This Instrument Was Prepared By: LYNN ALEXANDER

When Recorded Mail To

FIRST NATIONWIDE MORTGAGE DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-8450

95130618

(Space Above This Line For Recording Data)

#### **MORTGAGE**

000, 020

1000-60 The merigager is

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

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

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

ONE HUNDRED SIXTY EIGHT THOUSAID EIGHT HUNDRED AND 00/100

[Dollars (U.S. \$ = = = = 168,800.00). This debt is evidenced by Borrower's note dated the same date as this Security increment ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 01. 2026 This Security Instrument secures to Lender: (a) the if not paid earlier, due and payable on MARCH 01, 20.5 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all other sums, with interest, advanced under paragraph 7 to protect in security of this Security Instrument; and (c) the performance of Borrower's novements and agreements under this Security Instrume, tanu the Note, Por this purpose, Borrower does hereby mortgage, grant and convey to Londor the following described property located in County, Illinoin: COOK

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

DEPT-WI RECORDING

439.00

T\$0012 TRAN 2750 02/24/95 14128100

17-03-102-042-1130

\$1316 4 会社 共一タ第一は3016 18 COOK OUFTY RECORDER

which has the address of

PERMANENT INDEX NUMBER:

1445 NORTH STATE PARKWAY

#2106

CHICAGO. 11 60810-0000

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurisonances, and lixtúres now or horonitor a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the larogoing 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 und convey the Property and that the Property is unennumbered, except for encumbrances of record. Borrower warrants and will defend

generally the title to the Property against all claims and demands, subject to any ensumbrances 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 10: 18435** FNMA/FHLNIC Uniform Instrument 3014 9/00 Page 1 of 5 AIMI

LO969 (RO5) 4/91 IL - Single Family

COPY 02 OF 03

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2 of 3 . Bullower

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BOX 333-CTI

UNIT NUMBERS 2106 AND P4-20 IN THE STATE PARKHAY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE NORTH 5 FRET OF LOT 39 AND ALL OF LOTS 40 TO 44 IN BLOCK 3 IN CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION, \ CUBDIVISION OF THE NORTH 18.83 CHAINS OF FRACTIONAL SECTION 3, TOWNSHIP 39 NOTES. MAKE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ACH.
IT NUMB

E) EN THE

COLUMNIA

CLORATE

OFFICE

OF WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 92824241, AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

paragraph 18, by assuring the setten or proceeding to be dismissed with a ruling that, in Lender's good laith determination, precludes forfolture of the Borrower's interest in the Property or other material impairment of the tien greated by this Security Instrument or Londor's security interest. Horrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (or falled to provide Leader with any material information) in connection with the loan avidenced 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 lessehold, Borrower shall comply with all the provisions of the lesse, Il Borrower acquires fee title to the Property, the leasehold and the fee title shall not morge unless Leader agrees to the morger in writing.

7. Protection of Londor's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a logal 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 Leader's rights in the Property. Leader's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atterneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Londor 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. Mortgago 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 Lendar lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgues insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance proviously in effect, from an afternate mortgage insurer approved by Lander. If substantially equivalent mortgage insurance coverage is not avoidable. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance promium being paid by Bol rover when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by the Lender again becomes available and is obtained. For ower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condomnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for con /eye are 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 (ne 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 ag. or 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 be tore 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 Le ide, 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 Lamier to Borrower that the condemner offers to make an award or solition claim for damagos, 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, whother 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 I and 2or change the amount of such pryments.

11. Barrower 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 success in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender shulf rat 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 successful in interest. Any forbearance by Londor in exercising any right or remody shall not be a waiver of or preclude the exercise of any right or remody

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and represents of this Security Instrument shall bind and bonefit the successors and assigns of Lender and Borrower, subject to the provision of presgraph 17, Borrower's covonants und agreements shall be joint and several. Any Borrower who corsigns this Security Instrument but Gora pat execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Proper'y under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) egrees that Lender and may 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 lean 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 awed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the roduction will be treated as a partial propayment without any propayment 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 Londer designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been

given to Borrower or Londor when given as provided in this paragraph,

15. Coverning Law; Severability, This Security Instrument shall be governed by tederal 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 and the provisions of this Security Instrument and the Note are declared to be severable.

COPY 01 OF 03

CLOSER ID: 10435 FNMA/FHLMC Uniform Instrument 3014 9/90 Page 3 of 5 A I M3 LO960 (ROS) 4/91 IL - Single Family

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

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

17. Transfor 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 banelicial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander's prior written consent, Lander 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 Lander if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londor exercises this option, Londor shall give Borrown 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 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 occurred; (b) cures any default of any other covenants or agreements; (c) pays all exponses 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 Instrument to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this right to reinstate shall not only 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, Berrower will be given written notice of the change in accordance with paragraph 14 above and applicable faw. The notice will state the name and addressed the new Loan Servicer and the addressed

to which may mente should be made We notice will also contain any other information required by applicable law.

20. Hazardous Substances. For over 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 Proporty 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 remodiation of any Hazardous Substance affecting the Proporty is necessary, Borrower shall promptly take all necessary remodial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances by Environmental Law and the following substances: gasoline, you wane, other flammable or toxic petroleum products, toxic petroleum and harbicides, volatile solvents, materials containing asbestos or formulathyda, 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, salety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further low mant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to Borrawer 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; (c) a date, not loss 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 fereclosure proper ing the non-existence of a default or any other defons of Borrower to acceleration and foreclosure. If the default is not only on or before the date specified in the notice, Londer 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. Index shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable atterneys' foes and costs of title evidence.

22. Rolonso. 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.

24. Ridors 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 supplie not the covenants and agreement as if the rider(s) were a part of this Security Instrument. (Check applicable Log(s))

Adjustable Rate Rider Craduated Payment Rider Balloon Rider Cottes(a) specific	Condominium Rider Planned Unit Development Rider Convertible Rider	1-4 Family Rider Biwookly Payment Rider Second Home Rider
Uplior(s) specify		

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### **UNOFFICIAL COPY**

BY SIGNING BELOW, Decrewer 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.

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NANCY A. JAHOSZ C. Jarosy	0/17/0.5
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	Dete
(Rece Below This Line	() ate
STATE OF ILLINOIS COUNTY OF CECK	
THE LEVELES GREET A NOTARY, PUBLIC IN AND F	PERSONALLY KNOWN TO ME TO BE THE SAME
PERSON.: WHOSE NAMES ARE SUBSCRIBED TO THE FORFCO IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPLIES GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS	DAY OF CONTROL OF CONT
MY COMMISSION EXPIRES:	NOTARY PUBLIC

"OFFICIAL SEAL"
Slove duries
Notary Public, State of Illinois
My Commission Expires Acr. 5, 1998

#### RIDER TO SECURITY INSTRUMENT

(Cost of Funds Index - Payment and Lifetime Rate Cape)

THIS ADJUSTABLE RATE RIDER is made this 17111 day of FEBRUARY, 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 "Berrower") to secure Berrower's Adjustable Rate Note (the "Note") to FIRST NATIONWIDE MORTGAGE CORPORATION

(the "Londor") of the same date and covering the property described in the Scourity Instrument

and located at: IANS NOSTH STATE PARKWAY

12106

CHICAGO, IL BOBIO 0000

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT, THE BORROWER'S MONTHLY PAYMENT INCREASES MAY BE LIMITED.

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

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

The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 2. INTEREST

#### (A) Interest Rate

Interest will be charged on unpaid principal path the full amount of principal has been paid. I will pay interest at a yearly rate of 5, 375 %. The interest rate is in impay may change.

The interest rate required by this Section 2 is (n) rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of JUNE, 1995, and on that day every month thereafter. Each date on which my interest rate could change in called an "Interest Change Date." The new rate of interest will become offective on each interest Change Date.

(C) Interest Rate Limit

My interest rate will never be greater then 11, 750 %. It will never on her than 5% below the initial interest rate.

(D) The index

Beginning with the first Interest Change Date, my interest rate will be based at an Index. The Index" is the monthly weighted average cost of savings, berrowings and advances of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the Bank. The most recent Index figure available as of the date 45 days before each interest Change Date is called the "Current Index."

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

(E) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding 2.125 percentage points (2.125 %) to the Current Index. The Note Holder will then round the result (111 is addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 2(C) above, the rounded amount will be my new interest rate until the next Interest Change Date.

#### 3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every menth, as provided herein.

I will make my monthly payments on the first day of each month beginning on APRIL 01, 1995. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may own under this Note. My monthly payments will be applied to interest before principal, If, on MARCH 01, 2025. I still own amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

**CLOSER ID: 10435** 

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11427 (ROB) 8/94 NATIONWIDE

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I will make my monthly payment at P.O. BOX 15510, SACRAMENTO, CA 95852-1510

or at a different place if required by the Note Hokler.

(B) Amount of My Initial Monthly Phyments

Each of my initial monthly payments will to in the amount of U.S. \$ may change.

945.24 . This amount

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 187 day of APRIL, 1996, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 3(P) below requires me to pay the Pull Payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date. My monthly payment will also change at any time Section 3(F) below requires me to pay the Full Payment.

(D) Cate lation of Monthly Payment Changes

At least 25 days before each Phyment Change Date, the Note Holder will calculate the amount of the monthly payment that would be at Historia to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on the maturity date his betantially equal installments at the interest rate in effect during the month preceding the Payment Change Date. This account will be my monthly payment for the next 12 months. Except as provided in paragraph 3(P) below, however, my monthly payment will never increase more than 7.50% or decrease more than 7.50% from the monthly payment amount is affect during the proceeding 12 months.

(E) Additiona to My Unpeld Principal

My monthly payment could be been than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal Lewe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also such interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 2 above.

(F) Limit on My Unpaid Principal; Fully Amerizing Payment

Notwithstanding the limitations on payment changes dusc ibod in paragraph 3(1) above, my monthly payment may increase or decrease by more than 7.50% at the following times: (1) If the principal balance reaches 110% of the original loan amount, the Note Holder has the option of either changing the monthly payment on the date the first monthly payment is due after the balance reaches 110%, or of waiting unit the next Payment Change Date before changing the monthly payment. The latter option may result in my principal belance exceeding 110%, and (2) on the 5th Payment Change Date and on each succeeding 5th payment change date. The amount of the monthly payment in either of these cases will be an amount equal to the amount sufficient to repay the unpaid principal balance in full on the maturity date in substantially equal payments at the interest rate in effect during the month proceding the date of the payment change.

#### 4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will contain information about the new interest rate or rites applicable for the next month. The notice will also include information required by law to be given to me.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Boneficial Interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred and Horrower 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 it exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not evergise this option if: (a) Horrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

**CLOSER ID: 10435** 

Choice

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L 1427 (ROU) B/Q4 NATIONWIDE

Loan # 0003566643

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# To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the lean assumption. Lender may also require the transferse to sign an assumption agreement that is acceptable to Lender and that obligates the transferse to keep all the promises and agreements made in the Note and in this Security Instrument, except for the Muximum Interest Rate described in Paragraph 2(C), which can increase Borrower will

continue to be obligated under the Note and this Security Instrument unions Lender releases florrower in writing. If Lender exercises the option to require immediate payment in full, 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 malled within which florrower 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.

**UNOFFICIAL COPY** 

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

NANCY A. JAROSZ	2/17/95 Date
	(Reel) Dete
	(Seel) (Seel)
Continue	Date
	Disc.

CLOSER ID: 10435

Choice

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L 1427 (ROB) 8/94 NATIONWIDE

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2 of 3 - Borrawer

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#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 171H day of FEBRUARY, 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 FIRST NATIONWIDE MORTGAGE CORPORATION

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

in the Security Instrument and located at:

1445 NORTH STATE PARKWAY

#2106

CHICAGO, II 60610-0000

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

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 4'so includes Borrower's intrest 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 Landar fulfillar coverient and agree as follows:

A. Condominium Obligations. Porrower 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-taws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly cay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

8. Hazard Insurance. So long as the Ovicer: 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 anounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

Ill Lender walves the provision in Uniform Coveners 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 meintain 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 neverd 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, remount, 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 any part of the Property, whether of the unit or of the common elements, or for any conveyance in tieu of condemnation, are hareby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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

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

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by 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;

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and termination of professional management and assembled of soft-management of the Owners Amountion; or

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

maintained by the Oseriera Association unacceptable to London

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Londor may pay them. Any anxiunte disbursed by Londor under this peregraph F shall become additional debt of Borrower secured by the Security Instrument, Unions Borrower and London agree to other terms of paymont, those amounts shall bear interest from the date of disbursoment at the Note rate sext shall be payable, with interest, upon notice from Londor to Electrower requesting payment.

BY SIGNANT DELOW, Horrower accepts and agrees to the terms and provisions contained in this Condominion News,

MANEY A. JAROSZ TOLOGY	2/11/95
NANCY A. JAROSZ	Dete
	Date  (Seal)  Date
	(Sen)
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