

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
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**BOX 333-CTE**This instrument prepared by  
and should be returned to:JENNIFER FORTNER  
THE FIRST NATIONAL BANK OF CHICAGO  
1901 SOUTH MEYERS ROAD SUITE 300  
OAKBROOK TERRACE, IL 60181

(Type or Print Above This Line For Recording Data)

**MORTGAGE**THIS MORTGAGE ("Security Instrument") is given on **JUNE 23, 1994**  
KEVIN D. MC CANN AND RENITA E. MC CANN, MARRIED TO EACH OTHERThe mortgagor is  
*4/18*

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

**THE FIRST NATIONAL BANK OF CHICAGO**which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose  
address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**("Lender"). Borrower owes Lender the principal sum of  
**THREE HUNDRED FOURTEEN THOUSAND ONE HUNDRED & 00/100** Dollars (U.S. \$ **314,100.00**).This debt is evidenced 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 **JULY 1, 2024**. This Security  
Instrument secures to Lender: (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 Borrower'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 described property located in  
**COOK** County, Illinois:**SEE ATTACHED RIDER FOR LEGAL DESCRIPTION****REAL ESTATE TAX I.D. # : 20 11 206 061 0000**which has the address of  
Illinois**4739 S. DORCHESTER, CHICAGO**

(Street, City).

**60615** ("Property Address"):

[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS • (312)283-8100 • (800)521-7281

Page 1 of 8

Form 3014 9/90

Amended 8/91

Initials: *KDM**RGM*

VMP -6R(IL) (9105)

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Form 3014 9/80  
100-101416  
*Kom*

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of the payments of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien warrant to the payment of the obligation over this security instrument unless otherwise (ii) agrees in writing to the payment of the obligation over this security instrument, it may give Borrower a notice demanding the lien. Borrower shall satisfy the lien or take one or more security instruments, if Lender may determine that any part of the Property is subject to a lien which may attach priority over this instrument, or (c) secures from the holder of the lien an agreement substantially to Lender's opinion respecting the encumbrance of the lien, or (d) secures from the holder of the lien an agreement substantially to prevent the extension of the lien, except as provided in the Lender's opinion respecting the encumbrance of the lien.

**4. Charges:** Lessee, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue over this Security instrument, and to avoid pyramiding payments of ground rents, if any, Borrower shall pay weekly in arrears provided in paragraph 2, or if not paid in due time, 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 provide Lender receipts evidencing the payments.

**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.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Agreement, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

monetary payments, all under a sole direction.

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 amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve

reduces incase 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.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, or entity (including a bank, if Lender is such an institution), or any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually retaining the escrow account, or verifying the Funds, unless Lender pays Borrower interest cast on the Funds and applicable law permits Lender to make such a charge. Escrow items, unless Lender pays Borrower to pay a charge for an independent real estate broker using services used by Lender in connection with this loan, unless applicable law, provides otherwise. Unless an agreement is made or applicable law provides otherwise, Lender may require Borrower to pay a fee to charge for an independent real estate broker using services used by Lender in connection with this loan.

otherwise the authority of courts under the basis of common law and customary law remains to regulate such things.

**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 leschold 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; (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 in under a federal mortgage loan may suffice 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. Section 2601 et seq. ("RESPA"), unless another law that 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 waive all or any of the fees for services or expenses of escrow companies or title companies. Escrow items or amounts that are not waived by Lender may be charged to 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 leschold 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; (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".

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.

**VARIATIONS BY JURISDICTION TO CONSIST WITH A UNIFORM SECURITY INSTRUMENT COVETING REAL PROPERTY.** UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

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

All of the foregoing is recited to in this country instrument as the Property.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all cascades, appurtenances, fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

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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.

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 occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

13. Governing Law: 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 is held invalid.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it under the Noise.

13. **Loan Charges.** If the loan secured by this Security Lien instrument is subjected to a law which sets maximum loan charges, and that law is finally interpreted so that the intent of either loan or other loans 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 loan charge to the permitted limit; and (b) any sums already collected from the borrower which exceeded permitted limits will be re-collected to the lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the lender. If a refund reduces principal, the reduction will be reflected as a partial prepayment without any prepayment charge however.

12. Successors and Assignees Found; Joint and Several Liability; Assignment. The covenants and representations of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and representations shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, retain and convey the property under the Note; (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, forgive or make any accommodations with regard to the terms of this Security Instrument at the Note without their Borrower's consent.

11. Borrower Not Released; Borrower by Lawyer. 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's successors in interest. Under such circumstances, the original Borrower shall remain liable to Lender for the amount of the principal and interest due under this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, any application or procedure to participate shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

If the Property is abandoned by Bergwelt, or if, after notice by Bergwelt to Borrower that the condominium 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 the damages. Borrower's failure to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect the damages.

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 instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of security instruments shall be reduced by the proceeds multiplied by the amount of the sums secured by the property taken; (b) the fair market value of the property taken.

10. **Comdemnation.** 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 convenience in lieu of condemnation, are hereby assigned and shall be paid to [REDACTED]

9. Inspection. Lennder or its agent may make reasonable inspections upon and inspectious of the property. Lennder shall give Borower notice at the time of or prior to an inspection specifying cause for the inspection.

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

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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. 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 Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

**20. Hazardous Substances.** Borrower shall not cause or permit 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 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 advised by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (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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Form 301A 8/90

Page 6 of 8

W-0R(1L) (1810b)

This instrument was prepared by  
My attorney [Signature] [Initials]  
Notary Public  
[Signature]

FEB 25 1994

25 Feb day of 1994

"OFFICIAL SEAL"

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they he  
personally known to me to be the same person(s) whose name(s)

KEVIN D. MC GANN AND RENETTA E. MC GANN, MARRIED TO EACH OTHER  
, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS.

Kevin McGann	County of
Borrower	
(Seal)	Notarized

RENETTA E. MC GANN

(Signature)

Kevin D. MC GANN

(Signature)

Witnesses:

any rider(s) executed by Borrower and recorded with it

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in

[Check applicable box(es)]

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 this Security Instrument as in the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

25. Covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument.

X  Adjustable Rate Rider       Gundamium Rider       Biweekly Payment Rider  
 Plumed Uni Decoupmant Rider       Kite Improvment Rider       Second Home Rider  
 Other(s) [Specify]       V.A. Rider       Balloon Rider

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Mail Stop 1106  
One First National Plaza/  
Chicago, Illinois 60670  
Telephone: (312) 732-4000

LOAN # 0000321814  
4739 S. DORCHESTER  
CHICAGO, IL 60615

## LEGAL DESCRIPTION RIDER

LOT 1 IN KENWOOD GATEWAY, BEING A RESUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 20 11 206 061 0000

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9.31

## FIXED / ADJUSTABLE RATE RIDER (10 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this **23RD** day of **JUNE**,  
19 **94**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or  
Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure  
Borrower's Fixed/Adjustable Rate Note (the "Note") to  
**THE FIRST NATIONAL BANK OF CHICAGO**  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**4739 S. DORCHESTER CHICAGO, ILLINOIS 60615**

[Property Address]

**THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE  
NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND  
THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of **8.300** %. The Note provides for a change in the  
initial fixed rate, as follows:

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

#### (A) Change Dates

The initial fixed interest rate I will pay will change on the first day of  
which is called the "Change Date."

**JULY , 2001**

#### (B) The Index

**THE INITIAL INDEX VALUE FOR THIS LOAN IS 7.090% KDM REM**

At the Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United  
States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The  
most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

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

#### (C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding

**TWO AND THREE-FOURTHS** percentage point(s) (**2.750** %) 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 limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the  
Maturity 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 Change

The interest rate I am required to pay at the Change Date will not be greater than  
which is called the "Maximum Rate".

**14.300** %

2663937

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Form 3170 11/00

Page 2 of 2

Ver. 8  
VRS-B95A (8003)

Property of Cook County Clerk's Office

(Sign Original Only)

Borrower \_\_\_\_\_

(Seal) \_\_\_\_\_

RENNITA B. MC GANN  
Borrower \_\_\_\_\_

(Seal) \_\_\_\_\_

Rate Rider \_\_\_\_\_

BY SIGNING BELOW, Borrower Accepts and Agrees to the terms and covenants contained in this Fixed/Adjustable

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

(F) Notice of Change  
My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment  
beginning on the first monthly payment date after the Change Date.

(E) Effective Date of Change  
My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **23RD** day of **JUNE**,  
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 undersigned (the "Borrower") to secure  
Borrower's Note to **THE FIRST NATIONAL BANK OF CHICAGO**

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

**1739 S. DOLCESTER CHICAGO, ILLINOIS 60615**

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration").

The Property is a part of a planned unit development known as  
**KENWOOD GATEWAY**

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. 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 insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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.

**MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

Form 3180 9/90

7/1990

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KELVIN D. MC GANN  
RENTTA E. MC GANN

**BY SIGNING BELOW, BOTTWERE EJECTS AND AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS PURCHASE AGREEMENT.**

H. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower accrued by the Securitization instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement until paid.

(iii) any amendment to any provision of the "Consultant Documents" if the provision is for the express benefit of Lender;

(ii) termimation of professional management and assumption of self-management of the Works;

(i) any action which would have the effect of rendering the public liability insurance coverage maintained by the Company against incapable of carrying out its functions;

provided in Uniform Covenant 10.

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 or the common areas and facilities of the PUD, or for any conveyance in lieu of condominium, 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 the Note.