When recorded please return to: STANDARD FEDERAL RANK 777 E. EISENHONER PARKWAY, #700 ANN ARBOR, MI 48108 POST CLOSING DEPT.

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COOK COUNTY RECORDER

ASSOCIATED FINANCIAL SERVICES, INC Prupared by

> 910 SKOKIK HOULEVARD, BUITE 114, NORTHBROOK, IL. 60062-4012 1204 291-658

> > LOAR ID: 206924031

**MORTGAGE** 

1995 THIS MORTGAOL: ('Security Instrument') is given on ANTONIO CAMPO and HILDA ROMANN, HUSBAND AND WIFE

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

301-11-56

ABBOCIATED FINANCIAL BERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS midicente 910 BROKIN BOULKVARD, BUITK 114., NONTHUNIXX, IL. 60062-4032 , and where

(")lender"). Herrower ower Lender the principal sum of

Righty Thousand One Hundred and no/100-----

Dollars (U.S. \$ 80,100.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Revenuer 1 at , 202%

This Security Instrument secures to Londor (a) the repayment of the debt evidenced by any Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with inferest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Botrower's covergants and agreements under this Security Instrument and the Note. For this purpose, Borrower doos bereby mortgage, grant and covery to Lender the following County, Blinois described property located in 

Itam #1 14-05-104-015

which has the address of

60660

ILLINOIS SINUS FAMILY FRMATHLING UNIFORM INSTRUMENT Form 3014 9/90

67(K) 1946)

Minora

Amended 6/81

VERY MONTOLAND FORMS - 40004-21 1181

1356 WEST ROSEMONT #1, CHICAGO (tip Code) ("Property Address");

(SCOOL, CH)).



**建**集化设备 1.2%

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unoncumbered, 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.

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Horrower 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 a 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 hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragram 3, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, cultert and hold Funda in an amount not to exceed the maximum sensing a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funda sets a lenger amount. If so, Lender may, at any time, collect and hold Funda in an amount not to exceed the lesser amount. Lender may estimate the amount of Funda due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the excess funds held by Lender at any time is not sufficient to pay the Escriw Items 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 an key up the deficiency in no more than twelve mentally payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refined to Borrower any Funds 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 larger under paragraphs t and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and tast, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Horrower shall pay these obligations in the manner provided in paragraph 2, or if not paid 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, florrower shall promptly furnish to Lender 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 mainer acceptable to Leuder; (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 Property is subject to a lien which may attain priority over

Furm 5014 W/M

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.

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 florrower subject to Lender's approval which shall not be unreasonably withhold. If Borrower fails to maintain coverage described above, Lender may, at Lender's approve, 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.

Lander may make proof of loss if not made promptly by Borrower.

Unless Lender and Horrewer 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 shandons 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments inferred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Londer, 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

intineduately prior to the acquisition.

1.1

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Loaneholds. Horrower shall occupy, establish, and use the Property a) Porrower's principal residence within sixty days after the execution of this Security lestrument and shalf continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Londer otherwise agrees in wr and, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are buyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste to be Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith judgment could result in forfeitute of the Property or otherwise materially impair the lien created by this Society in Trument or Lender's society interest. Borrowei 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 Borroyer's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security inferest. 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 Londer 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 residerice. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower sequires 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 facts to perform the covenants and represents contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in for Property (such as a proceeding in hankruptcy, probate, for condemnation or forfeiture or to enforce taws or regulations), then 'ender 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 resonable 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 precisions 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

Form 3014 9/90

obtain coverage substantially equivalent to the mortgage insurance previously in offect, at a cost substantially equivalent to the cost to Horrower of the mortgage insurance previously in affect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Horrower when the insurance coverage lapsed or ceased to be in effect. Lander will accept, use and retain these payments as a loss reserve in lieu of inortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lander required) provided by an insurer approved by Lender again becomes available and is obtained. Horrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Horrower and I ender or applicable law.

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

florrower 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 shall be paid to I ender.

In the event of a total taking of the Property, the proceeds shall be applied to the some secured by this Security Instrument, whether or not then also, with any excess paid to iterrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless iterrower and Lender otherwise agree in writing, the sums secured by this flocurity 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 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 in less than the amount of the sums secured immediately before the taking in less than the amount of the sums secured immediately before the taking in less than the amount of the sums secured immediately before the taking in 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 florrower, or f, after notice by Lender to florrower that the condemnor offers to make an award or settle a claim for damages, florrower ratio to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds of its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then disc.

Unless Lender and Horrower 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 persurable 1 and 2 or change the amount of such payments.

11. Burrower Not Released; Furheurance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time by payment or otherwise modify amortization 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 forbearance by Lender in exercising any right or rounch shall not be a waiver 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 Hostower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Horrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to moreouser, grant and convoy that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally subjected to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may agree to extend, modify, forhear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from florrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

Form 3014 9/90

Londer's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Trainfer of the Property or a Beneficial Interest in Borrower. It 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 accured 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 florrower 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 Horizover must pay all sums secured by this Security Instrument. It Proposer fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

permitted by this Society distriment without further notice or domand on Hortower.

18. Horrower'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 faw 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 wider this Security Instrument and the Note as it 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 attoriesys fees; and (d) takes such action as Lender may reasonably require to assure that the ben 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 accurred breathy shall remain fully effective as it 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 Lord 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 stormwer. A sale may result in a change in the entity (known as the "Lord Servicer") that collects monthly payments due under the Flore and this Security Instrument. There also may be one or more changes of the Lord Servicer unrelated to a sale of the Note. It done is a change of the Lord Servicer, floreower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and saldress of the new Lord Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law

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20. Higherhom Substances. Horrower shall not cause or permit the presence dest disposal, stringe, or release of any Hazardona Substances on or in the Property. Borrower shall not do, nor allow anyour class 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 Hazardona Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Horrower shall promptly give Lender written notice of any investigation, claim, demand, lawself or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or finvironmental Law of which florrower has actual knowledge. If florrower learns, or is notified by any governmental or regulation of any Hazardous Substance affecting the Property is nocessary, florrower small promptly take

all necessary remodul actions in accordance with Environmental Law

As used in this paragraph 20, "Hazardons Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, herosene, other flammable or toxic petroleum products, loxic penticides and herbicides, volatile solvents, materials containing asliceties or formulabilities, and radioactive materials. As used in the paragraph 20, "Invironmental Law" means federal laws and laws of the periodiction 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

Form 3014 8780

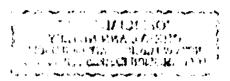
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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 36 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property

24. Riders to this Security Instrument.	If one or more ridens a	re executed by Bor	rower and recorded	l together with this
Security Instrument, the covenants and agreeme		•		
the covenants and agreence of this Security li	natrument as if the rider	(x) were a part of th	us Socurity Instrum	ent.
[Check applicable hox(ee)]				
Adjustable Rate Rider Graduated Payment Rider Balloon Rider VA Rider	Condominium Rider Planned Unit Develo Rate Improvement F Other(s) [specify]	opmoni Rider 🛴	1-4 Family Ride Biweekly Payme Second Home R	nt Rider
BY SIGNING BELOW, Borrower accepts	undercos to the terms	s and covenants cos	named in this Secu	rity instrument and
in any rider(s) executed by florrower and recon	ded with 1).		ن سسد	
Witnesses:	$\tau \sim 2$			market.
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STATE OF ILLINOIS,	COOK	County s		
that ANTONIO CAMPO and HILDA YOUR  (A) And with the country	" (A)		said coulety studistat i be the same person	
subscribed to the foregoing instrument, appeare				THRY
signed and delivered the said instrument as		•	pe assisting barbosi	
Given under my hand and official scal, the	a 13th day	y pl Octobe:	* 50 \	1995 .
	(	( ) ( ) and and		State & - state and dark also state of the s
My Commission Expires:	William North	and the Addition of the	Same for the first	aw io io w riby stant) a mimitri ii Succept alb
OFFICIAL BE CHEST, AND NO NORAH WILL BEST NY COMMINICE STREET		( )		



UNIT NO. 1356-1 IN ROPHWOOD CONDOMINION AS DULINGATED ON A BURVEY OF THE FOLLOWING DESCRIBED REAL METATE:

LOT 35 BLOCK 4 IN BROCKHAUSEN AND FINCHER'S FIRST ADDITION TO EDUMATER, MEING A SUBDIVISION OF THE NORTH TO SODE OF THE EAST 1/2 OF THE HORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 HORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IN ATTACHED AS EXHIVET 'A' TO THE UNCLARATION OF COMMONINUM RECORDED AS DOCUMENT STREET, TOGETHER WITH ITS UNDIVIDED PRECERTAGE INTERRET IN THE COMMON SLENESTS, IN COOK COUNTY, THANGES.

Property of Cook County Clerk's Office

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#### ADJUSTABLE RATE RIDER town #1 206924031

(1 Year Treasury Index - Rate Capa)

THIS ADJUSTABLE RATE RIDGE is made thin 13th day of October , 1995, and is incorporated into and shall be deemed to amond 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 Hierower's Adjustable Eate Note (the "Note") to

ASSOCIATED FINANCIAL SERVICES, INC

(the 'l ender') of the same date and covering the property described in the Security Instrument and located at:

1356 WEST ROSEMONT #1, CHICAGO, ILLINOIS 60660 (Property Address)

THE MOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORNOWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORNOWER MUST PAY.

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

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

The Note provides for an initial interest rate of 7.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

(A) Change Dates

The interest rate I will pay may change us the first day of November , 1996 , and on that day every 12th month thereafter. Each date on which my interest also 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 majority 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 which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Charges

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

percentage point(s) ( 3,000 %) to the Current

Index. The Note Holder will then round the result of this addition to the nearest one-nightir 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.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Eingle Family - Fennie Mae/Freddie Mag Uniform Instrument

Page 1 of 2

8328 #194103

SAM HORTGAGE FORMS (INCOME) 1201

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I ain 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 %. 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 twelve months. My interest rate 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 change again.

(F) Notice of Changes

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

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

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

Trunsfer 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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural purson) without Londor'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 Londor 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 Londer to evaluate the intended transferoe as if a new loan were being made to the transferoe; and (b) I ender reasonably determines that Lorder'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 Londor.

To the extent permitted by applicable law, Lende may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferre to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all his 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 Lander releases forrewor in writing.

If Londor exercises the option to require immediate payment in full, Londor shall give florrower 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 Horrower must pay all sums secured by this Security first ment. If Borrower fails to pay these sums prior to the expersion of this period, Londor may invoke any remedica privated by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and	l agiren	to the terms	and covenants	contac	jed in thi	n Adjuetable
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Loan # 1003212

#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM 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 Note to

#### ASSOCIATED FINANCIAL SERVICES, INC

(the "Lender")

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

1356 WEET ROSEMONT #1, CHICAGO, ILLINOIS 60660

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

#### ROSEWOOD

[Name of Condominum Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holids 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 eachtion to the covenants and agreements made in the Security Instrument, Borrower and Lender further coverant and agree as follows:

- A. Condominium Obligations. Borrowe 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 Condominum 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 nazimly 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 in more coverage on the Property is deemed satisfied to the extent that the required coverage in provided by the Corners Association policy.

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

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

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

MULTISTATE CONDOMINUM RIDER-Single Ferrily Fairnie Mac Freddle Mac UNIFORM INSTRUMENT

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

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior

written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by five or other casualty or in the case of taking by condomisation or entirett domain;

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

benefit of Leader;

(p.) termination of professional management and assumption of self-management of the Owners Association, or

(iv) any action which would have the offect of rendering the public liability insurance coverage

maintained by the Owners Association unacceptable to Lander.

F. Remedies, If Bor over does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph I shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, those 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

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