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Style 439221

DELIVER TO
BOX 166

95822152

Prepared by:
DEBORAH J. MCSHANE
400 BURR RIDGE PKWY
BURR RIDGE, IL 60521-6486

DEPT-H1 RECORDING 141.00
148091 TRAN 1009 11/19/95 09:13:00
02461 4 JPM *-93-622152
COOK COUNTY RECORDER

MORTGAGE
ADJUSTABLE RATE

THIS MORTGAGE ("Security Instrument") is given on

NOVEMBER 10, 1995

The mortgagor is

KAREN M. LATZKO AND JOHN S. TOKARSKI, HER HUSBAND

("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

Lender). Borrower owes Lender the principal sum of ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED DOLLARS & NO CENTS Dollars (U.S. \$ 168,700.00).

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 DECEMBER 1, 2010. 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

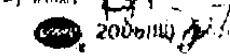
COOK County, Illinois:
UNIT 406B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE
COMMON ELEMENTS IN WATERFORD PLACE CONDOMINIUM, AS DELINEATED AND
DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 95356483, AS
AMENDED BY DOCUMENT NUMBER 95691428, IN PART OF THE NORTHWEST 1/4 OF
SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #09-36-111-003-0000

which has the address of 400 SO NORTHWEST HWY #406B
Illinois 60068 Zip Code ("Property Address")

PARK RIDGE [Street, City]

ILLINOIS Single Family FNMA FHLMC UNIFORM
INSTRUMENT Form 3014 9-90
Amended 5-91



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However, still prominent disparities are seen within this property, over this security instrument under different tenures.

4. The person or persons who own the Property shall pay all taxes, assessments, charges, rates and impositions attributable to the Property which may affect the Property, and shall defend the same against all claims and demands.

Application of the terms: Each applicable law provides otherwise, all payments received by Lender under agreements

Upon payment in full of all sums secured by this Security Instrument, I under seal hereby release and discharge the Secured Lender from all liability for the payment of the sum or sums secured by this Security Instrument.

If the funds held by Landor exceed the amounts permitted to be held (1), applicable law, Landor shall account to Boltzweier for the excess funds in accordance with the requirements of applicable law.

LITHIUM CARBONATES. Boronwater and boraxeder contain and agree as follows:

RENTER WILL all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements and appurtenances shall also be covered by this Security Agreement.

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in this Security Instrument, Lender may give Borrower a notice identifying the hen. Borrower shall satisfy the hen 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 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 advise 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 to 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 hen 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 hen 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 hen 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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16. **Sources:** Any failure to deliver or return a paper or assignment prior to its due date will result in a grade of zero for that assignment.

and that a majority interpreted it in this way as intended by this section. Moreover, it is submitted to a law which sets a maximum loan charge of

17. Successes and assessors should find and reward the awarders and achievements of this category. Instruments should find and reward the assessors and achievements of this category.

If the Borrower or the Sureties named in a Written Instrument of the kind set forth in Item 10 of Schedule Four hereto fail to pay the amount of indebtedness of the kind set forth in Item 10 of Schedule Four hereto, the Lender may, in addition to any other remedy, sue for the payment of the same in any court of record.

accused by the Security Institute, whether or not he did.

If the Property is abandoned by the lessor, or if, after notice by landlord to lessee, the lessor remains silent, the lessor may offer to make a claim for damages, however, less to respond to further written demands after the date the notice is given.

Secondly, shareholders' interests before the listing, unless betterment and leadership objectives are achieved by the same secured by the Securities Exchange Commission, unless the listing is aimed to expand the market or to facilitate more effective use of the same, the same secured by the Securities Exchange Commission will be applied to the same secured by this Section.

In the event of a total taking of the property, the proceeds shall be applied to the sum so saved by this second instrument.

(ii) **Condemnation:** The proceeds of any award or claim for damages, paid or condemned, in connection with a condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to

9. Inspection. Landlord or his agent may make reasonable inspections upon and inspections of the Property. Landlord shall give reasonable notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

obtain an average subsistence quota under the insurance previously in effect, at a cost substantially equivalent to that to formerholders of the mortgage insurance previously in effect, or to provide a less expensive, until the regulation of the premiums required to maintain insurance in effect, so as to insure a moderate premium paid by formerholders shall be limited to the option of 1 cent, if moderate insurance coverage can be obtained and is obtained. Borrower shall pay premiums which no longer be required, at the option of 1 cent, if moderate insurance coverage can be obtained and is obtained, and for the period

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable 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 Note is a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON ENFORCEABLE 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

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Page 8 of 9 Form 3014 9/90

My Commission Expires
January First of 1995
My Commission Expires 1995

OFFICIAL SEAL

Given under my hand and official seal, this 10TH day of NOVEMBER, 1995,
signed and delivered the said instrument, affixed hereto this day in person, and acknowledged that
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person whose name is written above.

My Commission Expires
January First of 1995
My Commission Expires 1995

THE UNDERSIGNED,
STATE OF ILLINOIS, C. S. 14
KAREN M LATZKO AND JOHN S TOKARSKY, HER HUSBAND
(County of) COOK
Borrower (Sole)
WITNESSES
in my (their) capacity as Borrower and record holder of the
BY SIGNING BELOW, Borrower agrees and agrees to the terms and conditions contained in this Security Instrument and
the documents and agreements of each note under which it
severely injures or the securities and agreements of each note under which it
24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with the
other documents and agreements of each note under which it
will bear the charge to Borrower. Borrower shall pay any reasonable costs.
22. Release, if given payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21. Indorse, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
provided by this Security Instrument without further demand and may foreclose this Security Instrument by judgment
or before the date specified in the note, Lender, at its option, may require immediate payment in full of all sums
more expensive than the default or sum after default of the note to recover and foreclose. If the default is not cured in
time or before the date of the default to recover and foreclose, Lender may sue for the amount of the note plus interest
20. Borrower of this Security Instrument, foreclosing by judgment proceeding and sale of the Property, The note shall further
be cured by this Security Instrument by judgment proceeding and sale of the Property. The note shall further
(d) that failure to cure the default on or before the date specified in the note may result in acceleration of the sum
(e) a date, not less than 30 days from the date the note is given to Borrower, by which the default must be cured and
applicable law provides otherwise). The note shall specify: (a) the default; (b) the action required to cure the default;

KAREN M LATZKO AND JOHN S TOKARSKY
Karen M Latzko

6822152

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 10TH day of NOVEMBER, 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:

400 S. NORTHWEST HWY #406B PARK RIDGE IL 60068

[Property Address]

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

WATERFORD PLACE / BUILDING "B"

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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Form 3140 9/90

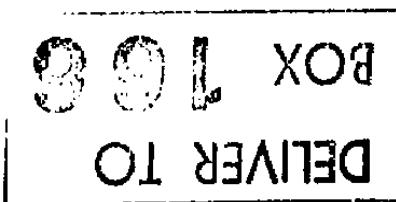
Lender
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

JOHN S. TORKASIS
KAREN M. TORKASIS
11/22/11
11/22/11



BE SIGNED BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Note.

Lender to Borrower requesting payment.

By the Security Instrument, Lender and Lender agree to other terms of payment, with interest, upon note from them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security Instrument. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.

E. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.

(a) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

Assumption of the termination of professional management and assumption of self-management of the Owners

benefit of Lender.

(b) Any amendment to any provision of the Conditional Documents if the provision is for the express

request by Lender or if it creates a domain.

(c) The abandonment or termination of the Conditional Documents Project, except for abandonment or

abandonment, either partial or absolute the Property or consent to

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

consent, either partially or completely the Property or consent to

E. Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as

paid to Lender, or for any conveyance in lieu of condemnation, are hereby assigned and shall be

part of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the

condemnation. The proceeds of any award or claim for damage, direct or consequential, payable to

95822152

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5001049539

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 10TH day of NOVEMBER, 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

400 SO NORTHWEST HWY #406B PARK RIDGE IL 60068
(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 MONTE CARLO PAYMENT CHANGES

The Note provides for an initial interest rate of 7.125% per annum, the interest rate and the monthly payments, as follows:

4. The Note provides for changes in

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(v) Change Dates

The interest rate I will pay may change on the first day of DECEMBER 1, 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 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 **THREE QUARTERS** percentage point(s) (1.25%) 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.

201P 822B 9.09 02

1980 MORTGAGE FORMS 18001521-1291



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Form 3111-3/86

depositor
lender
(Seal)

borrower
(Seal)

borrower
(Seal)

borrower
(Seal)

JOHN S TOKARSKI

KAREN A LATZKO

BOX 166
DELIVER TO

BY SIGNING THIS FORM, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration without further notice or demand on Borrower, subject to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument prior to the time that Borrower has paid all sums accrued by this instrument. If Borrower fails to pay these sums within thirty days after notice of non-payment less than ten days from the date the notice is delivered or acceleration, Lender may also require the transferor to sign an assumption agreement that is acceptable to Lender and that obligates the transferor in writing.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's acceptance of the loan assumption. Lender may also require the transferor to keep all the amounts and agreements made in the Note and accompanying instruments, the original note and all other obligations of the transferor to Lender, in full force and effect notwithstanding this assignment.

This Security Instrument is acceptable to Lender and that the risk of a breach of any covenant in this instrument will not be imposed by the loan as to the transferor and that the transferor is responsible as if a new loan were being made on the transaction; and (d) Lender reasonably determines that Lender's option to do whatever it deems necessary to collect information required by Lender to evaluate this exercise is prohibited by this Security Instrument. However, this option shall not be exercised by Lender if full or all sums accrued by this Security Instrument. Lender may, at its option, require immediate payment in full of a person without Lender's prior written consent. Lender may, at its option, require immediate payment in full or all or part of the property or a beneficial interest in Borrower's real or personal property or any interest in it as sold or transferred to it by Borrower, if Lender is not a natural person.

Transfer of the property or a beneficial interest is intended to read as follows:

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

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

(D) Notice 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 available payment date after the Change Date until the amount of my monthly payment changes again.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.125%.

Any single Change Date by more than two percentage points (2.00%) from the rate of interest I have been paying for less than 12 months will never be greater than 9.125%.

The limits on interest Rate of Changes in substantially equal payments. The result of this calculation will be the new amount of my monthly payment upon principal that I am expected to owe at the Change Date to total on the Monthly Date at my new interest rate in substantially equal payments.

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 to total on the Monthly Date at my new interest rate in substantially equal payments.

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THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS
SUCCESSIONS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT
TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND
EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE
DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND
COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID
DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID
DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

18 MORTGAGE: MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO
MORTGAGEE, ITS SUCCESSIONS AND ASSIGNS, PARKING SPACE NUMBER
F118 AND STORAGE SPACE NUMBER S17B AS A LIMITED COMMON
ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED
DECLARATION OF CONDOMINIUM.

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Property of Cook County Clerk's Office

95822152