*THIS MORTGAGE IS BEING RE-RECORDED TO ADD THE ARM AND CONDO RIDERS. έμπιελι Was Prepared Dy: SHANNON WOODS When Recorded Mall To 04039080 95150834 FIRST NATIONWIDE, MORTGAGE DOCUMENT CONTROL P.O. BOX 348450 DEPT-01 RECORDING SACRAMENTO, CA 95834-8450 T#0000 TRAN 0293 12/13/94 15:25:00 % \$0617 \$ CJ *-04-039080 COOK COUNTY RECORDER : DOC, 020 MORTGAGE : HIS MORTGAGE ("Security Instrument") is given on DECEMBER 08, 1994 The mortgagor is GEORGE E.Q. JOHNSON AND MARY ANN B. JOHNSON, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to FIRST NATIONWIDE MORTGAGE CORPORATION ... , which is organized and existing under the laws of THE STATE OF DELAWARE WEST SACRAMENTO, CA 95605 , and whose address is 860 STILLWATER ROAD, 95605 ("Londor"). Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND AND DOZIDO Dollars (U.S. \$ * * * * * 100,000,00). This dobt is evidenced by Borrower's note dated the same date as this Socurity Listrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2025. This Security Instrument secures to Londor: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and medifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to project the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrumen, and the Note. For this purpose, Borrower does hereby mortgage, gran 🗗 and convey to Londor the following described property located in ... COOK County, Illinois: AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE. 24039080 PERMANENT INDEX NUMBER: 17-10-310-013 TRAF 7.52 03/07/95 14:48:00 43087 + DW / 4-95-150834 COOK COUNTY RECORDER 360 EAST RANDOLPH STREET CHICAGO, IL 60601-0000 which has the address of #1003 ("Property Address"); TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hornafter 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 morlgage, 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 againstall claims and domands, subject to any encumbrances of record, $_{
m rec}$ THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

CLOSER ID: 10439 Page 10 Contract from ENMA/FHLMC Uniform Instrument 3014-9/90 Page 1 of 5 Contract From ATM1 Contract Family 1 CONTRACT From IV CONTRACT FROM



Loan # 0003541935

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

1. Paymont of Principal and Interest; Propayment and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment 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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground cents on the Property, if any; (c) yearly hazard or property insurance premiums;(d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, it any; and (1) any sums payable by Borrower to Londor, 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 londer for a federally related mortgage loan may require for Borrower's escrew account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 et seq. ("RESPA"), unloss another law that applies to the Funds sets a lesser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lessor amount. Londor may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Itoms or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a lederal agency, instrumentality, or entity (including Lander, if Lender is such an institution) or in any Federal Home Loan Bank, Londer shall apply the Funds to pay the Escrow Homs, Londer may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lander pays Borrower interest on the Funds and applicable law permits Londer to make such a charge. However, Londer may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Londer in connection with this loan, unless applicable law provides of orwise. Unless an agreement is made or applicable law requires inferest to be paid, Londer 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 a Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the surpose for which each debit, to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security

If the Funds held by London exceed the amounts permitted to be held by applicable law, London shall account to Borrower for the excess Funds in accordance with the receivements 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, Lorde may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Becauser shall make up the deficiency in no more than twelve monthly payments, at Lender's sele discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds hold by Londer. If under paragraph 21, Londer shall acquire or sell the Property, Londer, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition it so bas a credit against the sums secured by this Security Instrument.

3. Application of Paymonts, Unless applied bloom provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any propayment 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 un'er he Note.

4. Charges; Liens, Borrower shall pay all taxes, accerements, 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, Forre wer shall pay them on time directly to the person ewed payment. thorrower shall promptly furnish to Londor all notices of amounts to be paid under this paragraph. If Borrower makes these payments

directly, Dorrower shall promptly furnish to Londor receipts evidencing the payments.

Horrower 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 by Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinic coperate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londer subordirating the lien to this Security Instrument. If Londer determines that any part of the Property is subject to a lien which may attain profity over this Security Instrument, Lender may give Horrower a notice identifying the lien. Borrower shall satisfy the lien or take one or mor, 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 of sting 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 Londor requires insurance. This insurance shall be maintained in the amounts and for the periods that Londor requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Dorrower falls to maintain coverage described above, Lander may, at Londor'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 of use. Lender shall have the right to hold the policies and conewals. If Lender requires, Borrower shall promptly give to Londor all remains of paid promiums and renewal notices. In the event of loss, florrower shall give prompt notice to the insurance carrier and Londor. Lender may make proof of loss if

not made promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or copies of the Property duringed, if the restoration or repair is economically feasible and Londer's security is not lessened. If the restoration or repair is not aconomically leasible or Londor's security would be lessoned, 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 Londor that the insurance carrier has offered to settle a claim, then Londor may collect the insurance proceeds. Londor m. y 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 Londor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extender postpone the due date of the monthly payments referred to in paragraphs I 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; Loasehold, 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 judgement could result in forfeiture of the Property or otherwise materially impair the fien created by this Security Instrument or Londor's security interest. Borrower may cure such a default and reinstate, as provided in **CLOSER ID: - 10439**

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our agraph 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 Londor's security interest. Borrower shall also be in default if Borrower, during the lean application process, gave materially falso 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 Londor'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 bankruptey, probato, for condomnation 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. Londor'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 Londer under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument, Unless Borrower and Londer 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 Lunder to Borrower requesting payment.

8. Mortgago Insurance. If Londer 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 Londer lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgago insuranco provio sly in offect, from an afternate mortgage insurer approved by Lander. It substantially equivalent mortgage insurance coverage is not aviilable. Horrower shall pay to Leader each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Bo. re yer when the insurance coverage lapsed or coased to be in effect. Lender will accept, use and retain these payments as a loss reserve in feel of mortgage insurance. Loss reserve payments may no longer be required, at the option of Londor, if mortgage insurance coverage (in the mount and for the period that Lender requires) provided by an insurer approved by the Lender again becomes available and is obtained. Cor. 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, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower

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

10, Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conjeyance in lieu of condemnation, are hereby assigned and shall be paid to Lendor.

In the event of a total taking of the Property, impreceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the went 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 on 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 one he 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 loss than the amount of the sums secured immediately before the taking, unless Borrower and Lorder 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 Lam'er a Borrower that the condemner 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 called 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 Lendor and Borrower otherwise agree in writing, any application of proce ds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such pryments.

11. Berrawer Not Released; Forbearance By Londer Not a Waiver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londer 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 americation 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 righter remedy shall not be a waiver of or proclude the exercise of any righter remedy

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and as reements of this Security Instrument shall bind and benefit the successors and assigns of Londor and Borrower, subject to the provision of angraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Socurity 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) leger 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 maif unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Horrower designates by notice to Londor, Any notice to Londor shall be given by first class mail to Londor'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 Socurity 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.

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

17. 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 (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 Londer exercises this option, Londer 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. Londer may invoke any remedies permitted by this Security

Instrument without further notice or domand on Borrower. 🛷

18. Borrower's Right to Roinstate. 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 occured; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occured. However, this right to reinstate shall not apply in the cross of acceleration under paragraph 17.

19. Sale of Note: Change of Lean 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 ontity (known as the "Lean Servicer") that collects monthly pay nor to due under the Note and this Security Instrument. There also may be one or more changes of the Lean Servicer unrelated to a sale of the Note. If there is a change of the Lean Servicer, Borrower will be given written notice of the change in accordance with paragraph Labor, and applicable law. The notice will state the name and address of the new Lean Servicer and the address

to which payments should be mad . The notice will also contain any other information required by applicable law.

20. Hazardous Substances dor ower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrow's 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 London 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 2 operty 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, to osone, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or form alcohydo, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the juristiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS, Borrower and Londor further coverant and agree as follows:

21. Acceleration; Remedies, Londor shall give notice to Borrow'r 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) invention required to cure the default; (c) a date, not less than 20 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to entry 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 out of on or before the date specified in the notice, Londor 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. Langer shall be entitled to collect all expenses incurred in pursuing the remodies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Roloaso, Upon payment of all sums secured by this Socurity Instrument, Londor shall release this Socurity Instrument without

charge to Borrower, Borrower shall pay any recordation costs,

23. Waiver of Homestoad, Borrower waives all right of homestoad exemption in the Property.

24. Ridors to this Security Instrument. If one or more riders are executed by Borrower and recorded toge nor 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(s))

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) specify	Condominium Rider Plannod Unit Development Rider Convertible Rider	☐ 1-4 Family Rider ☐ Biweekly Payment Ride ☐ Second Home Rider
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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.

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DEORGE E.O. WOHNSON	Date
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COUNTY OF CAPEC	
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PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORFOC	MADE PERSONALLY KNOWN TO ME TO BE THE SAME A MING INSTRUMENT. APPEARED BEFORE ME THIS DAY
IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AN	D DELIVERED THE SAID INSTRUMENT AS THEIR
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RIDER TO SECURITY INSTRUMENT

This Scentity Instrument Rider is attached to and made a part of a Security Instrument (Deed of Trust, Mortgage or Deed to Secure Dobt) dated DECEMBER 08, 1994 given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE MORTGAGE CORPORATION

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

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Charles and the same of the sa Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Security Instrument, Borrower and Londor further covenant and agree as follows:

A. ASSUMPTION In the Secretary of the many thought have a fire of adjusting the care of foreign many

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

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

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

Strate Garage "3. INTEREST RATE ADJUSTMENTS

(A) Definitions 1.

THE "INDEX" IS THE WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY & SECURITIES ADJUSTED TO A CONSTANT MATURITY OF LIYEAR, AS PUBLISHED BY THE FEDERAL RESERVE BOARD (BUT GENERALLY NOT PUBLISHED UNTIL " ... ONE WEEK AFTER IT IS MADE AVAILABLE? ... THE MOST RECENT INDEX FIGURE PUBLISHED AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX." IF THE INDEX IS MO LONGER PUBLISHED THE NOTE HOLDER WILL CHOOSE A NEW INDEX WHICH IS BASED UPON COMPARABLE FOR INFORMATION. THE NOTE HOLDER WILL GIVE ME NOTICE OF THIS CHOICE.

"MARGIN" The Margin is 🐭 3,000%."

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Margin. [1] and applicable Index value plus the Margin.

"INTEREST RATE" means the annual rate of interest charged on the principal butance of the loan from timo to timo, wealth, and the large range from greater than the enterior with the contract

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date this Note is executed as shown in Section 2. Physical Leading Section 2. The section of the

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every INELETH regularly scheduled monthly payment is due. The hand the description of the control of the contro

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

CLOSER ID:

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L1117 (ROS) 8/94 NATIONWIDE

Loan # 0003541935

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2 of 3 - Borrower

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(B) Interest Rate Adjustment:

I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Interest Rate as follow. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Loan Approval Letter and in the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one eighth percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single Change Date by more than IWO percent from the rate of interest in effect during the preceding IWELVE months. The Interest Rate will never be more than: 11.750%. It will never be less than 5% below Initial Interest Rate. The fact that the Note Holder may nothave invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time."

"4. PAYMENTS

(C) Amount of Monthly Paymonts,

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

IN WITNESS WHEREOF, Borrowor has executed this Security Instrument Ridor.

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GEONGE 12.0, JOHNSON	(Soal)
GEORGE D. O. JOHNSON	Date
MARY ANN B. JOHNSON	(Seal) Date
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CLOSER ID: 10439 Advantage Page 2 of 2 SRA 1 L1117 (R06) 8/94 NATIONWIDE	Loan # 0003541935 CC Coples: 1 of 3 - Lender CC 2 of 3 - Borrover CC 3 of 3 - File

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 8TH day of DECEMBER, 1994 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: ...

360 EAST RANDOLPH STREET # 1003 CHICAGO, IL 60601-0000

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

(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 Project also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Eurower's interest.

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

Instrument, Borrower and Lenger further covenant and egree 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 Coverant 2, for the monthly payment to Lender of one twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. (4)

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

the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extended

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 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.
- 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 herefit of Lender;

CLOSER ID: 110439 CHARLEST 3140 9/90 Page 1 of 2 CBA 1 CLOSE 10494 (RO71 5/94 NATIONWIDE

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(iii) termination of professional management and assumption of self-management of the Owners Association; or the control of the graph was to be a control of the control of th

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

maintained by the Owners Association unacceptable to Lender. Make the Authority and Association unacceptable to 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.

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LEGAL DESCRIPTION THE BUSINESS TO BE PRIVATE RESIDENCES

UNIT NUMBER 1903 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

RANDOLPH STREET, WITH A LINE 564.001 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE, AND A SOUTHWARD EXTENSION THEREOF, OF NORTH COLUMBUS DRIVE, 110 FEET WIDE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 5, 1972, AS DOCUMENT NO. 21925615, AND RUNNING.

THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 72.191 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 42.00 FEET;

THENCE NORTH ALONG A LINE 606,001 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 105,00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 179.065 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH FIELD BOULEVARD, 98.00 FEET WIDE, AS SAID NORTH FIELD BOULEVARD WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECOLUDED IN SAID RECORDER'S OFFICE ON DECEMBER 12, 1986 AS DOCUMENT 86597179 AND IS LOCATED AND DETINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY OF COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969:

OF COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969;

THENCE SOUTH ALONG SAID WEST LINE OF NORTH FIELD BOULEVARD A DISTANCE OF 159.574
FEET TO A POINT 20.00 FEET, MEASURED ALONG A SOUTHWARD EXTENSION OF SAID WEST LINE, NORTH
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NORTH LINE, EXTENDED EAST, OF JOIN EAST RANDOLPH STREET:

NORTH LINE, EXTENDED EAST, OF JAID EAST RANDOLPH STREET;
THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 28.13 FEET TO A POINT ON SAID NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET, DISTANT 20.00 FEET, MEASURED ALONG SAID NORTH LINE, EXTENDED EAST OF EAST RANDOLPH STREET, WEST FROM THE POINT OF INTERSECTION OF SAID NORTH LINE, EXTENDED EAST WITH THE SOUTHWARD EXTENSION OF SAID WEST LINE OF NORTH FIELD BOULEVARD; AND

THENCE WEST ALONG SAID NORTH LINE OF EAST RANDOLPH STREET EXTENDED EAST, A DISTANCE OF 201,095 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25,1994 AND KNOWN AS TRUST NUMBER 118330-01 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 94993981 TOGETHER WITH AN UNDIVIDED 1,2283 PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 55 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 94993981.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements 'pportenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the Declaration of Condominium; and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Fecharation for the benefit of the remaining land described therein.

This Deed is subject to all rights, easements, covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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