

# UNOFFICIAL COPY

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# 95816363

DELIVER TO  
BOX 166

Prepared by  
MARY HARRIS  
800 BURR RIDGE PKWY  
BURR RIDGE, IL 60521-6406

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

MORTGAGE

5001049502

ADJUSTABLE RATE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 27, 1995 The mortgagor is

THERESA A DALLA VALLE, DIVORCED AND NOT SINCE

REMARRIED

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

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 4192 S. ARCHER AVE., CHICAGO, ILLINOIS 60632

FORTY SIX THOUSAND DOLLARS & NO CENTS

Dollars (U.S.) 46,000.00

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 NOVEMBER 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

AS PER ATTACHED LEGAL DESCRIPTION RIDER

PIN # 03-32-101-042-1015

LIC# 47-3050912

MAILING ADDRESS OF THE MORTGAGEE FOR PURPOSES OF ALL NOTICES UNDER THE  
CONDOMINIUM PROPERTY ACT IS: STANDARD FEDERAL BANK FOR SAVINGS  
4192 S ARCHER AVE., CHICAGO, IL 60632  
which has the address of 110 DUNTON #3F Street City

Illinois 60005

Zip Code ("Property Address")

ARLINGTON HEIGHTS

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ILLINOIS Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9-90

Amended 5-91

2008BIRI MC2

Form 3014-9-90



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This Security Instrument, if it under determines that any part of the Property is subject to a lien which may attach prior to the commencement of the lien, or (c) sears from the holder of the lien an agreement satisfactory to Lender authorizing the lien to be, or (d) agreed, without notice of the lien in, legal proceedings which in the Lender's opinion operate to prevent the returning to the payee of the obligation secured by the lien in a manner acceptable to Lender, (b) contains in good faith the lien returning to the payee of the obligation for which this Security Instrument is given; (c) agrees in

Borrower shall promptly discharge for him which has priority over this Security Instrument unless Borrower (i) agrees in

it Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts acknowledging the payments

to the person and place specified. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph

in the event of loss or damage to the property described in paragraph 2, or if not paid in full payment, Borrower shall pay down to the Lender the amount of damages or ground rents, if any. Borrower shall pay

which may occur after this Security Instrument, and thereafter pay such of ground rents, if any, Borrower shall pay

it, changes, taxes, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property

which to recover said taxes, Borrower to pay all taxes, assessments, charges, fees and impositions attributable to the Property

and (2) shall be applied first, to any prepayment charges due under the Note, second, to amounts paid or under paragraphs 2

3, application of Premiums, unless applicable law provides otherwise, all premiums received by Lender under partnerships

this Security Instrument

of the Property, shall apply any funds held by Lender at the time of acquisition of all or a part of the same owned by

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of all

Funds paid account in full of all sums received by this Security Instrument, Lender shall promptly refund to Borrower any

unpaid monthly premium, or Lender's sole discretion.

If the excess Funds in accordance with the requirements of applicable law, if it is a source of the Funds held by Lender at any

time is not sufficient to pay the current taxes when so notify, Lender may so notify Borrower in writing; and, in such case Borrower

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency to no more than

one-half day to Lender the amount necessary to pay the deficiency. Lender shall give to Borrower

any applicable law requires interest to be paid, Lender shall do so as required by law provided otherwise. Lender is entitled to receive an

amount by Lender exceeding the amounts permitted by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted by this Security Instrument, Lender shall account for the amounts

owed to the Funds as made. The funds are pledged as additional security for all sums received by this Security Instrument.

Without delay, on annual accounting of the Funds, showing credits and debits to the Funds and the proceeds for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,

any applicable law requires interest to be paid, Lender shall do so as required by law provided otherwise. Lender is entitled to receive an

amount by Lender in connection with this loan, unless otherwise charged for an one-time charge for an independent real estate tax reporting service

a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

or entity holding the Property, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

allowable items Lender may not charge Borrower to pay holding and applying the Funds, annually, during the existence of the

Security Instrument, if Lender is such as to any federal Home Loan Bank, Lender shall apply the Funds to pay the

including Lender, if Lender is such as to any federal agency, including, but not limited to a federal agency, instrumentality, or entity

The Funds shall be held in an account which applies to the Note, or otherwise with applicable law.

Excess items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

as a lesser amount if, so, Lender may, at any time, collect and hold funds to an amount no to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 261 et seq. ("FESA"), unless earlier law than applies to the Funds

related mortgage loan or security for Borrower's certain account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a Lender for a federally

provided means of payment for the period in which funds are held and collected, or any other period, in accordance with

the provisions of FESA, in lieu of the payment of monthly insurance premiums. These items are called "Extra items."

in any: (c) carry average insurance premiums, if any, and (d) any sums payable by Borrower to Lender, in accordance with

or toward items on the Property, if any; (e) ready hazard or property insurance premiums; (f) ready flood insurance premiums;

and assessments which may affect priority over this Security Instrument as a lien on the Property; (g) ready leak hold payments

Lender on the day usually payable under the Note, until the Note is paid in full, a sum ("Funds") for (a) safety taxes

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to

protection of and interests on the debt evidenced by the Note and any prepayment and late charges due under the Note.

3. Payment of Premium and Interest: Premium and Late Charge, Borrower shall promptly pay when due the

LENDER AND BORROWER, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform covenants for the mutual use and non-uniform covenants with limited

variations by jurisdiction to constitute a uniform security instrument covering real property.

and will defend successfully the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property to Lender and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

together with the Borrower to have fully accounted and has the right to mortgage.

All of the foregoing is referred to in this Security Instrument as the "Property."

Guarantors now or hereafter a party to the property. All replacements and additions shall also be covered by this Security

Instrument. All rights and interests now or hereafter created on the property, and all easements, appurtenances, and

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If 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 30 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 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, 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

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or any other address. Borrower designates by notice to Lender, any notice to Lender shall be given by first class mail to it by first class mail unless otherwise directed in writing. The notice shall be delivered to the Property Address specified above 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 to Borrower. Lender may choose to make this record by reducing the principal amount under the Note or by mailing a direct payment to Borrower. Lender may choose to make this record by reducing the principal amount under the Note or by mailing a direct payment to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be reduced to loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limit, then: (a) any such loan charge shall be collected to the permitted limit and the loan charge will be removed or offset from the account to be collected in connection with the final bill in finally interpreted so that the balance charged is subject to a loan which has maximum loan charges.

15. Loan Charges. If the loan secured by this Security Instrument is subject to a loan which has maximum loan charges, make any additional payments with regard to the terms of this Security Instrument or the Note which shall be computed

according to this Security Instrument, and (c) excess (that Lender and any other Borrower may have to exceed, already), together or Borrower's interest in the Property under the terms of this Security Instrument (b) is a permanent, obligation to pay the sum's instrument but does not exceed the Note: (i) is co-signing this Security Instrument only to make up, clear and concise) that a assignment of all Borrower's assignments and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and be held liable to the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument which binds and Lender shall be liable for payment of such assessments and assessments of this

estate of any right or remedy.

16. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-signers and assessments of this successors in interest. Any notice made by Lender in recording any right or remedy shall not be a waiver of or preclude the collection procedures available by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest and any successor in interest of Lender to collect any for pre-arranged modification or reorganization not operate to release the liability of the original Borrower or Borrower, successors in interest Lender shall not be required to make any payment to Lender if the sum's secured by this Security Instrument remains to Lender to any successor in interest of Borrower shall be apportioned among them according to their proportion of the sum's due.

17. Borrower Not Released; Forfeiture by Lender; Not a Waiver. Execution of the note for payment of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or be applied to the due date of the monthly payments referred to in paragraph 1 and 2 of clause 12 of this note of such payments.

Lender is authorized to collect and apply the proceeds of any other note than one based on the note of the Property; or to the sum's secured by this Security Instrument, whether or not the same are due.

If the Property is abandoned by Borrower, or if after notice to Borrower that the considerate offer to make an assignment to another and Lender after a reasonable time to pay off the note due.

18. Creditor's Right to Take Possession of Any Part of the Property. or for conveyance in trust of ownership, at his/her disposal and any conveyance of other title to the Property. The proceeds of any part of the Property, or for claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specially requested because of the inspection.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give reasonable notice or other reasonable and Lender of inspection before the inspection.

the premises required to maintain adequate insurance in effect, or to provide a loss recovery, until the requirement for mortgage shall be paid to Lender by an insurer approved by Lender, at the option of Lender, if mortgage insurance coverage in the amount and for the period payments and no longer be required, at the option of Lender, at the option of Lender, if mortgage insurance coverage in the amount and for the period be in effect. Lender will accept the insurance coverage previously paid by Borrower unless the insurance coverage is paid to Lender in full by Borrower at the earliest available date. If Lender pays to Lenders each month a sum equal to one-half of the yearly insurance premium paid by Borrower at the earliest available date, Lender will accept the insurance coverage previously paid by Borrower at the earliest available date. From an alternate mortgage insurer appointed by Lender, if the insurance coverage is paid to Lender in full by Borrower at the earliest available date. If

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower if Lender which ever is 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 (1) 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 for it 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 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 by entry of judgment enforcing this Security Instrument. These conditions are that Borrower has paid Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, cures any default of any other covenants or agreements, (c) pays off expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's 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 Servicer.** The sale of a partial interest in the Note or either with this Security Instrument may be made 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 for the payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer assigned 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 that not prior to acceleration under paragraph 17 unless

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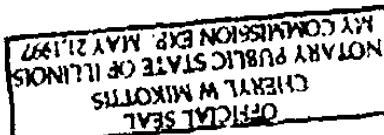
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Form 3014 9-90

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Form 3014 9/80

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My Commission Expires:

Given under my hand and official seal this 27th day of OCTOBER 1995  
Signed and delivered to me and instrument as her  
Subscribed to this foregoing instrument, appeared before me this day in person, and acknowledged that  
Personally known to me to be the same as  
Property of Cook County Clerk

REMARDED

STATE OF ILLINOIS, *L. + M. S. S.* *Theresa A. Dallas-Valle*  
County of *Cook*, DIVORCED AND NOT SINCE  
Married *July 12, 1982* *Theresa A. Dallas-Valle*  
COOK  
Court of *Family* *Divorce*  
Bona fide *(Seal)*

Bona fide *(Seal)*  
Bona fide *(Seal)*  
Bona fide *(Seal)*

BY SIGNING BELOW, Borrower does all agree to the terms and conditions contained in this Security Instrument and  
in any manner executed by Borrower and recorded with the  
Register of Deeds.

Check applicable boxes:  
 Adjudicative Rate Rider  
 Standard Rider  
 Biweekly Payment Rider  
 Biweekly Interest Rider  
 Standard Lmt Development Rider  
 Rate Impaired Rider  
 (adversary) Lawyer  
X  *Theresa A. Dallas-Valle*

Securities Instruments, if one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the securities and agreements of each such rider shall be incorporated into and shall amend and supplement  
the securities and agreements of this Security Instrument as if the rider were a part of this Security Instrument.

23. Waiver of Homecheck. Borrower waives all right of homecheck exception in the Property.  
Without charge to Borrower, Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument;  
including, but not limited to, reasonable attorney fees and costs of little evidence.

21. Recession. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums  
upon execution of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on  
impartial Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The holder shall further  
(d) shall failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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## LEGAL DESCRIPTION RIDER

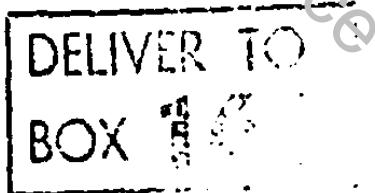
### PARCEL 1:

Unit 3F as described in survey delineated on and attached to and a part of a Declaration of Condominium ownership registered on October 12, 1971 as Document Number LR 25,864,99. An undivided 2.7% interest (except the units delineated and described in said survey) in and to the following described premises: Lots 2 and 3 in Sigwalt's Subdivision of the North 1/2 of the West 1/4 acres of the North 30 acres of the West 1/2 of the Northwest 1/4 of Section 32, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

### PARCEL 2:

The South 2 chains of the North 4.25 chains of the East 2.50 chains of the West 10 chains of the West 1/2 of the Northwest 1/4 of Section 32, Township 42 North, Range 11, East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to Declaration made by LaSalle National Bank, a National Banking Association, not personally, but as Trustee under Trust No. 39135, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. E1,663,600, and registered in the Office of the Registrar of Titles of Cook County, Illinois as Document No. LR 25,864,99; together with an undivided 2.7% interest in said parcel (excluding from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and surveys); also together with an exclusive easement for parking purposes in and to Parking Space No. P-22 as defined and delineated in said Declaration and surveys, all in Cook County, Illinois.

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Property of Cook County Clerk's Office

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5001049502  
ARM PLAN NO. 0033

# **ADJUSTABLE RATE RIDER**

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27TH 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

**STANDARD FEDERAL BANK FOR SAVINGS**

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

110 DUNTON #3F ARLINGTON HTS IL 60005  
[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 7.250% the interest rate and the monthly payments, as follows:

#### **4 The Note provides for changes in**

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

#### (A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER 1, 2000, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Charge 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 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 **.280 AND THREE QUARTERS** percentage points (**.275%**) 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.

Form 3111385

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Form 3111-3/66

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Borrower

(Seller)

Borrower

(Seller)

Borrower

(Seller)

Borrower

(Seller)

THREBASA A DALLA-VALLE



BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Addendum  
Rate Rider

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of unless prior to the expiration of this period, Lender may invoke any condition contained by this Secured Instrument which Borrower must pay all sums accrued by this Secured Instrument if Borrower fails to pay the acceleration. The notice shall provide a period of not less than days from the date the notice is delivered or unless Lender releases Borrower in writing.

In this Secured Instrument, Borrower will continue to be obligated under the Note and this Secured Instrument in Lender and his obligates the transfer to keep all the promises and agreements made in the Note and acceptable to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is consistent to the original assumption. Lender may charge a reasonable fee as a condition to Lender's

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's Secured Instrument to acceptible to Lender that is acceptable by the loan assumption and that the risk of a breach of any covenant in this Secured Instrument will not be imposed by the loan assumption and that the risk of a breach of any covenant in transfer as it is now loan were being made to the transferee, and (c) Lender reasonably determines that Lender's option to (a) Borrower uses to be qualified to Lender's instrument required by Lender to calculate the intended operation of (b) Borrower before the date of this Secured Instrument Lender also shall not exercise this exercise is prohibited by federal law or state security instrument. However, this option shall not be exercised by Lender if full of all sums accrued by this Secured Instrument. However, this option shall not be exercised by Lender in natural person without Lender's written consent. It is option requires immediate payment in full or a sold or transferred to a third party in a bona fide intent in Borrower is sold or transferred and Borrower is not a transfer of the property or a beneficial interest in Borrower; if all or any part of the property or any

Transfer of the property or a beneficial interest in Borrower to a third party in a bona fide intent in Borrower; if all or any part of the property or any

(Minimum Covenants) 17 of the Secured Instrument is intended to read as follows:

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

The Note Holder will deliver to me the title and telephone number of a person who will answer my question if any, has a regarding given me and the title and telephone number of a person who will answer my question if any, has a regarding my beneficiary before the effective date of any change. The notice will include information required by law to be taken of my

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my

the notice

(E) Notice of Change  
Any increase in interest rate will become effective on each Change Date. I will pay the amount of my monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Effective Date of Changes  
The proceedsing twelve months, my interest rate will never be greater than 13.250 %

any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for less than 5.250 %. The result, my interest rate will never be increased or decreased on

The interest rate I am required to pay at the first Change Date will not be greater than 9.250 %

(G) Limits on Interest Rate Changes  
The Note Holder will 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 following date at my new interest rate

The Note Holder will 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 following date at my new interest rate

# UNOFFICIAL COPY

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27<sup>TH</sup> 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

STANDARD FEDERAL BANK FOR SAVINGS  
4192 S. ARCHER AVE., CHICAGO, ILLINOIS 60632 (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

110 DUNTON #3F

ARLINGTON HCTS IL 60005

[Property Address]

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

ROYAL DUNTON

(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 timely 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.

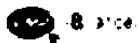
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security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

95816363

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

Form 3140 9/90



FANNIE MAE/MORTGAGE BACKED SECURITIES



# UNOFFICIAL COPY

Form 3140 9/90

9581383

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

THERESA A CALIA-VALLE



Rider  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Note  
Lender to Borrower requesting same.

5. Remedies, if Lender does not pay condonendum dues and assessments when due, then Lender may pay  
mailed by the Contractors Association unacceptable to Lender  
any action which would have the effect of rendering the public liability insurance coverage  
available to Lender;

6. termination of professional management and assumption of self-management of the Owners  
benefit of Lender;  
(ii) any amendment to any provision of the Conditional Documents if the provision is for the express  
taking by condominium or unit domain;

(i) the abandonment or termination of the Conditional Project, except for abandonment or  
written consent, either partition or subdivision the Project or consent to:

E. Leader's Project Consent, Borrower shall not, except after notice to Lender and with Lender's prior  
provided in Exhibit C overruled.

D. Compensation, the proceeds of any award or claim for damages, direct or consequential, payable to  
Borrower in connection with any condemnation or taking of all or any part of the Property, whether or the  
unit or of the common elements, or for any convenience in lieu of condominium, 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 Exhibit D.