This Instrument Was Prepared By: LESULE D BAK

When Recorded Mail To

FIRST: NATIONWIDE MORTGAGE DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-8450 COOK COURTY, ILLINOIS FILED FOR RECORD

95 JAN 17 PH 1:00

95035964

95035964

(Space Above, This Line For Recording Data)

DOC. 020

#### MORTGAGE

JANUARY 09, 1995 THIS MORTGAGE ("Security Instrument") is given on The mortgoger is KYLE PETERSEN, A SINGLE MAN AND ANDREA DICK, WILLIAM S. PINIZOW AND CYNTHIA PINIZOW, HUSBAND AND WIFE A SINGLE WOMAN AND

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

NATIONWIDE MORTGAGE CORPORATION under the laws of THE STATE OF DELAWARE WEST SACRAMENTO, CA 95605

, which is organized and existing , and whose address is 860 STILLWATER ROAD,

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

ONE HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED AND 00/100

Dollars (U.S. \$ \* \* \* \* \* \* 181, 100,00). This debt is evidenced by Borrower's note dated the same date as this Security 1 ist umont ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 01, 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 County, Illinois: and convey to Londor the following described property located in COOK

KAH 9533983 1213

- 14 - 29 - 320 - 0 18 - 0000 PERMANENT INDEX NUMBER:

which has the address of

2415 NORTH JANSSEN CHICAGO, IL 60614-0000 ("Proporty Addross");

TOGETHER WITH 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 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 soized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will delend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS 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.

**CLOSER ID: 10474** FNMA/FHEMC Uniform Instrument 3014-9/90 Page 1 of 5 10950 (805) 4/91 R - Single Family

COPY 02 OF 03

Loan # 0003472008 Copies: 1 of 3 - Return to Lender

2 of 3 - Borrower 3 of 3 - File

BOX 333-CTI

SOURCE ORGANICAL

\*\*

Property of Coot County Clark's Office

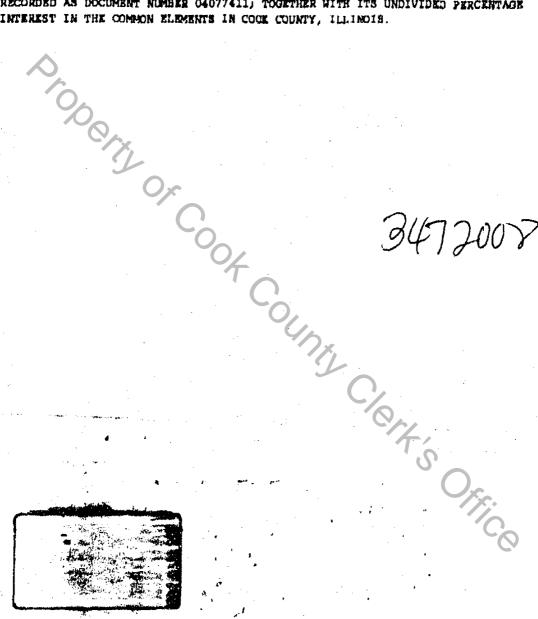
\*\*\*\*\*

UNIT 2415-B IN THE JAMSSEN MANOR CONDO HOMES, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRISED REAL ESTATE:

LOTS 30 AND 31 IN BLOCK 1 IN HARRE'S SUBDIVISION OF THE SOUTHWAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 MORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 04077411; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COCK COUNTY, ILLINOIS.

3472008



Property of Cook County Clark's Office

UNIFORM COVENANTS, Borrower and Londor covenant and agree as follows:

1. Payment of Principal and Interest; Propayment and Late Charges, Borrower 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 to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain princity over this Security Instrument as a ben on the Property, (t) yearly leasehold payments or ground rease on the Property, if any; (c) yearly hazard or property insurance premiums;(d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's oscrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Itoms 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) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unloss Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provide of erwise. 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 Londer may agree in writing, however, that interest shall be 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 delit 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 Lend - 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 amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lee ar may so notify Horrower in writing, and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency. He rever shall make up the deficiency in no more than twoive monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds hold by Lender, II, 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 resale as a credit against the sums secured by this Security Instrument.

3. Application of Paymonts, Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due u ide the Note; second, to amounts payable under paragraph 2; third, to interest due;

fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, are sements, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehol I payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Porr, wer shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amount; to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over his Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's pinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subor irrating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain provinty over 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 bereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any niverhazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the rery de 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 tails 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 mortging example. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all recilies of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Londer say make proof of loss if

not made promptly by Borrower.

Unless Londor and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of 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 Londer 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; Leasehold. 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 withhold, 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 judgement 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

CLOSER ID: 10474

FNMA/FHLMC Uniform Instrument 3014-5/90

ATM2 Page 2 of 5

L0959 (R05) 4/91 IL - Single Family

COPY 02 OF 03

Lean # 0003472008

Copies: 1 of 3 - Return to Lender 2 of 3 - Borrower

Property of County Clerk's Office

paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Londor's good faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lander'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, for rower shall comply with all the provisions of the lease. If for rower 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, II 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 bankruptey, 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' less 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 dobt 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 Leader lapses or casses to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivaled to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance proving ly in effect, from an afternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not averable, Dorrower shall pay to Lender each munth a sum equal to one twelfth of the yearly mortgage insurance promium being paid by Borre ne when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lev of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the a nount and for the period that Lender requires) provided by an insurer approved by the Lender again becomes available and is obtained, for over shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mort sare insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

notice at the time of or prior to an inspection specialing 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 confeyar ce in lieu of condemnation, are hereby assigned and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to florrower. 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 greate than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Londer otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following traction: (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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the same secured immediately before the taking, unless Barrower and Lowler otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Lastrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by London Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days After the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

Instrument, whether or not then due,

Unless Londer and Borrower otherwise agree in writing, any application of proce ds 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 such payments.

11. Borrower Not Released; Forbearance 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. Lander shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amerization 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 remedy 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 Borrower, subject to the provision of prograph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Socurity Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) to come that Lender and any other Borrower may agree to extend, modify, forbear 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 Borrower which exceeded permitted limits will be refunded to Borrower. Londer 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 Berrower 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 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 lederal 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.

CLOSER ID: 10474 FNMA/FHLMC Uniform Instrument 3014-9/90 EM1A Page 3 of 5 L0959 (R05) 4/91 IL - Single Family

Loan # 0003472008

Copies: 1 of 3 - Return to Lender 2 of 3 - Borrower

Property of Cook County Clark's Office

Ang.

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. 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 secured by this Security Instrument, However, this option shall not be exercised by Londer if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lender shall give forcewer notice of accoleration. 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. II Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Socurity

Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate, Il 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 judgement 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 occured; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to 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 occured. However, this right to reinstate shall not apply in the case of accoleration under paragraph 17.

19, Sale of Note, Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more time, without prior notice to Horrower. 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 Socurity Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale at 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 stort and applicable law. The notice wiff state the name and address of the new Loan Servicer and the address

to which payments should be made, if a notice will also contain any other information required by applicable law.

20. Hazardous Substances, Periower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrov or shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentencershall 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 Lende, or ten 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, crist rollind by any governmental or regulatory authority, that any removal or other remediation of any Hazardaus Substance affecting the Growerty is necessary, Borrower shall promptly take all necessary remediatactions in accordance with Environmental Law.

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

NON-UNIFORM COVENANTS. Borrower and Lender further never and agree as follows:

2). Acceleration; Remodies. Leader shall give notice to Borrover prior to acceleration following Borrower's breach of any covenant or agreement in this Socurity Instrument (but not prior to accoloration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the estion required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The letter shall further inform Borrower of the right to reinstate after accoloration and the right to assert in the foreclosure proceeding the non-existence of a default or any other delense of Borrower to acceleration and fornelesure. If the default is not cure con or before the date specified in the notice, Londor at its option may require immediate payment in full of all sums secures by this Security Instrument without further domand and may foreclose this Security Instrument by judicial proceeding, Lorder shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable atterneys' tees and costs of title evidence.

22, Roleaso, Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

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

24. Ridors to this Security Instrument, II one or more riders are executed by Borrower and recorded tog their with this Security
Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supply as at the covenants and
agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(ss.)

Adjustable Rate Rider Graduated Payment Rider	Condominium Rider Planned Unit Development Rider	1-4 Family Ridor Biwookly Paymont Rido
Balloon Rider Other(s) specify	Convertible Rider	Second Home Rider

Property of Cook County Clerk's Office

# 95035964

## **UNOFFICIAL COPY**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Valeten				1/9/95	5
KYLE-PETERSEN					Date
CA DICK		· ·		1/9/99	Data
					13410
WILLIAM S. PINIZOW Agan	- by Arder	ea Ack	Altoney_	In Fact	1/9/9_ Date
Crynthia Pintzon by	Andrea Di	ck A-11	arney In	Fact 1	19195 Date
700	(Spage Below It	ns Line For Acknowle	, · . · · · · · · · · · · · · · · · · ·		
			<u></u>		
STATE OF ILLINOIS	Ox (ss.		•		
COUNTY OF COOK					
I, THE UNDERSIGNED AND AN THAT KYLE PETERSEN, AND AN AND CYNTHIA PINTZOW BY ANDRE PERSONS WHOSE NAMES ARE SUBS IN PERSON, AND ACKNOWLEDGED	DREA DICK AND WIND TO THE FORTHER THEY SIGNE	LLIAM S. PIN -IN-FACTPERSO RECOING INSTR DAND DELIVE	ITZOW BY ANREA ONALLY KNOWN IUMENT, APPEAR RED THE SAID IN	DICK, HIS ATT TO ME TO BE TI ED BEFORE ME TI	Y~ (N~FACT IE SAME HIS DAY
FREE AND VOLUNTARY ACT, FOR GIVEN UNDER MY HAND A	THE USES AND PUR ND OFFICIAL SEAL	POSES THEREIN THIS 9th	** * * * * *	MUARY, 1995	*
MY COMMISSION EXPIRES:	7-96		3		
		y	NOTARY PUBLIC		
Freeze de la Parisona de Region de la Companya del Companya de la Companya de la Companya del Companya de la Co			$\mathbb{C}_{2}$		•
PART ANY HORIZONALE OF THE LANGUAGE OF THE LAN	MCpcl		O/L		
The second secon	de ferminal		S		÷
				U <sub>x</sub> .	
		•		(C)	
			-	C	

And the second s

Property of Cook County Clark's Office

#### RIDER TO SECURITY INSTRUMENT

This Security Instrument Rider is attached to and made a part of a Security Instrument (Deed of Trust, Mortgage or Deed given by the undersigned (the "Borrower") to secure Borrower's to Secure Dobt) dated JANDARY 09, 1995 Note to FIRST NATIONWIDE MORIGAGE CORPORATION

(the "Londer") of the same date and shall be deemed to amend and supplement said Security Instrument.

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

#### A. ASSOMPTION

Londor will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in interest ments the Lender's then current underwriting criteria; (ii) Borrower's successor in interest has executed a viltor assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender ar ecsumption fee in an amount requested by Londer, which shall not exceed the amount requested by Lender for similar transactions.

B. INTEREST RATE AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

INTEREST RATE AND PAYMENT ADJUSTMENTS. The Promissory Note secured by this Security Instrument contains the following provisions:

#### "3. INTEREST RATE ADJUSTMENTS

#### (A) Definitions

THE "INDEX" IS THE WEEKLY AVERAGE VIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 1 YEAR, AS PUBLISHED BY THE FEDERAL RESERVE BOARD (PUT GENERALLY NOT PUBLISHED UNTIL ONE WEEK AFTER IT IS MADE AVAILABLE). THE MOST RECENT INDEX FIGURE PUBLISHED AS OF THE DATE 45 DAYS REFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX." IF THE INDEX IS NO LONGER PUBLISHED THE NOTE HOLDER WILL CHOOSE A NEW INDEX WHICH IS BASED UPON COMPARABLE THE NOTE HOLDER WILL GIVE ME NOTICE OF THIS CHOICE. INFORMATION.

"MARGIN" The Margin is 3.000%.

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Naroin.

"INTEREST RATE" means the annual rate of interest charged on the principe bulance of the loan from

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date this Rele is executed as shown in Section 2. . .

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every [WELF]); regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Interest Adjustment Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Change Date. "PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be

effective, namely the first day of the month following each Change Date.

**CLOSER ID: 10474** 

Page 1 of 2 SRA 1

Advantage

£1117 (RO6) 8/94 NATIONWIDE

Loan # 0003472008

Copias: 1 of 3 - Lender

2 of 3 - Borrower

Property of Cook County Clerk's Office

# 95035964

# UNOFFICIAL COPY

(B) Interest Rate Adjustment:

I understand that on each Change Date, the Note Rolder shall decrease, or may at its option, increase the Interest Rate as follow. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Lean Approval Letter and in the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one eighth percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single Change Date by more than \[ \text{IW}() \] percent from the rate of interest in effect during the preceding \[ \text{IWELVE} \] months. The Interest Rate will never be more than \[ \text{II} \] \[ \text{EQ}()\forall \text{\text{\$\infty}} \]. It will never be less than 5% below Initial Interest Rate. The fact that the Note Holder may nothave invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time."

#### "4. PAYMENTS

(C) Amount of Monthly Payments.

Monthly installments of principal and interest will be due on the first day of each month. Commencing on (date set forth in the Note), my monthly payments will be U.S. \$ (amount set forth in the Note), subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will on increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the Thin Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment shall be effective on the first day of the month following each Change Date."

IN WITNESS WHEREOF, Borrower has executed this Security Instrument Rider.

Vielden KYLEPPETERSEN	1/9/95 (Soal)
KYLEPETERSEN	Date
Clih On	1/9/95 (Seal)
ANDREA DICK	Date
William & Pution by Arr	drea Dick Attorney in Fact 111195 Date
Eighthin Pintan by Andrea	Pick A Harry Infact 7/9/95 (Seal) Date
CYNTHIA PINIZÓW	Date

CLOSER ID: 10474

Advantage

Page 2 of 2 SHA 1

L1117 (R06) 8/94 NATIONWIDE

Loan # 0003472008

Copies: 1 of 3 - Lunder

2 of 3 - Borrower

Property of Coof County Clerk's Office

#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 1914—— day of JANUARY, 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 "Florrower") to secure Berrower's Note to FERST MATTONWIDE MORTGAGE, CORPORATION.

(the "Lender") of the same date and covering the Property described

in the Security Instrument and located at:

2415 NORTH JANSSEN

#B

CHICAGO, IL > 60614-0000

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

(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 Porrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security

Instrument, Borrower and Leader 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) Duclination or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall prohiptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**8. Hazard Insurance.** So long as his 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 line and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Corenant 2 for the monthly payment to Lender of

one-twelfth of the yearly premium installments for hazard insurance on the Property; and

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

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

In the event of a distribution of hazard insurance proceeds in light of restoration or impair 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 sure 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, smooth, and extent

of coverage to Lender.

- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or day 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 funder to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after conce to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

CLOSER ID: 10474

FMMA/FHEMC UNIFORM HISTROMENT 3140 9/90

Page 1 of 2 stars CRA1

L0494 (R07) 6/94 NATIONWIDE

Loan # 0003472008

Copies: 1 of 3 - Lender

2 of 3 - Borrower

Property of Court Courts Clerk's Office

till) terromatical of professional management and assumption of self-management of the Owners

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

maintained by the Owners Association unacceptable to Lender,

F. Remedies, if Borrower does not pay condominium dues and assessments when due, then Londer may pay them, Any amounts disbursed by Lender under this paragraph ( shall become additional debt of Borrower secured by the Security Instrument, Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Noto 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 Rider.

Kylte PETERSEN		1/9/95	Soal) Date
Ah DWA ANDREA DICK		1/9.	195 (Snal) Date
WILLIAM S. PINTZO	n by Arton Dil	A Havey In fact	//9/95 (Seel) Date
Cynthin Patyon	by Anchea Dick	Attorney In Tact	//4/95 (Seal)
		750	
			c. Co

Property of Cook County Clerk's Office