PREPARED BY AND MAIL TO:

95735186

MIDWEST MORTGAGE SERVICES, INC. 1901 SOUTH MEYERS ROAD, SUITE 300 OAKBROOK TERRACE, IL 60181

OAN # 7356889

DEPT-01 RECORDING

T40012 TRAN 7205 10/27/95 GE:46:00

\$7304 \$ CG *-95-735186

COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

October 13th, 1995

. The mortgagor is

PRANK DI GIGVANNI and

DONNA M. DI GIOVANNI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

which is organized and existing under the laws of address is 1901 S. MEYERS RD. SUITE 300

THE STATE OF DIJINOIS

, and whose

OAKBROOK TERRACE, IL. 60181

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED EIGHTY THREE THOUSAND & 00/100

Dulas (U.S. \$ 183,000.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly November 4, 2025 payments, with the full debt, if not paid earlier, due and payable on 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 paragram 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 TAX ID #: 18-30-300-019-0000 County, Illinois:

SEE LEGAL ADDENDUM "A"

which has the address of

92 TRENT COURT UNIT #92

BURR RIDGE

(Street. City).

Illinois

60521

¡Zip Code] ("Property Address"):

- FNMA/FHIMC UNIFORM ILLINOIS - Single Family INSTRUMENT Form 3014 9/90

BOX 333-CTI



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Unless applicable Isw provides otherwise, all payments received by Lender under paragraphs

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Property, shall apply any funds held by Lender at the time of acquisition or a sea as a creation of bounds at the sum account of the country and the sum acquisition of a sea as a creation of the sum acquisition of the sum acquisition of the country and the sum acquisition of the country and the sum acquisition of the country and the sum accountry and the country a Designation in 1911 Designation of the Leisler Shall Soquite of Sell the Property. Leisles to motivation of the Property of the Soquite of Sell the Property. Leisles of the Soquite of Sell the Property of the Soquite of Sell the Soquite of Sell the Soquite of Sell the Sell th Upin payment in full of all surva secured by this Security Instrument Lender shall 30 maps by Funds any Funds and a secured by this secured by the Security Instrument and a secured by the security refund to Baltiower, and a security Funds are a secured by the security in the security for t

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THIS SECURITY INSTRUMENT COmbines uniform coverance in survey of and non-uniform coverance with imaged UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows: variations by autisdiction to constante a milional security institute a property. will defend generally the title to the Property against all claims and demands, subject to any encumbrations of records.

There our insure inverse internal recording for materials and demands and managing in any encumbration. Bills and convey the Property and that the Property is uncertainty account the convey the Property is uncertainty by the Property is uncertainty by the Property is uncertainty and that the property is uncertainty and chemistration of the property is an entire of the property in an entire of the property and the property is a property in a property in

BORROWER COVENANTS that Borrower is lawfully Scisca of the estate hereby conveyed and has the right to months and manual the presents is measurement a second fine the conveyed and presents and the manual manual for manual for manual forms of second forms and second forms are second forms and second forms and second forms are second forms. from the forestier at the property. All replacements and additions shall also be covered by this Security instruments. TOCETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurenances and

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

All incurance 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 asswer 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 Borrowe 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 Ler le', 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 2 on 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 correol. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Iroperty. 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 snall 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 in imment 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 it. Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Leeder may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's arrivers 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 Leader 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-twelfith 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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15. Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the Conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument of 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

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 rotice 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.

under the Motices. 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

and that law is finally inserpreted so that the inserest or other loan charges collected or to be collected in recessary is reduce the charge the innount necessary is reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment clarge

Security instrument shall bind and benefit the successors and agricument of Leuler and Borrower, subject to the provisions of Dangers in the Property under the terms of this Security instrument; (b) is n personally obligated to pay the sums secured by this Security instrument; (c) is n personally obligated to pay the sums secured by this Security instrument; (c) is n personally obligated to pay the sums secured by this Security instrument of this Security instrument; (c) is n personally obligated to pay the sums secured by this Security instrument of the Note with that Borrower's consent, inside any accountedations with regard to the terms of this Security Instrument of the Note with that Borrower's consent.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law voice sets maximum loan charges, it the loan secured by this Security instrument is subject to a law voice sets maximum loan charges.

12. Successors and Assigns Bound; John and Several Liability; Co. leners. The covenants and agreements of this

11, Borrower Not Released; Forbearance By L. ander Not a Walver. Extension of the time for payment or modification of the sums accured by this Security Lexament granted by Lender to any successor in interest of Borrower shall not be required to commence proceedings against any successor in interest of the original Borrower or operate to release the liability of the original Borrower's successors in interest of the extension of the autor secured by this Security Instrument by reason of any decisind made by the original Borrower or Borrower's successors the interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of, or preclude the exercise of any in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of, or preclude the exercise of any

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the dase date of the mouthly payments referred to a paragraphs I and 2 or change the amount of such payments.

is authorized to collect and apply the protects, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or mo 0 en due.

sums secured by this Secu ity I strument whether or not the sums are then due.

If the Property is abancoued by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or sentle a claim for damages, Porrower fails to respond to Lender within 30 days after the date the notice is given, Lender award or sentle a claim for damages, Porrower fails to respond to Lender within 30 days after the Droperty or to the sing secured

whether or net then due, with any excess pair 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the proceeds multiplied by the following fraction: (b) the total amount of the sums secured by the fraction: (c) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless 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 from in the fair that the fair of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking to the sums accured immediately before the taking is less than the summediately before the taking to the sums accured immediately before in writing or unless applied to the sums secured instituted to the property in which the fair market whether the taking is less than the summediately before the taking the sum that the s

shall be paid to Leader. In the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

insurance ends in accordance with any written agreement between Borrewer and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

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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 isold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less Sthan 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) engly 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 coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable aroneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Services. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times with at 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 paracraph 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, for 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 Mandous 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 recoleum products, toxic en pesticides and herbicides, volatile solvents, materials containing aspestos 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

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.

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to me to be the same person(s) whose name(s)	• • •		
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for said county and state do hereby certify that	has a Notary Public in and	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	oban oft,
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LEGAL ADDENDUM "A" LON # 7356889 DIEGIOVANNI

PARCEL 1:

UNIT 92 IN CHASEMOOR OF BURR RIDGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 MIST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT *B* TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88503681 AND AS AMERICAN FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCEPTAGE INTEREST IN THE COMMON CLEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF DECK FOR UNIT 92, A LIMITED COMMON ZLEMENT AS DELINEATED ON THE SURVEY ATTACLED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 865U3681 AND AS PARKED FROM TIME TO TIME.

95735186

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CONDOMINIUM RIDER

day of October THIS CONDOMINIUM RIDER is made this 13th 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

MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

(the "Lender")

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

92 TRENT COURT UNIT #92 BURR RIDGE, ILLINCIS 60521

[Property Address]

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

CHASE MOOR OF BURE RIDGE

[Name of Consominium 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 benetit 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 a to ion 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-12 48: (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues or a assessments imposed pursuant to the Constituent Documents.
- So long as the Owners Association maintains, with a generally accepted insurance B. Hazard Insurance. carrier, a "master" or "blanket" policy on the Condominium Project v nichl is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the logards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the couplity 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 Own as 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 foile wing a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby signed and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

The proceeds of any award or claim for damages, direct or consequential, payable to D. Condemnation. Botrower in connection with any condemnation or other taking of all or any part of the Property, whether of the

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

Form 3140,

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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 19.

R. 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

(24) termination of professional management and assumption of self-management of the Owners benefit of Lender, Association; or

(iv) an action which would have the effect of rendering the public liability insurance coverage

maintained by the Corners Association unacceptable to Lender.

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

BY SIGNING BELOW, Borrower acce, as and agrees to the terms and provisions contained in this Condominium

(Seal) -Вригомет

(Seal) Bostower LI GIOVANN

CIOVANNI

(Seal)

Borrower (Scal)

-Borrower

ADJUSTABLE RATE RIDER

(i Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 13th day of October, 1995, 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 MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

92 TRENT COURT UNIT #92 BURR RIDGE, ILLINOIS 60521
[Property Address]

THE MOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTERES? RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT 11'16 BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAYMY'UM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.450 the interest rate and the monthly payments, as follows:

%. The Note provides for changes in

4. INTEREST RATE AND MONTHLY PAYMEN (CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November , 2000 , 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 material of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the draw 15 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 which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

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

TWO AND THREE-FOURTHS percentage point(s) (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the 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.

MULTESTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Finnity - Panelo Mon-Troddle Man Uniform Instrum.
Page 3 of 2

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VMP MORTGAGE PORMS - (800)S21-7291

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preceding tweive months. My interest rate will never be greater than

(E) Effective Date of Changes

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

(F) Notice of Changes ट्रीयाहेट्ट उद्देशाय:

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

B. TRANSFL. OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

Instrument is acceptable to Lender. impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security new loan were being made to the dansfree; and (b) Leader resonably determines that Leader's recurity will not be Borrower causes to be submitted a Lender information required by Lender to evaluate the intersled transferee as if a prohibited by federal law as a fire date of this Security Instrument. Lender also shall not exercise this option if: (a) of all soms secured by this Courity Instrument, However, this option shall not be exercised by Lender if exercise is ustural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full a not is solio or transferred (or it a demelicial interesi in Bortower is sold or disparietrati and Bortower is not a It sil or sny part of the Property or sny Transfer of the Property or a Beneficial Interest in Borrower.

Lender releases Borrower in writing. in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless acceptable to Lender and that obligates the trainier e to keep all the promises and agreements made in the More and To the extent permitted by applicable ww, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption, Lender may viso require the transferee to sign an assumption agreement that is

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

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

Bottoner DONNA M. DI GIOVAMNI (pegs) ROLLOWCE INNAVQ (Seel)

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