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11/15/94
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Form 1014 (9/90) (part of 1099)

ILLINOIS Single Family - Finance Mac-Residual Mac-ENFORM INSTRUMENT
Illinois
60068 (Zip Code)
("Property Address")

which has the address of
2200 BOUTERSE, UNIT #101 (Street)
PARK RIDGE (City)
This is a purchase money mortgage

95092385



11/15/94
11/15/94
11/15/94
11/15/94

PTN: 09-27-200-053-1001

SEE ATTACHED RIDER HERETO AND MADE A PART HEREOF

Cook County, Illinois
mortgage, grant and convey to Lender the following described property located in
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
Dollars (U.S. \$ 114,000.00). This debt is evidenced by Borrower's note dated the same date as this Security
October 1, 2000. This Security Instrument secures to Lender: (a) the repayment of the debt
-----ONE HUNDRED FOURTEEN THOUSAND AND NO/100-----
("Lender"). Borrower owes Lender the principal sum of

809 South 60th Street, Suite 210, West Allis, WI 53214
which is organized and existing under the laws of the State of Wisconsin
FIRSTSTAR HOME MORTGAGE CORPORATION
("Borrower"). This Security Instrument is given to
The mortgagor is JOAN C. LEVALLEY, divorced not since remarried
THIS MORTGAGE ("Security Instrument") is given on September 21, 1993

9880398

MORTGAGE

[Space Above This Line For Recording Data]

93901360

SMOKE OFFICE
JESSIE WHITE
COUNTY

RE-RECORDED DOCUMENT

Please re-record due to
change in Rate on Fixed/Adjustable
Rate Rider.

MAY 25 1994
FILE AUDIT
MARY PANNONZO

Prepared Lavelle 933341063

4850398
Kearney

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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 seized 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 defend 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.

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

1. Payment of Principal and Interest; Prepayment 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 of Funds for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly 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 escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If 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 Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) 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, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest 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 debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve 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 held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to 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 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 equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. 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 sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to 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 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 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or 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 provisions of paragraph 17. Borrower's covenants and agreement shall be joint and several. Any Borrower who co-signs this Security 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) agrees 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. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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Form 1004-C, 1-1-01

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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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

and Lender or applicable law

loss reserve until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower

available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a

coverage in the amount and for the period that Lender requires provided by an insurer approved by Lender again becomes

of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance

in an amount equal to or greater than the loss reserve is maintained. Lender will accept, use and retain these payments as a loss reserve in lieu

Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the

insurer approved by Lender. If substantially equal mortgage insurance coverage is not available, Borrower shall pay to

substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage

premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost

reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the Loan secured by this

payment

date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

Security Instrument. Lender and Borrower shall agree to other terms of payment, these amounts shall bear interest from the

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this

under this paragraph. Lender does not have to do so

Lender, paying reasonable attorneys' fees and entering on the Property, to make repairs, although Lender may take action

Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property.

Property such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, then

contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

to the merger in writing

of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees

Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions

the form evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the

inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with

interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or

interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security

or proceeding to be dismissed with a ruling that if Lender's good faith determination, precludes forfeiture of the Borrower's

Lender's security interest. Borrower may cure such default and reinstates, as provided in paragraph 18, by causing the action

could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or

be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment

destruction, damage or impact the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not

unreasonably withhold or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not

least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be

the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at

Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after

6. (Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

Instrument immediately prior to the acquisition

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

under paragraph 7, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

the notice is given

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has

applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If

restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of

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

of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

Lender's option to obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7

approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at

terms that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Witness:

[Signature]

 JOAN C. LEVALLEY
 Borrower

 _____ (Seal)
 Borrower

 _____ (Seal)
 Borrower

 _____ (Seal)
 Borrower

STATE OF ILLINOIS,

Cook County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that JOAN C. LEVALLEY, divorced not since remarried, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of September, 1993

My Commission Expires:
 OFFICIAL SEAL
 EVON S OLSON
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP. MAY 9, 1996



 Notary Public

THIS INSTRUMENT WAS PREPARED BY

Helen Gecias

For: FIRST STAR HOME MORTGAGE CORPORATION

1170 Lake Cook Road, Suite 130, Buffalo Grove, IL 60089

(Address)

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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 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 or 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 a 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 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-FINANCIAL 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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

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

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RECORDING *
MAILINGS *
95092385 #
0013 MCM

02/02/95

Property of Cook County Clerk's Office

PN: 09-27-200-053-1001

UNIT 2200-101E IN THE GALLERY OF PARK RIDGE CONDOMINIUM BEING A CONDOMINIUM
LOCATED ON THE FOLLOWING DESCRIBED PARCEL: LOT 2 IN OAKTON SCHOOL RESUBDIVISION
BEING A RESUBDIVISION OF VARIOUS LOTS, PARCELS AND VACATED ALLEYS IN THE WEST
HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS A SURVEY OF WHICH
IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS
DOCUMENT 3282248 AND AMENDED AS DOCUMENT NUMBER 93552560 TOGETHER WITH ITS PER-
CENTAGE INTEREST IN THE COMMON ELEMENTS.

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FIXED/ADJUSTABLE RATE RIDER

(10 Year Treasury Index--Rate Caps)

95092385

MAY 25 1994

FILE ABOVE
MARY PANNOZZO

THIS FIXED/ADJUSTABLE RATE RIDER is made this 21st day of September, 1993, 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 Fixed/Adjustable Rate Note (the "Note") to FIRSTSTAR HOME MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2200 BOUTERSE, UNIT #101, PARK RIDGE, IL 60068
(Property Address)

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.625%. The Note provides for a change in the initial fixed rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change on the first day of October 1, 2000, which is called the "Change Date."

(B) The Index

At the 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 10 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage point(s) (2.75%) 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 limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than 12.000%, which is called the "Maximum Rate".

(E) Effective Date of Change

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

(F) Notice of Change

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

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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 notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

.....
JOAN C. LEVALLEY

(Seal)
Borrower

..... (Seal)
Borrower

Property of Cook County Clerk's Office

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Check Late on Business Forms, Inc. To Order Call 1-800-526-1292 FAX 616-781-1121

Form 3140 9/90

MULTI-STATE CONDOMINIUM RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

(Seal) Borrower

(Seal) Borrower

JOAN C. LEVALLLEY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Any amounts disbursed by Lender under this paragraph F 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. The Owners Association may accept or reject the payment.

(iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; or (iii) the abandonment or termination of the Condominium Project, except in the case of a taking by condemnation or 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.

(i) the abandonment or termination of the Condominium Project, except in the case of a taking by condemnation or 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.

consent, either partition or subdivision of the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivision of the Property or consent to:

shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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 any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 to Lender.

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.

(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.

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

the term "extended coverage," then: Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

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:

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.

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

(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.

[Name of Condominium Project]

GALLERY OF PARK RIDGE CONDOMINIUM

known as:

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

[Property Address]

2200 BOUTERSE, UNIT #101, PARK RIDGE, IL 60068

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

950922385

(the "Lender")

FIRSTSTAR HOME MORTGAGE CORPORATION

"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the

THIS CONDOMINIUM RIDER is made this

21st

day of

September, 1993

CONDOMINIUM RIDER

93901360

MAY 25 1994

MARY FANNOZZO THE ATTORNEY

9880398

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UNOFFICIAL COPY

MAPPING SYSTEM

95092385

Change of Information

Scannable document - read the following rules

1. Changes must be kept within the space limitations shown.
2. Do Not use punctuation.
3. Print in CAPITAL letters with black pen only.
4. Do Not Xerox form.
5. Allow only one space between names, numbers, and addresses.

SPECIAL NOTE:

- If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number.
- If you don't have enough room for your full name, just your last name will be adequate.
- Property Index numbers (PIN#) must be included on every form.

PIN NUMBER:

04 - 27 - 200 - 053 - 1001

NAME/TRUST#:

J O A N C L E V A L L E Y

MAILING ADDRESS:

2200 BOUTERSE #101

CITY:

P A R K R I D G E

STATE:

I L

ZIP CODE:

60068 -

PROPERTY ADDRESS:

2200 BOUTERSE #101

CITY:

P A R K R I D G E

STATE:

I L

ZIP CODE:

60068 -

FILED FEB 02 1995

COOK COUNTY TREASURER

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