

GREAT WESTERN MORTGAGE CORPORATION
1300 WEST 10TH AVENUE
DENVER, CO 80202
94598959

BOX 392

Original

94598959

SPACE ABOVE THIS LINE FOR RECORDING DATA

MORTGAGE
ADJUSTABLE INTEREST RATE MORTGAGE

COUNTY CODE: 016
OFFICE NUMBER: 195
LOAN NO.: 1-801651-5

THIS MORTGAGE ("Security Instrument") is given on June 29, 1994
The mortgagor is
ROSEMARY A MATVIUW, SINGLE NEVER MARRIED

94598959

("Borrower").

This Security Instrument is given to
GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION

which is organized and existing under the laws of THE STATE OF DELAWARE, and whose address is
9451 CORBIN AVENUE, NORTH RIDGE, CA 91324

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY FOUR THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$24,500.00). 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:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF KNOWN AS SCHEDULE 'A'.

PIN/TAX ID: 03-08-213-029-1007

which has the address of 3056 N DANIELS COURT

ARLINGTON HEIGHTS
Illinois 60004 ("Property Address");

DEPT-01 RECORDING \$33.00
T#0011 TRAN 2882 07/11/94 14:20:00
#4507 + RV *-94-598959
COOK COUNTY RECORDER

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in 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 loan 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 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 estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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removal or other remedial actions in accordance with applicable law. Borrower shall promptly take all necessary remedial actions in accordance with applicable law. Borrower shall promptly take all necessary remedial actions in accordance with applicable law. Borrower shall promptly take all necessary remedial actions in accordance with 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.

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.

18. Borrower's Right to Rehearse. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the period of acceleration. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the period of acceleration. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the period of acceleration.

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.

16. Borrower's Copy. Borrower shall be given one non-removable copy of this Security Instrument and the Note are declared to be severable. Without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. Without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 limits; 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.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone by this Security Instrument, whether or not then due.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not then due.

9. Acceleration. If Borrower fails to pay the sums secured by this Security Instrument when due, or 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 a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

8. Default. If Borrower fails to pay the sums secured by this Security Instrument when due, or 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 a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

7. Remedies Cumulative. The remedies provided in this Security Instrument are cumulative and not exclusive. Borrower's failure to perform any one or more of the obligations secured hereby shall remain a continuing default. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect. Lender's obligation to pay the sums secured by this Security Instrument shall not be affected by any acceleration or foreclosure proceedings. 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.

6. Assignment of Proceeds. If the sums secured by this Security Instrument are to be applied to the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument. If the sums secured by this Security Instrument are to be applied to the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument.

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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 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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable line(s))

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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

94558556

Witnesses:

_____ (Seal) --Borrower

_____ (Seal) --Borrower

_____ (Seal) --Borrower

_____ (Seal) --Borrower

[Space Below This Line For Acknowledgment]

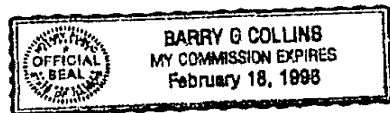
State of Illinois, Cook County ss: Barry G. Collins, a Notary Public in and for said county and state, do hereby certify that Rosemary A Matviuw, Single Never Married

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of March, 1998.

My Commission expires: 2-18-1998 _____ Notary Public

This instrument was prepared by:
KEVIN J YOUNG
2500 S. HIGHLAND AVE.
SUITE 250
LOMBARD, IL. 60148



Original

LOAN NUMBER: 1-601551-5

SCHEDULE "A"

UNIT 203 IN BUILDING 2 IN THE TOWNHOMES AT FRENCHMEN'S COVE CONDOMINIUM AS DELINEATED ON A SURVEY OF A PART OF LOT 45 IN THE FRENCHMEN'S COVE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY LaSALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1988 AND KNOWN AS TRUST NO. 113490, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON OCTOBER 25, 1989 AS DOCUMENT NO. 89505617, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM, AS MAY BE AMENDED FROM TIME TO TIME, EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY, AS MAY BE AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 03-08-213-029-1007

Cook County Clerk's Office

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

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(Space Below This Line for Acknowledgment)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

ROSEMARY A MATHIAS

Rosemary A Mathias

BY SIGNING BELOW, I accept and agree to the terms and covenants in this Adjustable Rate Rider.

(Please sign your name exactly as it appears below.)

SIGNATURES OF BORROWERS:

OF THIS RIDER ARE PART OF THIS RIDER

ALL TERMS AND CONDITIONS CONTINUED ON THE BACK

*The Minimum Rate and Maximum Rate Limitations are subject to adjustment as provided in Section 1(e).

Rate Differential:	2.550
Minimum Rate:	3.950%
Tier 1:	7.250%
Tier 2:	9.250%
Tier 3 - Lifetime Maximum:	10.950%
Maximum Rate Limitations:	
Maturity Date:	July 1, 2024
First Installment Due Date:	August 1, 1994
First Installment Adjustment Date:	August 1, 1995
Initial Monthly Installment:	\$590.80
Initial Interest Rate:	3.950%
First Interest Rate Adjustment Date:	October 1, 1994
First Installment Due Date:	1st

The Note provides for adjustments to my interest rate and my monthly installments as follows:

INTEREST RATE AND MONTHLY INSTALLMENT ADJUSTMENTS

The amount of my scheduled monthly installment could be less than the amount required to pay the interest due after a rate adjustment for that installment period. If so, the Note Holder will subtract the amount of my scheduled monthly installment from the amount of interest that I owe for that month and will add the difference to the outstanding principal balance of my loan. This occurrence is known as negative amortization. This unpaid interest is called "deferred interest." Under the Note, I must pay interest on the amount added to the principal balance at the same rate of interest. I am required to pay on the outstanding loan balance each month.

ATTENTION: THE NOTE CONTAINS PROVISIONS ALLOWING FOR ADJUSTMENTS TO MY INTEREST RATE AND MY MONTHLY INSTALLMENT. THE NOTE LIMITS THE MINIMUM AND MAXIMUM INTEREST I MUST PAY AND HAS THE POTENTIAL FOR NEGATIVE AMORTIZATION.

(Property Address)

ARMINGTON HEIGHTS, IL 60004

308 N DANIELS COURT

THIS ADJUSTABLE RATE RIDER dated June 29, 1994 changes and adds to the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") I signed this day. The Security Instrument secures my Note (the "Note") to GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION (the "Lender"), also signed this day, and covers my property as described in the Security Instrument and located at:

Loan No. 1-601551-5

ADJUSTABLE RATE RIDER
ARM G-3 TIERED CAP

Original

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1. METHOD OF COMPUTING INTEREST RATE ADJUSTMENTS.

(a) **Adjustment Dates.** The interest rate I will pay will be adjusted on the First Interest Rate Adjustment Date (shown on the front of this Rider) and on every Installment Due Date thereafter.

(b) **The Index.** Beginning with First Interest Rate Adjustment Date, my interest rate will be based on an Index. The "Index" is the monthly weighted average cost of savings, borrowings and advances by the Federal Home Loan Bank of San Francisco (called the "Bank") to Arizona, California and Nevada savings institutions of a type that were eligible to be members of the Bank under applicable federal law in effect on August 8, 1989 (called "Eligible Savings Institutions"), based on statistics tabulated and published by the Bank during the term of this Note. If the Index is no longer published or is deemed by the Note Holder, in its sole discretion, to be substantially recalculated in a manner that no longer represents the monthly weighted average cost of savings, borrowings and advances by the Bank to Eligible Savings Institutions, then the Note Holder may select an alternate Index to permit interest rate adjustments and that alternate Index shall be the "Index." If the alternate Index selected by the Note Holder is no longer published, the Note Holder may choose another alternate Index to permit interest rate adjustments. Each published update of the Index is called the "Current Index."

(c) **Calculation of Adjustment.** The Note Holder will determine each adjusted interest rate by adding the Rate Differential (shown on the front of this Rider) to the most recently published Current Index. The sum of the Current Index and the Rate Differential is the interest rate that will apply to my loan until the next month's interest rate adjustment.

The Note Holder may choose not to increase my interest rate even if an increase is permitted because of an increase in the Current Index. The Note Holder is not required to give me advance notice of interest rate adjustments.

(d) **Limits on Interest Rate Adjustments.** The interest rate I am required to pay during the term of this loan will not be less than the Minimum Rate nor more than the Maximum Rate Limitations (shown on the front of this Rider), unless the property securing this loan is sold and the loan is assumed. Sale of the property and assumption of my loan require the Note Holder's consent. Until the 36th Installment Due Date my interest rate may not be adjusted to more than the Tier 1 Maximum Rate shown on Page One. Beginning on the

36th Installment Due Date until the 72nd Installment Due Date my interest rate may not be adjusted to more than the Tier 2 Maximum Rate shown on Page One. Beginning on the 72nd Installment Due Date and for the remainder of the loan term my interest rate may not be adjusted to more than the Tier 3 - Lifetime Maximum Rate shown on Page One.

(e) **Limits on Interest Rate Adjustments upon Assumption.** The Minimum Rate and Maximum Rate Limitations shown on Page One shall apply unless my property is sold and the loan is assumed. If my property is sold and my loan is assumed, the Note Holder may adjust the Minimum Rate and one or more of the Maximum Rate Limitations not more than two (2) percentage points above or below the Minimum Rate and Maximum Rate Limitations shown on Page One. The Note Holder may increase or decrease the Minimum Rate and the Maximum Rate Limitations each time the property is sold and the loan is assumed. The Note Holder, however, may choose not to adjust the Minimum Rate or Maximum Rate Limitations each time the property is sold and the loan is assumed. The Note Holder's choice whether to adjust the Minimum Rate or Maximum Rate Limitations will be made at the time the Note Holder consents to the sale and assumption.

2. METHOD OF COMPUTING ADJUSTMENTS TO THE MONTHLY INSTALLMENT.

(a) **Adjustment Dates.** My monthly installment will be adjusted on the First Installment Adjustment Date, (shown on the front of this Rider) and annually thereafter. The date the installment will be adjusted is called the "Installment Adjustment Date".

(b) **Calculation of Adjustments.** The new installment will be calculated approximately 60 days prior to the Installment Adjustment Date by using the interest rate which is then in effect and the loan balance which would be owing on the Installment Adjustment Date if all regularly scheduled installments are made. The new installment will be an amount which would be sufficient to repay the loan balance used in the calculation over the remaining term of the loan at the interest rate used in the calculation, in substantially equal payments.

(c) **Limitation on Adjustments to the Monthly Installment.** The increases and decreases which occur to the monthly installment on the Installment Adjustment Date will not exceed 7 1/2% of the previous monthly installment except on the tenth (10th) anniversary of the First Installment Due Date, and on each fifth (5th) anniversary during the remaining term of the loan. On the tenth (10th) anniversary, and each fifth (5th) anniversary following, the increases or decreases to the monthly installment may exceed 7 1/2% of the previous installment amount if the calculation of installment adjustment described in Section 2(b) would result in a greater adjustment.

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

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

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

(The Note Holder is called the "Lender;" I am called the "Borrower.")

17. **LENDER'S CONSENT REQUIRED.** Lender may declare all sums secured hereby immediately due and payable within 30 days after such declaration except as expressly limited by law, if Borrower without Lender's prior written consent: (a) sells, conveys, contracts to sell, alienates or further encumbers all or any part of the property; or (b) leases all or any part of the property for a term, together with all exercisable options, of 5 years or more; or (c) leases all or any part of the property and, in connection with such lease, grants the lessee an option to purchase all or any part of the property; or (d) suffers the title or any interest in the property to be divested, whether voluntarily or involuntarily; or (e) changes or permits to be changed the character or use of the property; or (f) is a partnership and any of the general partners' interests in the partnership are transferred or assigned whether voluntarily or involuntarily; or (g) is a corporation with fewer than 100 stockholders at the date of execution of this Security Instrument and more than 10% of its capital stock is sold, transferred or assigned during a 12-month period.

B. FUNDS FOR TAXES AND INSURANCE

The third sentence in the second paragraph of Uniform Covenant 2 of the Security Instrument is amended to read as follows: Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, provided, however, that Lender may impose upon Borrower at closing a fee to compensate a third party who shall be responsible for the monitoring and payment of real estate taxes without thereby becoming obligated to pay Borrower interest on the Funds.

C. LEGISLATION AFFECTING LENDER'S RIGHTS

Uniform Covenant 13 of the Security Instrument is hereby deleted.

D. OCCUPANCY AGREEMENT

If Borrower was required to execute an Occupancy Agreement as a condition for obtaining the loan secured by this Security Instrument, the terms of the Occupancy Agreement, including the provisions which make a violation of its terms an event of default under this Security Instrument, are incorporated herein by this reference.

Original

CONDOMINIUM RIDER

Loan No.: 1-601551-5

THIS CONDOMINIUM RIDER is made this 29th 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 **GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
**3056 N DANIELS COURT
ARLINGTON HEIGHTS IL 60004**

[Property Address]

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

THE TOWNHOMES AT FRENCHMEN'S COVE

[Name of Condominium Project]

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

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

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

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

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

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

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

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

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

**ALL TERMS AND CONDITIONS CONTINUED ON THE BACK OF THIS RIDER
ARE PART OF THIS RIDER**

UNOFFICIAL COPY

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

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

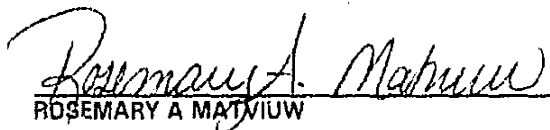
(iii) termination of professional management and assumption of self-management of the Owners' Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.

F. **Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

34598959

 (Seal) _____ (Seal)

ROSEMARY A MATVIUW

_____(Seal) _____(Seal)

_____(Seal) _____(Seal)