

### UNOFFICIAL CPREMERIO BY: PHYLLIS LYNN THE PROPERTY BANK FOR SAVINGS (P.O. BOX 38) HITELARE, ILLINDIS 60521 1 P.O. BOX 386 HÍMBUNCE, ILLINDIS 60521

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94560062

... [Space Above This Line For Recording Data]

LOAN # 001-1149175

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on The morage Julie ann Braccio, A Never Married Person

("Borrower"). This Seconds Instrument is given to

HINSDALE PEDERAL BANK FOR SAVINGS

. Abich is organized and existing

under the last of the UNIVERSIATES, and whose address is P.O. BOX 386, GRANT SQUARE, HINSDALE, IL 60521 ("Lender"), Borrower owes Lender the principal sum of SEVENTY-SEVEN THOUSAND NINE HUNDRED AND MO/100 77, 900.00). This debt is evidenced by Borrower's note dated the Dollars (U.S. S.

same date as this Security Instrument ("No e"), which provides for monthly payments, with the full debt, if not paid earlier, due

JULY 1, 2024 This Security Instrument secures to Lender: and payable on (a) the repayment of the debt evidenced by the blobe, with interest, and all renewals, extensions and modifications of the Note: (b) the pumpert of all other sums, with interest, advanced under purartaph? to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreen coassumptions this Security Instrument and the Note. For this purpose, Borrower does hereby moreage, grant and convey to Lender the looker my described property located in

County, Blinois:

LMIT NO. 406 AS DELIMEATED ON PLAT OF SURVIT OF THE POLICHING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PAPARTA'):

LOT I IN INDIAN HEAD PARK CONDOMINIUM UNIT NO. 1) BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TUNNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RELORDED APRIL 2, 1974 AS DOCUMENT NUMBER 22672940, WHICH PLAT OF SURVLY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY L. ACACLO, DEC., AN ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF THE PECONOED OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22779634; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND PLAT OF SURVEY) ALL IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO.: 18-20-100-020-1050

111 ACACIA #406

INDIAN HEAD PARK

which has the address of

(Serent)

Her.

60525 Illinois

("Property Address");

[Lip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, apportenances, 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 funited 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 full, a sum ("Funds") for:

(a) yearly taxes and assessments which may attain priority over this 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 mortgage insurance premiums. These items are called "Escrow Items" Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage ioan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law thy applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimate; of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall or held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Foderal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless 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 is consection 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 carnings on the Funds. Borrower and Lender may a free 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 applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than 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 a 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 Payments. 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 nones, 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 conounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender requires 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.

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

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

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

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

Unless Lender and 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 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 o cupy, 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 Bostower's principal residence for at least one year after the date of occupancy, unless I ender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externation circuinstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, 2 how the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proce ding, 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 Linder'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 foan 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 see 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 heavier's rights in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although hinder may take action under

this paragraph 7. Lender does not have to do so

Any amounts disbursed by Lender under this paragraph? shall become additional debt (f Bo rower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts visit bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Porrower requesting

payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the load occurred 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 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 peid 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 liking, 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 condemnor offers to make an award or settle; chim 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 Borro ver otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mostfuly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. 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 fortherance by Lender in exercising any right or remedy shall not be

a waiver of or preclude the exercise of any right or renledy.

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 coverants 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 In trun ent or the Note without that Borrower's

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 to 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 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 exercise it prohibited by federal law as of the date of this Security Instrument.

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

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Socurity Instrument and the Note as if no acceleration had occurred; (b) rules 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. Bostower 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 anyone else to do, anything affecting the Property that is in violation of any Environmental Lave. 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 Lains, 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 peragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammability to 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. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration federing 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 care 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 shell 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.

with this Security Instrument, the covenan	ament. If one or more riders are executed that and agreements of each such rider shall buts of this Security Instrument as if the rider(s) s	e incorporated into and shall amend		
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		
XX Other(s) [specify] MORTGAGE RIDER -				
BY SIGNING BELOW, Borrower a and in any rider(s) executed by Borrower ar	RAPH 17 SUPPLEMENT accepts and agrees to the terms and covenants and recorded with it.	contained in this Security Instrument		
Witnesses:	a 1 a			
	JULIE ANN BRACE	(Seal) —Borrower		
70 <sub>Q</sub>	Social Security Number			
		(Seal) - Borrower		
0)	Social Security Number			
		(Scal) - Borrower		
	4			
		(Seal) - Borrower		
	Social Security Number	7		
	[Space Below This Line For Acknowledgment]	3		
	County ss:	0,55		
1. GOAN D	2. All	e in and for said county and state,		
	BRACCIO,A. NEVER MARRIED. I			
	sonally known to me to be the same person	_		
	ppeared before me this day in person, and			
-	as. // free and voluntary act,	for the uses and purposes therein		
set forth.	eal, this T.V day of The	ent 104V		
	CIAL SEAL"			
Joi Hotary Publi	an Blair ic, State of Ulinois on Expires 2/28/95			
an common		Netary Public		

Form 3014 5/91 (page 6 of 6 pages)

## UNO 5750 WHALL ROOP PY

LOAN NO. 001-1149175	
THIS CONDOMINATION RIDER IS made this	
and it incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed I	
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to	
HINSDALE FEDERAL BANK POR SAVINGS (the "Lende	
of the same date and covering the Property described in the Security Instrument and located at:	
1) ACACTA 4406 INDIAN HEAD PARK II 60525	
LLL ACACIA 4406, INDIAN HEAD PARK IL60525	
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium pro-	O
known as WILSHIRE GREEN	
Plane of Condominent Project)	
the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project t	th
"Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also inclu	Óξ
Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest	
COMPONENT IM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrow	W.E.
and Lender further covenant and agree as follows:	
A. Condonsition Obligations. Borrower shall perform all of Borrower's obligations under the Condomini	<b>21</b> 7
Project's Constituent Locuments. The "Constituent Documents" are the 11) Declaration or any other document wh	×
creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower sh	H
promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents	
B. Hazard Insurance. Selling as the Owners Association maintains, with a generally accepted insurance carrier	•
"master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurai	X
coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included with	nu
the term "extended coverage," then	
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth	r
the yearly premium installments for hazard insuracce on the Property, and	_
(ii) Borrower's obligation under Uniteral Covenant 5 to maintain hazard insurance coverage on the Prope	U.
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 apic 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	IDX
Property, whether to the utut or to common elements, any proceeds payable to Borrower are hereby assigned and shall	O
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 accords as may be reasonable to insure that the Own	ŗŗ
Association maintains a public liability insurance policy acceptable in Germ, amount, and extent of coverage to Lender	
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrow	(2)
in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the comm	N. i.
elements, or for any conveyance in lieu of condemnation, are hereby assigned and said be paid to Lender. Such proceed	.0
shall be applied by Lender to the sums secured by the Security Instrument as provider in Uniform Covenant 10	
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written	E i
consent, either partition or subdivide the Property or consent to	41
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination	۲4 مد
required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnate	U
or eminent domain;	
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express bene	111
of Lender;	
(iii) termination of professional management and assumption of self-management of the Owners Association	43.
Of	h.
(iv) any action which would have the effect of rendering the public itability insurance coverage maintained	υ,
the Owners Association unacceptable to Lender	197
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay their	:) !*}
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security and the security of th	il.' LP#
Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the di	4. 4.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained to this Condominium Rider

#### MORTGAGE RIDER

COAN NO. 001-1149175  $19^{94}$  and is day of June 24th This Rider is made this incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the 'Borrower') to secure Borrower's Note to Hinsdale Federal Bank for Savings (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 111 ACACIA #406 INDIAN MEAD PARK 60525 IL (Property Address) If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and praditions of this Rider shall control. To more fully define what is n'eant in paragraph 17 of the Security Instrument concerning transfer of property, change in dwirtship shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the mortgagee. By signing this, Borrower agrees to all of the above. (Bottower)

(Borrower)

### UNOFFICIAL COPY .....

#### ADJUSTABLE RATE RIDER

(3 Year Treasury Index... Rate Caps)

00KW WO.001-21491/3
THIS ADJUSTABLE RATE RIDER is made this 24th, day of June 1994, and u
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") toHINSDALE FEDERAL BANK FOR SAVINGS
(the "l≈nder") of the same date and covering the property described in
the Security Instrument and located at:
Rate Note (the "Note") to HINSDALE PEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in

THE NOTE CONTAINS PROVISIONS ALLOWING FOR 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 MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides to, mainitial interest rate of 6.2625. 3. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

#### (R) The Index

Beginning with the first Change Date, ay 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 a railable as of the date 45 days before each Change Date is called the "Current Index."

if the Index is no longer available, the Note L'elder will choose a new index which 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 two AND THERE QUARTERS percentage points (...2., 7.50.%) 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

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my prox monthly payment beginning on the first monthly payment date after the Change Date until the amount of my morably 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 OR A BENEFICIAL INTEREST IN BORROWER

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

Transfer of the Property or a Beneficial Interest in horrower. If all or any part of the Property or any interest in it is said or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, I ender 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 loan were being made to the transferce; 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, I ender may charge a reasonable fee as a condition to I ender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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BY SIGNING BELOW, Bostower accepts and agrees to the terms and covenants contained in this Adjustable Rate or deniand on Borrower.

which Berrower must pay all sums secured by this Security Instrument. If Borrower fasts to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice tion. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within If Lender exercises the option to require insmediate payment in full, Lender shail give Borrower notice of accelera-