

94260809
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ASSIGNMENT OF MORTGAGE

For and in consideration of Ten Dollars in hand paid and other good and valuable consideration received, the undersigned, CDK Mortgage, Inc., having its principal place of business at 2902 Central St., Evanston, IL 60201 does hereby sell, assign, transfer and convey to BANC ONE MORTGAGE CORPORATION having its office at 111 Monument Circle, Indianapolis, Indiana 46277-0010, all right, title and interest in and to that certain Mortgage dated 3-1-94 and executed by **CAROLYN L. MIDDLEBROOKS MARRIED TO ARTHUR G. MIDDLEBROOKS**

as Mortagor in favor of the undersigned as Mortgagee, recorded/register with the Recorder of Deeds/Register of Titles COOK County on as Document Number **94260808** applicable to the property therein described as follows:

UNIT NUMBER 4110, IN THE 2650 NORTH LAKEVIEW CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN PARCELS OF LAND IN ANDREWS STAFFORD AND COLEROUR'S SUBDIVISION OF BLOCKS 1 AND 3 IN OUTLOT OR BLOCK "A" OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 20131818, TOGETHER WITH ITS UNDIVIDED FRACTIONAL INTEREST IN THE CONDOMINIUMS, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: **24-28-077-1389**

Property Address: **2650 N. LAKEVIEW #4110 CHICAGO, ILLINOIS 60614**

Dated at **EVANSTON** as of this **MARCH 4th** day of **MARCH** 19 **94**.

Assignor: **CDK Mortgage, Inc.**

BY: *Kristen M. Miller* Attest: *Donna L. Dobroslawski*

Its: **Notary Public** Its: **Procomtor**

STATE OF ILLINOIS

COUNTY OF Cook

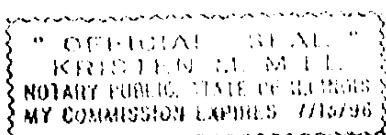
I, **Kristen M. Miller**, a notary public in and for said county and state aforesaid, DO HEREBY CERTIFY, that **Donna L. Dobroslawski** and **Jennifer L. Fuick** respectively of **CDK Mortgage, Inc.**,

acknowledged that they signed the foregoing instrument as their free and voluntary act and as the free and voluntary act of for the uses and purposes thereto set forth.

Given under my hand and notarial seal this

MARCH 4th day of **MARCH** 19 **94**
XMMX 1ST JU **XMMX MARCH 4th**

Notary Public



This document prepared by:

Karen L. Miller
Lender Representative
CDK Mortgage, Inc.
P.O. Box 11111
111 Monument Circle
Indianapolis, IN 46277-0010

3-24-77

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Property of Cook County Clerk's Office

COOK COUNTY
CLERK'S OFFICE

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5. Hazards or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, 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

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Form 89A
Page 4 of 4

Part II (a)(5)

be severable. This Note is made subject to the severability provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable within the applicable law, which controls shall not affect other provisions of this Security Instrument or the Note which can be amended or repealed in whole or in part by any amendment to the Note.

13. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state where it is located.

Instrument shall be deemed to have been given to Borrower or Lender when given or provided in this paragraph.

Addressed herein as may occur addresses (and/or designations) by notice to Borrower. Any notice provided for in this Security instrument shall be given by first class mail to Lender's any other address Borrower designates by notice to Lender that he gives to Lender's by notice to Lender that he gives to Lender's by first class mail to Lender's any other address provided for in this Security instrument. The notice shall be directed to the Proprietor. Address or

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery to him as by mailing it under the Note.

Moreover, if a related record is principal, the resolution will be treated as a partial assignment without any pecuniary charge Lender may choose to make this resolution by reducing the principal owed under the Note or by making a direct payment to Lender's any sums already collected from Borrower which exceeded principal amounts held by Borrower. A permanent trust account, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the and that law is fully incorporated so that the trustee of that loan charges collected or to be collected in connection with the loan and that law (hereinafter referred to in the terms of this Security instrument as a "law which secures maximum loan charges").

make any accommodation with regard to the terms of this Security instrument or the Note except that Borrower's consent

sought by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, renew or Borrower's interest in the Proprietary Note: (a) is co-signing this Security instrument, (b) is not personally obligated to pay the sum principal, (c) is co-signing this Security instrument only to satisfy, gain and convey this Security instrument but do not conclude the Note; and (d) is not a party to this Security instrument who co-signs this Security instrument shall hold and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Settlement and Assignment: Joint and Several Liability. The coverings and agreements of this

in interest. Any joint tenancy in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

the sums received by this Security instrument by reason of (a) demand made by the original Borrower's successors or claimants proceeding against any successor in interest or (b) demand made by the original Borrower's successors or claimants proceeding to take title of the original Borrower's successors in interest. Lender shall not be required to make an assignment to take the title of the same secured by this Security instrument to any successor in interest of Borrower shall of administration of the security instrument or the Note.

11. Borrower Note Releasement: Borrower or Lender Note & Waiver. Extension of the time for payment or modification

the due date of the monthly payments referred to in paragraphs 1 and 2 of this instrument of such payments.

Lender and Borrower or Lender and Borrower, any application of proceeds to principal shall not exceed the amount

by this Security instrument, whether or not due.

is authorized to do so and applies); the proceeds, at its option, either to conversion or repayment of the Note or to the sums secured by this Security instrument, whether or not due.

If the Proceeds are so loaned by Borrower, or if, after notice by Lender to Borrower that the conversion officer to make an

sums received by this Security instrument whether or not the sums are due.

Borrower and Lender otherwise agree to writing or unless otherwise provided, the proceeds shall be applied to the

Proceeds may immediately be paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the

units, along with any reasonably before the taking, divided by (a) the fair market value of the Property immediately before the

the sums received by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of

Security instrument shall be reduced by the amount of the proceeds otherwise in writing, the sums secured by this

instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security

which of note this, due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument

shall be paid to Lender.

condition of other taking of any part of the Property, or for convenience in lieu of condensation, are hereby assigned and

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifically resulting from cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspect any premises of the Property. Lender shall give

inspections and in accordance with any written agreement between Borrower and Lender or applicable law.

communications required to maintain occupancy instruments in effect, or to provide a loss in service, until the communication for mortgage

debt Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the

payments may be owing to Lender, at the option of Lender, in monthly insurance coverage (in the amount and for the period

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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 exercised 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 insure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

20. Hazardous Substances. 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 notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this 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 recording costs.

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

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FBI - MEMPHIS
FD-350 (Rev. 8-14-60)

BANC ONE MORTGAGE CORPORATION

This instrument was prepared by: JUDITH E. SMITH

Judith Smith
Nancy Publice

My Commission Expires 8/14/96

Given under my hand and affidavit seal, this _____ day of *July*, 1996

I, *Judith Smith*, do solemnly attest that the uses and purposes herein set forth, are and voluntarily act for the day in person, and acknowledge that I am personally known to no one to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged the same.

BANC ONE MORTGAGE CORPORATION

This instrument was prepared by: JUDITH E. SMITH

Said county and state do hereby certify that

My Commission Expires 8/14/96

Judith Smith
Nancy Publice

Given under my hand and affidavit seal, this 23rd day of *July*, 1996

I, *Judith Smith*, do solemnly attest that the uses and purposes herein set forth, are and voluntarily act for the day in person and acknowledged the same.

Personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, and sworn to before me this day in the year of our Lord nineteen hundred and ninety-six.

At the office of *Middle Tennessee State Bank*,
100 Broad Street, Nashville, Tennessee, on the *14th* day of July, 1996,
State of Tennessee.

Judith Smith
Nancy Publice

Commissioner of *Middle Tennessee State Bank*

(Seal)

24. Riders to the Security Instrument. If one or more riders are contained by this instrument and in accordance 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 set out in this security instrument as a part of this security instrument.

(Check applicable box(es))

Advertisible Rider
 Conditional Rider
 Family Rider
 Manducable Payment Rider
 Plated Unit Development Rider
 Second Home Rider
 Rate Improvement Rider
 Seller Rider
 Other(s) [specify]

Judith Smith
Nancy Publice

Commissioner of *Middle Tennessee State Bank*

(Seal)

My address is *100 Broad Street, Nashville, Tennessee 37203*. My telephone number is *(615) 226-1000*.

*NOT AS MORTGAGE, BUT FOR THE SOLE PURPOSE OF MAINTAINING UNDISTRAINED RIGHTS.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 1st day of March, 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 CDK MORTGAGE, INC.,

(the "Lender")

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

2450 N. LAKEVIEW #4110, CHICAGO, ILLINOIS 60614

(Property Address)

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

(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 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.

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 or the

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

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Form 3140 2/90

VHP MORTGAGE FORMS - (312) 939-2188 - (800) 821-7201

Initials: CLWJ

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Form 3140 SAD

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10-12-2019

-Borrower
(Seal)
-Borrower
(Seal)
-Borrower
(Seal)
-Borrower
(Seal)

Rider.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium
Rider.
to Borrower regarding payment.
between from the date of disbursement of the Note this and shall be payable, which interest, upon notice from Lender
by the Second Pay Lender, unless Borrower and Lender agree to other terms of payment, these amounts shall bear
them. Any sums not disbursed by Lender under this paragraph F shall become additional debt of Borrower secured
therein. The Lender's right to demand payment of this instrument does not affect the payment of the original debt of
the Lender to the Owner Association unaccrued to Lender.
any action which would have the effect of rendering the public liability insurance coverage
provided by the Owner Association unaccrued.
Association, (iv) termination of professional management and assumption of self-management of the Owners
benefit of Lenders
by condominium to any provision of the Condominium Documents if the provision is to the express
termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking
by condominium or common dominion;
(i) this abandonment of termination of the Condominium Project, except for abandonment of
which council, either partial or absolute the Property or consent to:
F. Lender's Petition Certificate. Borrower shall not, except after notice to Lender and with Lender's prior
provided in Uniform Certificate 10.
paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instruments as
well as all the amounts claimed, or for any conveyance in lieu of condemnation, are hereby assigned and shall be

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Form 20-11-2/88

ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **1st** day of **March**,
19 **84**, 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 **CSK MORTGAGE, INC.**

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

2650 N. LAKEVIEW 64110, CHICAGO, ILLINOIS 60614
[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 BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **8.6250** %. The Note provides for changes in the interest rate and the monthly payments, as follows:

B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **April 1, 2001**, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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 days before each 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 Changes

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

Two and Three-Fourths percentage points (**2.7500** %) 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

8.6250 % or less than **4.8250** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than

12.6250 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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-CC-A (0000)

Property of Cook County Clerk's Office

Transferee of the Property or a Beneficiary Interests in Borrower, If all or any part of the Property or any interest in a without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Interest; However, this option shall not be exercised by Lender if exercise is prohibited by law or regulation or if this option is illegal under state or federal law or regulations; and (d) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the use of a branch of any successor in this Security Interest is not applicable to Lender.

To the extent permitted by applicable law, Lender may also require that transferor to Lender's consent to the loan assumption. Lender may also require that transferor to Lender's consent to the loan assumption and that Lender will continue to be obligated under the Note and this Security Interest unless Lender receives written notice to keep all the premises and agreeements made in the Note and in this Security Interest intact.

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 Interest, to Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Interest, to Borrower may invoke any remedies available to it under the terms and conditions contained in this Adjustable Rate Note.

By signing below, Borrower agrees and agrees to the terms and conditions contained in this Adjustable Rate Note.

b. TRANSFEE OF THE PROPERTY OR A BENEFICIARY INTEREST IN BORROWER