DEPT-01 RECORDING

\$37.30

T47777 TRAN 7508 09/02/94 16:23:00

\$0497 \$ GU #-94-777900

COOK COUNTY RECORDER

50329

\_ (Space Above This Line For Recording Date)

PREPARED BY: GEACH

#### **MORTGAGE**

THIS MORTGAGY ("Facurity instrument") is given on SEPTEMBER 1
94. The mortgraph in WILLIAM J. GLASER, A BACHELOR SEPTEMBER 1

GREAT LAKES CREDIT UNION

("Borrower"). This Security Instrument is given to , which is organized and existing

under the laws of ILLIFOIS ai sestha esody bna,

2525 NORTH GREEN BAY ROAD, NORTH CHICAGO, IL 60064 ("Lender").

BOLLOWSE DWGS Lender the principe. SUM Of SIXTY-NINE THOUSAND THREE HUNDRED AND CO/100 \*\*\*\*69,300.00 Dollars U.S. \$ ). This debt is evidenced by Sorrower'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 SEPTEMBER 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; (b) the payment of all other sums, with intorest, advanced under paragraph 7 to protect the security of this equity Instrument; and {c} the performance of Borrower's covenants and agreements under this decurity instrument and TEC 3PT GOLDAY CONTROL OFFICE the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property COOK ocated in

SEE ATTACHED

94777900

PERMANENT TAX ID. 02-12-200-021-1062

1243 BALDWIN LANE #610 which has the address of

PALATINE

(City)

111inois

60067

[Street] ("Property Address");

(Rip Code)

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

BORROWER COVENANTS that Borrower is lawfully select 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.

ILLINOIS -- Single Family--

Fennie Mae/Freddie Mac UNIFORM INSTRUMENT

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

- 1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Norrower 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 ("Funda") 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 hasard or property insurance premiums; (d) yearly flood insurance premiums, if any; (a) yearly mortgage insurance premiums, and if) 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 loss 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 leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Racrow 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 Lader is such an institution), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Macrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analysing the escrew account, or verifying the Macrow Items. Lender has bender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender hay 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 to make or applicable law requires interest to be pail, Lender shall not be required to pay Horrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, because, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the index, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are plates in additional accurity for all sums secured by this Security Instrument.

If the Funds held by Lender excert 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 (tells 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 Punds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prejayment 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. Lessements, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not omid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall provide furnish to Lander receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner adjept ble 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 Projecty 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.

6. HAZARD OR PROPERTY INSURANCE. Sorrower shall keep the improvements now explains or hereafter erected on the Property insured against loss by fire, hasards included within the term "extended coverage" and any other hasards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in t/a a ounts and for the periods that Lender requires. The insurance chall be chosen by Sorrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lever 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 to tigage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give in Yorder all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the item ance 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 aconomically feasible and Lender's security is not lessened. If the restoration or repair is not sconomically 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 shandone 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 restors 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 codupy, establish, and use the Property se Borrower's principal residence within sixty days after the execution of this Becurity Instiument 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 unresenably withheld, or unless extenuating diroumstances exist which are beyond Borrower's nontrol. 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 forteiture action or proceeding, whether civil or criminal, is begun that in Lender's good feith judgment could result in forfeiture of the Property or otherwise materially impair the iden greated by this security. Instrument Londer's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by usuaing the action or proceeding to be dismissed with a ruling that, in Lendar's good faith determination, pracludes forfeiture of the Borrower's interset in the Property or other material impairment of the lien created by this Security Instrument or Lunder's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inacqurate information or statement 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, Sorrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not marge 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 so unity Instrument, or there is a legal proceeding that may significantly effect 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 Lendar'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 itchey's tess 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 larger under this paragraph 7 shall become additional debt of Borrower secured by this Becurity Instrument. Unless Borrower and Linear 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 this remiume required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or deases to be in effect, Borrower shall pay the premiums required to obtain coverage aubstantially squiral not 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 insurance squired 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 invitance premium being paid by Borrower when the insurance coverage lapsed or deased to be in effect. Lender will accept, use any letain these payments as a lose reserve in lieu of mortgage insurance. Lose reserve payments may no longer be required, at the letton of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an incurer 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 lose reserve, until the requirement for mortgage insurance ends in accordance with the retiten agreement between Borrower and Lender or applicable law.
- 9. INSPECTION. Lender or its agent may make reasonable entire upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifyin, rewonable cause for the inspection.

  10. CONDEMNATION. The proceeds of any award or claim for delawar, direct or consequential, in connection with any
- 1D. CONDEMNATION. The proceeds of any award or claim for decades, 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 easigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accured by this Security Instrument, whether or not then due, with any excess paid to Borrower. It 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 the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the rontemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the drie the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower 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 such payments.

- 11. BORROWER NOT RELEASED: FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortisation 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 amortisation 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 forbestance by Lender in exercising any right or remedy shall not be a weiver of or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Sorrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-nigns this Security Instrument but does not execute the Notes (a) is co-signing this Security Instrument only to mottages, 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 constant.

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 smooth necessary to reduce the charge to the permitted limit; and (b) say sums already collected from florrower which exceeded permitted limits will be refunded to storrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to storrower. 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 horrower 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 shy 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. BORROV EN'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 Sorrower is sold or transferred and Sorrower is not a natural person; without inder's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Sectify 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 order, 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 REINS (A) E. If Borrower meets certain conditions, Borrower shell 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 appecify for reinstatement; reforcing this Security Instrument. Those conditions are that Borrowert (a) pays Lender all sums which then would be due until this Security Instrument. Those conditions are that Borrowert (b) cures any default of any other covenants or reforments; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable at ories a fees; and (d) takes such action as lender may reasonably require to assure that the lien of this Security Instrument, "enser's rights in the Property and Borrower's obligation to pay the sums secured by 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 pairty, h 17.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Berrower. 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 pringraph 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 prevance, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow injunction of any Environmental Law. The preceding two sentines whall not apply to the presence, use, or storage on the Property of smell quantities of Hazardous Substances that are ginerally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lander 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 Hazardov Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardova Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

he used in this paragraph 29, "Maxardous Substances" are those substances defined as toxic or Fazardous substances by Environmental Law and the following substances: gasoline, kerosens, 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 shell give notice to Borrower prior to acceleration following Borrower's breach of any covenent or agreement in this Becurity 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 ar before the date epecified 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 nonexistence 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 foreclosure this Security Instrument by judicial proceeding. Lender shell be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited tu, reasonable attorneys' fees and costs of title evidence.

## **LEGAL DESCRIPTION RIDER**

### PARCEL 1:

UNIT NUMBER 610 IN SAN TROPAL CONDOMINIUM AS DELINEATED ON A SURVEY, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 1067400 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23448135 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THAT PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AG DEFINED AND SET FORTH IN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND EASEMENTS FOR SAN TROPAL PLANNED RESIDENTIAL DEVELOPMENT MADE BY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 1067400, DATED MARCH 31, 1976 AND RECORDED APRIL 12, 1976 AS DOCUMENT 23448134 AND CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 1067400 TO RALPH B. LLOYD DATED MAY 25, 1977 AND RECORDED MAY 27, 1977 AS DOCUMENT NUMBER 23945070, IN COOK COUNTY, ILLINOIS.

## UNO FOR THOM MALLAR RUCEPY

50329

THIS CONDOMINIUM RIDER is made this 18T day of SEPTEMBER . 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 Note to

GREAT LAKES CREDIT UNION

(the "Lender")

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

1243 BALDWIN LANE #610, PALATINE, IL 60067

[Property Address]

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

#### SAN TROPAL CONDOMINIUM

[Name of Condominate 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 Ob'ignations. 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 hazard's 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.

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D. Condemnation.** The proceeds of any award or claim for damages, dire. 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 Lerder. 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 emin int 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.

Willia J Stan	(Seal)	(Seal)
WILLIAM J. GLASER	-Borrower	-Borrowar
	(Seal)	(Seal)

22. RELEASE. Upon payment of all	sums secured by this security Instrument, Len	der shall release this Security
Instrument without charge to Borrower. Borro	· · · · · · · · · · · · · · · · · · ·	•
	walves all right of homestand exemption in the	•
this Security Instrument, the covenants and a	NT, If one or more riders are executed by the greements of each such rider shall be incorpore is security instrument as if the rider(s) were a	ted into and shall amoud and
[Check applicable box(es)].		
💢 ) Adjustable Rate Rider	(X) Condominium Rider	[ ] 1 - 4 Pamily Rider
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	( ) Biweekly Payment Rider
[ ] Halloon Rider	( ) Rate Improvement Ridor	[ ] Second Home Rider
X   Other(s) [specify] LEG	AL DESCRIPTION RIDER	
BY BIUNING BRLOW, Corrower addepts and any rider(s) executed by Borrower and records Witnesses:	agraes to the terms and covenants contained in d with it.	thic Security Instrument and in
C/x	& William J. Thomas	
	LITY Y YEAR OF CONTROL	8-11-6722
Ox		
	Sociel Security Number	
	<del></del>	Borrower
	<u>'</u>	Borrowet
	Space Below This Line for Acknowledgment]	
MAIL TO:  APX MORTGAGE SERVICE 1585 NORTH RAND ROAL PALATINE, ILLINOIS 600	purs 14	,
STATE OF TILINOIS	}	O <sub>/Sc</sub>
COUNTY OF COOK	} ss: }	100
State of Illinois, County of COOK	ss. I, the undersigned,	3
IMPRESS that 40 lliam	County, in the State algresaid, do hereby certify (7/038). A backelo	
SEAL personally known to me to b	pe the same person whose name(s) are sub	
and acknowledged thathhhhhhhhh	ument appeared before me this day in person E-signed and delivered the said instrument as ct, for the uses and purposes therein set forth.	
Given under my hand and official seal, this  Commission Expires	Many the Sund of	$\mathcal{L}$
,	NOTARY PUBLIC	
MARYPATRICE LINDEGARD Notary Public, State of Illinois My Commission Expires 3/9/97		



50329

THIS ADJUSTABLE RATE RIDER is made this 18T

day of SEPTEMBER

, 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 Adjustable Rate Note (the "Note") to GREAT LAKES CREDIT UNION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 1243 BALDWIN LANE #610

PALATINE, IL 60067

[Property Address]

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 MAXIMUM RATE THE BOR-ROWER MUST PAY.

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

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

The Note provides for an initial interest rate of monthly payments, as follows:

5.500

%. The Note provides for changes in the interest rate and the

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

, 19 95 , and on that day The interest rate I will pay way change on the first day of SEPTEMBER 1 every 12th month thereafter. Each Jat on which my interest rate could change is called a "Change Date".

Beginning with the first 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 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 day; no ore each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder 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 rew interest rate by adding TWO AND THREE QUARTERS percentage points ( 2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the 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

The interest rate I am required to pay at the first Change Date will not be greater than 7.500 % or less than 3.500 %. Thereafter, my interest rate will never be increased or decleared on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preciding twelve months. My interest rate 11.500 %. will never be greater than

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate, and the amount of any monthly payment hetore 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 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law. Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender 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.

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

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

villa Jakon	(Scal)
WILLIAM J. GLASER	-Darrows
	(Scal)
	•W0110Ø•
	(Scal)
	z#\$ \$ s
	(Scal) Bollows
0,	
40	
C/2	
Q <sub>r</sub>	
· T'	٠ <u>٠</u>
0,	
$O_{ic}$	
17:	<u> </u>
·CO	
C	
	WILLIAM J. GLASER  COMPANY  CONTROL  OFFICE  O

Property of Cook County Clerk's Office