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RECORD AND RETURN TO:
PRISM MORTGAGE COMPANY

1300 EAST WOODFIELD ROAD-SUITE 305
SCHAUMBURG, ILLINOIS 60173

Prepared by:
PRISM MORTGAGE COMPANY
SCHAUMBURG, IL 60173

DEPT-01 RECORDING \$41.00
100012 TRAN 2814 03/01/95 11:23:00
\$2734 : EB *-95-142792
COOK COUNTY RECORDER

206451088

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 23, 1995
EVELINA M. TAINER, SINGLE NEVER MARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to
PRISM MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 1300 EAST WOODFIELD ROAD-SUITE 305
SCHAUMBURG, ILLINOIS 60173

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

ONE HUNDRED THOUSAND AND 00/100

Dollars (U.S. \$ 100,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2025

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

County, Illinois:
UNIT NUMBER B-11, IN THE 3700-3720 NORTH LAKE SHORE DRIVE CONDOMINIUM,
AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-21-106-032-1021

which has the address of 3700 N. LAKE SHORE DR.-UNIT 308 , CHICAGO
Illinois 60613 Zip Code ("Property Address");

Street, City ,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

VMP-6RMLI 194081

VMP MORTGAGE FORMS - (800)621-7291

Page 1 of 6

Initials: CUTT

BOX 333-CTI

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Form 3014 8/90 Initials:

Page 2 of 4

Date: 6/11/1990

DPS 1090

This Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach prior to or after the commencement of the lien, or (e) receives from the holder of the lien an agreement satisfactory to Lender to transfer ownership of the lien in, legal proceedings which in the Lender's opinion are likely to prevail the by, or default of the parties thereto, to the Lender or to a creditor acceptable to Lender; (b) contains in good faith the lien nothing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (c) contains in good faith the lien nothing to the payment of the property over this Security instrument unless it agrees in advance with the Lender to pay the principal and interest due to the Lender under this Security instrument.

If otherwise makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in Paragraph 2, or if not paid in full in that manner, Borrower shall pay them on time directly which may attach priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay 4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied first, to any prepayment charges due under the Note second, to amounts payable under Paragraphs 3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under Paragraphs this Security instrument.

Funds held by Lender, it, under Paragraph 2, Lender shall require of seller the Property, Lender, prior to the requisition or sale of the Property, shall apply any funds held by Lender at the time of requisition or sale as a credit against the sums secured by funds held by Lender to pay the Escrow funds, unless applicable law provides otherwise, all payments received by Lender shall be applied to the Property.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower twelve monthly payments, at Lender's sole discretion. Lender may make up the deficiency in no more than time is not sufficient to pay the Escrow funds, when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess funds in accordance with the requirements of applicable law, to the amount of the funds held by Lender at any depth to the funds was made. The funds are pledged as additional security for all sums secured by this Security instrument.

Without charge, in annual accounting of the funds, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that transfers shall be paid on the funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service relating the Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such Escrow items, Lender may not charge Borrower for holding and applying the escrow account, or Escrow lending, if Lender is such in fact) or in any Federal Home Loan Bank, Lender shall apply the funds to pay the interesting the funds shall be held in an account whose deposits are insured by a federal agency, instrumentality, or entity.

The funds shall be held in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future losses a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law applies to the funds related mortgage loan, at any rate, require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any rate, collect and hold funds in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." The provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; and (ii) any sums payable by Borrower to Lender, in accordance with (iii) (c) yearly mortgage insurance premiums, if any; and (iv) any sums payable by Borrower to Lender, in accordance with (d) yearly fixed insurance premiums, or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (f) yearly fixed leasehold payments and assessments which may attach priority over this Security instrument as a lien on the Property; (g) yearly leasehold payments Lender in the day monthly payments are due under the Note, until the note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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.

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

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property. Variations by jurisdiction to constitute a uniform security instrument limited to non-uniform covenants with limited grant and convey the Property and that the Property is unencumbered, except for national use and encumbrances of record, and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of mortgage, warranty and convey the Property is unencumbered, except for encumbrances of record. Borrower warrants that the Property is lawfully seized of the estate hereby conveyed and has the right to mortgage, together with the property, and conveys the Property to the Lender in a manner acceptable to the Lender.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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 replications and additions shall also be covered by this Security

BOX 333-811088

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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 periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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14. Moreover, any notice to borrower provided for in this security instrument shall be given by first class mail to any other address borrower designates by notice to lender. Any notice to lender shall be given by first class mail to

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 fairly 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 limits; then: (b) any sum already collected from the borrower which exceeded the standard to be paid without however, if a refund reduces principal, the reduction will be treated as a partial prepayment without any further liability to make up the difference between the principal paid and the amount of the Note or by making a direct payment to the lender may choose to waive this right by reducing the principal owed under the Note or by making a direct payment to the lender. If a refund reduces principal, the reduction will be treated as a partial prepayment without any further liability to make up the difference between the principal paid and the amount of the Note or by making a direct payment to the lender.

11. **Borrower Not Released; Forfeiture By Lender Not a Waiver.** Extension of the time for payment or modification of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, 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.

12. **Secured by this security instrument, whether or not legal title.** 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.

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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the taking, unless Borrower and Lender otherwise agree in writing, 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.

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the premium charged by the insurer approved by Lender. The cost to Borrower of the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by Lender, is substantially equivalent to the premium charged by the insurer approved by Lender, is not available, from an ultimate mortgage insurer approved by Lender, if a cost substantially equivalent to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance, loss reserve, premiums may no longer be required, at the option of Lender, if mortgage insurance coverage (in the period that Lender requires) provided by an insurer approved by Lender becomes available and is obtained, Borrower shall pay 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.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note 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 in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

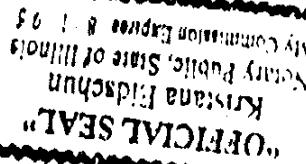
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DPS 1094

Form 301A - 8/90

Notary Public



ILLINOIS STATE OF

Subscribed to the foregoing instrument, upon and before me this day in person, and acknowledged that he/she personally known to me to be the same person(s) whose name(s) is/are under my hand and affixed seal, this _____ day of _____, 19_____.
 Notary Public, State of Illinois
 My Commission Expires: 8/1/93

I, EVERLINA M. TAINER, SINGLE NEVER MARRIED
 "Never Public in mind for said country and wife do hereby certify
 County ss:
 COOK

-Borrower
 (Seal)

-Borrower
 (Seal)

-Borrower
 (Seal)

-Borrower
 (Seal)

-Borrower

(Seal)

- 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.
- Check applicable boxes(s):
- 1-4 Family Rider
 - Commando Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Balloon Rider
 - V.A. Rider
 - Second Home Rider
 - Other(s) [Specify]

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.

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
27. Inclusion, but not limited to, reasonable attorney fees and costs of title evidence.
28. Proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument in full or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-excessive of a default or other deficiency of Borrower to accelerate or to cure the deficiency in the form Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the right to foreclose by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further secure by this Security Instrument, foreclosed by judicial proceeding and sale of the Property, 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, foreclosed by judicial proceeding and sale of the Property, The notice shall further (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (e) applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 23RD 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
PRISM MORTGAGE COMPANY

(the "Lender")

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

3700 N. LAKE SHORE DR.-UNIT 308, CHICAGO, ILLINOIS 60613

Property Address

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

3700-3720 NORTH LAKE SHORE DRIVE CONDOMINIUM

Name of Condominium Project

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

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

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

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

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

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

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

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

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

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-Borrow-

--BOSTON--
(Seal)

-80-

-Borrower
(less)

EVELINA M. TAINER

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

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

(iii) removal of professional management and assumption of self-management of the Owners Association by a section which would have the effect of rendering the public liability insurance coverage ineffective.

(1) The incorporation of provisions of the Constitution of the Commonwealth of Australia, except in so far as they conflict with the Constitution of India;

E. Lennder's Prior Consent. Borrower shall not, except prior notice to Lennder and written consent, either partition or subdivide the Property or consent to:

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 or the unit or of the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security instrument as provided in Uniform Covenant 10.

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ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

206451088

THIS ADJUSTABLE RATE RIDER is made this 23RD 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 Adjustable Rate Note (the "Note") to PRISM MORTGAGE COMPANY

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

3700 N. LAKE SHORE DR. - UNIT 308, CHICAGO, ILLINOIS 60613
Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.5000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH 1 1996, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the due 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND SEVEN EIGHTHS percentage point(s) (2.8750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Page 1 of 2

VMP-822B (8108)02

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Form 3111 3/85

Initials: *EWT*

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-BONWOG-

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EVELINA M. TAINER

BY SIGNING BELOW, I HEREBY AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS ADDENDUM.

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 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 remedy permitted by this Security Instrument without further notice or demand of Borrower.

To the extent permitted by applicable law, I agree my charge a reasonable fee is a condition to Lender's consent to the loan assumption. Lender may also require the transferor to sign an assumption agreement acceptable to Lender and that obligates the transferor to keep all the promises and representations made in the Note and in this Security instrument. Borrower will continue to be obligated under the Note and this Security instrument to Lender and that may also obligate the transferor to keep all the promises and representations made in the Note and in this Security instrument.

Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in Borrower 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, Lender also shall not exercise this option if it is sold or transferred to the Lender by the transferor and Lender has no knowledge of the transfer.

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

The above Teller or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of my 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

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(D) Limits on interest rate changes
 The interest rate I am ready to pay at the first Change Date will not be greater than 9.5000 %
 or less than 5.5000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.5000 %.

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.

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RIDER - LEGAL DESCRIPTION

UNIT NUMBER B-11, IN THE 3700-3720 NORTH LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL A: THE SOUTHEASTERLY 50 FEET OF LOT 5 AND SO MUCH OF THE ACCRETIONS THAT LIE EAST OF AND ADJOINING SAID LOT AS FALL WEST OF THE WEST LINE OF SHERIDAN ROAD IN BLOCK 6 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL B: LOTS 6 AND 7 IN BLOCK 6 AND ALSO ACCRETIONS EASTERLY OF AND ADJOINING SAID LOTS 6 AND 7 AND LYING BETWEEN THE NORTH LINE (EXTENDED) OF SAID LOT 6 AND THE SOUTH LINE (EXTENDED) OF SAID LOT 7 (EXCEPT THAT PART TAKEN FOR SHERIDAN DRIVE), IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, BOTH INCLUSIVE, IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THE WESTERLY 6 $\frac{1}{2}$ FEET OF THE EAST 105 FEET OF THE WESTERLY 170 FEET OF SAID LOTS 6 AND 7), ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25513348, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL C: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-6, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY AFORESAID RECORDED AS DOCUMENT 25513348.

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