5. Occupancy, Preservation, Maintena & and Protection of the Property; Borrower's Loan Application; Lesceholds. Berrower shall occupy, establish, and use the Proparty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to control the Property as Borrower's principal residence for at least one year after the deta of occupancy, unless Londor otherwise agrees is writing, which consent shall not be unreasonably withhold, or unless extensisting electrostances exist which are beyond Borre-se's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Perperty. Berrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lunder's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the cities or proceeding to be dismissed with a ruling that, in Lander's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other meterial impairment of the hen created by this Security Instrument of Lander's security interest. Burry was shall also be in default if Borrower, during the loss application process, gave materially false or inaccurate information or manuscript to Lander (or failed to provide Lander 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 lettebold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the least-hold and the fee title shall not marge unless Londor agrees to the merger in writing.
- T. Presection of Leader's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Leader's right, in the Property (such as a proceeding in hankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Property do and pay for whatever is measured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attentions, fees and entering on the Property to make repairs. Although Leader may take action under this paragraph 7, Leader does not have to do so.

Any amounts discurred 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 discurrencest at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

3. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loss 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 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 mouth a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower shall pay to Lender each mouth 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 receive in lieu of mortgage insurance. Loss reserve

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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 shell pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ands in accordance with any written agreement between Borrower and Lander 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.

19. 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 gaid 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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total securent of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any belance 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 processis shall be applied to the sums secured by this Security in the taking whether or not the sums are then due.

If the Property is abendoned by Forrower, or if, after notice by Lender to Borrower that the consistency 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 process, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not the due.

Union Lender and Borrower otherwise agree in vriting, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to a payments i and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lewise Not a Walver. Entension of the time for payment or modification of amortization of the sums accured by this Security Intermed granted by Leader to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Leader shall not be required to commence proceedings against any successor in interest or refu e to extend time for payment or otherwise modify smortization of the sums secured by this Security Instrument by reason of any der and made by the original Borrower or Borrower's successors in interest. Any forbearance by Leader in exercising any right or remady she'll not be a waiver of or preclude the exercise of any right or remady.

12. Successors and Assigns Bound; Joint and Several Liability; Co-capters. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Leafer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any florrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument, any to mortgage, grant and coavey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not presently obligated to pay the same secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, furbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Lean 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 a struction 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 reduced to Borrower. Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a pertial 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 stotics 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 closes of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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Form 2014 5794

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LOAM NO. 19232061006%

16. Berrower'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 fuderal law as of the date of this Security Instrument.

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

by this Security Instrument without further notice or Jemend on Borrower.

18. Novement's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have suforcement of this Security Instrument discontinued at any time prior to the parties of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before said of the Property pursuant to any power of said contained in this Security Instrument, These conditions are that Sorrower: (a) pays Lander all names which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cares 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 same secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations escured 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 (a) com Servicer. The Note or a partial interest in the Note (ingether with this Becurity 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 marelated 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 lew. The notice will state the name and address of the new Loan Servicer and the sucress to which payments should be made. The notice will also contain any other

information required by applicable law.

26. 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 shall not do, nor allow anyons elec to do, anything affecting the Property that is in violation of any Environmental Law. The pre-ed or two semicaces shall not apply to the presence, use, or storage on the Property of amali-quantities of Hazardous Substances that are generally recognized to be appropriate to normal residuatial uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of day investigation, claim, demand, levenit 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 negliged 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 linviroussental 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, kerosine, other flammable or toxic pstroleum products, toxic peticides and herbicides, volatile solvents, materials containing asbestos or formaldein le, and radioactive materials. As used in this paragraph 20, "Environmental Law" means foderal laws and laws of the jurisdictors where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Rorrower prior to acceleration ender paragraph 17 unless any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall apocify: (a) the default; (b) the action required is care the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default need by that failure to care the default on or before the date specified in the notice may runnit in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall be non-existence of a default or any other default 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 he option, may require immediate payment in full of all name received 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 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 succedation costs.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Form 3014 9/96

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ck applicable box(et)]  Adjustable Rate Rider  Oradusted Payment Rider	Carity Instrument as if the rider(  Condominium Rid  Planned Unit Deve		nity Rider by Payment Rider
Balloon Rider V.A. Rider	Reta Improvement Cobar(a) [apacify]		Home Rider
L_J V.A. AME	[		:, ·
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SY SIGNING BELOW, Borrower	accepts and agrees to the tight.	and coverants contained in this :	Security Insertment and in
ider(s) executed by Borrower and s			
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EN LERNOX	-Borrower		-Borrows:
TE OF ILLINOIS,	Cox		-0
the undersign Koren Lenn	nick , a Notary P	ublic in and for said county and a	tate do hereby certify that
Your Love	at divorced not a	we seminin	•
Junear Grenore	person	mily known to me to be the same	person(s) whose name(s)
	rbboared peiote me this grain in	person, and acknowledged was	3 ma
ribed to the foregoing instrument, s		June	(1994)
ribed to the foregoing instrument, a dead delivered the said instrument iven under my hand and official se	al, this 15-th day of		
ribed to the foregoing instrument, a lead delivered the said instrument iven under my hand and official se	OFFICIAL SEAL NO	JOANNA HIAN	est

LOAM MUSICAR: 1923200

#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER in made this 15**TH** GRY OF 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 name date given by the undersigned (the "Borrower") to secure Borrower's

ON MORTGAGE COMPORATION, A WISCOMMIN COMPORATION

(Kir "Lender")

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

257 E DELIMARE PLACE SA/B CRICAGO, ILLIMOIS 60611

Property Address)

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

257 E DE73 .....

-E (8103)

(Name of Condominium Project)

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

. CONDOMINIUM COVENANTS, In accuracy to the covenants and agreements made in the Security Instrument, Borrower and Liender further coverant and age to an 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 creases the Condominium Project; (ii) by limit (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dess and resistments imposed pursuant to the Constituent
- So long as the Owners Association maintain, with a generally accepted insurance B. Hauard Insurance. carrier, a "mester" 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 learnest Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the thoughty payment to Lender of one twelfth of the yearly premium installments for hazard insurance is the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain Lazard in surarice coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners has educion 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.

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

The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the

MULTISTATE CONDOMINIUM RIDER - Single Family - Fernic Mco/Freddie Mee UNIFORM INSTRUMENT

Page 1 of 2

WHF MCRTGAGE FORES - (\$13)265-8100 - (\$00)551-7891

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unit or of the common elements, or for any conveyance in lieu of condemsistion, 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 ahendonment 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:
- dily termination of professional management and assumption of self-management of the Owners Association; or
- (iv) My action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If For ower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts dishared by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument Veless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disharament 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.

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## UNOFFICIAL COPY

#### ADJUSTABLE RATE RIDER (LIBOR Index - Rate Case)

(LIBUR INCX - Mare Cape)
THIS ADJUSTABLE RATE RIDER is made this 1978 day of JUNE , 19 24 , 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 accure Borrower's Adjustable Rate Note (the
"Note") to an montage convenient a misconsili consensation
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
257 E DELEMARE PLACE 6A/R. CHICAGO, IL 60611 [Property Address]
THE NOTE CONTAINS PROVISIONS ALLOWING POR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S 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. INTEREST EATS AND MONTHLY PAYMENT CHANGES  The Note provides for an initial inspress rate of
4. INTEREST RATE AND MONTHLY PAYMENT CHANGES  (A) Change Duise  The interest rate I will pay may to large on the first day of
(B) The Index  Beginning with the first Change Date, my intrest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-dex or in ated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs 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 sewest rate by adding THETH AND 1/4  percentage points (3.250 %) to the Current Index. The Note Holder will p an round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated at 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 for a pould be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity that it my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my a carrier payment.
(D) Limits on Interest Rate Changes

(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 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 OF A BENSFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is sold 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 transferce as if a new loss were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loss assumption and that the risk of a

SECTION

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breach of any covenant or agreement in this Security Instrument is acceptable to Londer.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums 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 domand on Borrower.

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

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5 mil Amber 63 Cp 1/4 257 Rest Delaware Condominium, as delineated in survey of the following described percel of real estate (hereinafter referred to as "Parcel"): Lot 4 and the East 5 feet of Lot 5 in The visite of the state of the Lake Shore Drive Addition to Chicago, a subdivision of part of Blocks 14 and 20 in Canal Trustees' Subdivision of the South 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit 'R' to the Declaration of Condominium Ownership for 257 Best Deleware Condominium Association Made by National Boulevard Bank, as Trustee under Trust Number 6200, dated February 6, 1979 and recorded in the Office of the Becorder of Deeds of Cook County, Illinois as Document Mumber 35116053, tagether with its undivided percentage interest in said Parcel (excepting from said Percel all the property and space comprising all the units as defined and set forth in said Declaration and Survey), in Cook County, Illinois.