WHEN RECORDED MAIL TO

95342969

NORTH FEDERAL SAVINGS BANK 100 W. NORTH AVE. CHICAGO, IL 60610

Loan Number : 49 127195

DEFT-OF RECORDING

\$43,00

140012 TRAN 4303 05725795 09456400

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COOK COUNTY RECORDER

-(SPACE ABOVE THIS LINE FOR RECORDING DATA) --

MORTGAGE

THIS MORTGAGE," Security Instrument") is given on May 22, 1995 The mortgagor is THEOLOGE PLOPLIS, A BACHELOR

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

CHICAGO

NORTH FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is 100 W. NORTH AVE, CHICAGO, ILLINOIS 60610

("Leader"). Horrower ower Lender the principal num of SEVENTY-FIVE THOUSAND DOLLARS AND 00/100

75,000.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S.\$ this Security Instrument ("Note"), which provides for monthly juyments, with the full debt, if not paid 1, 2025 earlier, due and payable on June . This Socurity 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 ? 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, I or over does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois: COOK

P.I.N. 13-02-300-002-8002

which has the address of

3900 W. BRYN MAWR UNIT 310

Illinois

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60659 Property Address"); IZio Codel

11.1.1NOIS-Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Scriving Hear 18 to (2012)

(rate 1 of 6 pages)

BOX 333-CTI

1000-1111-R WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and instances now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

HORROWER COVENANTS that horrower is lawfully sensed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencombered, except for encumbrances of record. Horrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly loasehold payments or ground rents on the Property, it any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage, insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in hen of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Renl Estate Settlement Procedures Act of 1974 as amended from time to time 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

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

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

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

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

requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lendor's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lendor may, at Lendor's option, obtain coverage to protect Lendor's rights in the Property in accordance with paragraph 3.

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

Unless Under and Horrower 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 leasable 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 Berrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the month, pryments 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 of 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 eminal, 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 under's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by eausing 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 that lot 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 leasehol f and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Leuder'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 hen which has priority over this Security Instrument, appearing in court, paying reasonable at orneys' 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 Layment.

- 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower 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 Lender again becomes available and is obtained. Borrower 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 of claim for damages, direct or consequential, in connection with any Single Family Fannic Mae/Freddie Mae UNIFORM INSTRUMENT Uniform Covenants 9/90 (page 3 of 6 pages)

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the nums secured by this Security Instrument, whether or not then due, with any excess paid to Horrower. 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 nums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the nums 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 nums secured mimediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the nums secured immediately before the taking, unless flotrower and funder otherwise agree in writing or indem applicable law otherwise provides, the proceeds shall be applied to the nums secured by the Security Instrument whether or not the sums are then due

If the Property's bandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offencto make an invard or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and uply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whither or not then due.

Unless Lender and Borrover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; For pagarance by Lender Not a Walver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original. Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in incress 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's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy
- 12. Successors and Assigns Bound; Joint and Severa Hability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Leyder and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and severa. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to nortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not pe sonally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that 50 tower'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 have 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 limit; viil be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment, charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class read to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, required 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 parsuant 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 attorneys' tees; 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 bereby 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 47.

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 of or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Flouronmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quarkties 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 Hazardons Substance or Environmental Law of which Borrower has actual knowledge. If Dorrower 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, "Hazardons Substances" are those substances defined as toxic or hazardons substances by finvironmental Law and the following substances: zeroline, kerosene, other flammable or toxic petroleum products, toxic pesticules and herbicules, volable 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 Borrover 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 less than 30 days from the date the notice is given to Borrower, by which the default root be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified to the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without farther demand and may foreclose this Security Instrument by Judicial proceeding, Lender shall be entitled to collect all expenses accurred in pursuing the remedies provided in this paragraph 21, including, buy not limited to, attorneys' fees and costs of title evisions.

22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall clea le this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

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

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UNOFFICIAL COPY

24. Riders to this Security Instrument. If one or more inders are executed by Burrower 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 Securi [Check applicable box(es)]	ty Instrumei	of an if the rider(n) were a part of	this Security Instrument.
XX Adjustable Rate Rider	XX c	ondominium Rider	1-4 Family Rider
Craduated Payment Rider	P	lanned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	R	ate Improvement Rider	Second Home Rider
[] Other(s) [specify]			
BY SIGNING PALOW, Borrower acceptany rules(s) executed by corrower and record Witnesses:		es to the terms and covenants con	tained in this Security Instrument and in
Trineses.		Jherday ()) 0(^ ·
9		THEODORE PLOPLIS	(Sent) -Borrower
)x		
	Co	<u></u>	-Borrower
STATE OF ILLINOIS, I. Nancy E McKenner do hereby certify that THEODORE PLO	ODITO		s: Public in and for said county and state.
•		vn to me to be the same person(s)) whose name(s) is
·	·	CV,	b ,
subscribed to the foregoing instrument, appe	his		et, in the uses and purposes therein set
and delivered the said instrument as forth.	1120	iree and voimmary a	et, to the mes and purposes therein ser
Given under my hand and official se	eal, this	221 day of May	1995
	McKurnan C State of III n Expires 10	inois } //	McKeur Notary Public
This instrument was prepared by			
SUSAN L. RODRIGUEZ			

(Name)

100 W. NORTH AVE.

(Address)

CHICAGO, IL 60610

PARCEL L:

UNIT 310 IN CONSERVANCY AT NORTH PARK CONDOMINIUM I AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF THE EAST 833 FEET OF THE WEST 883 FEET OF THE NORTH 583 FEET OF THE SOUTH 633 FEET OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH PANCE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, CEXCEPT THAT PART OF THE LAND DEDICATED FOR PUBLIC ROADWAY BY 26700736) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ON THE NORTH LINE OF SAID TRACT A DISTANCE OF 833.00 FRET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH O DEGREES DO MINUTES 24 SECTIONS EAST ON THE EAST LINE OF SAID TRACT A DISTANCE OF 583 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE WEST ON THE SOUTH LINE OF SAID TRACT A DISTANCE OF 255.38 FEET; THENCE NORTH A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ON THE LAST DESCRIBED LIVE 89.0 FEET; THENCE WEST 78.0 FEET, THENCE NORTH 10.0 FEET, THENCE WEST 48.0 FEET, THENCE SOUTH 20.0 FEET, THENCE WEST 78.0 FEET THENCE SOUTH 89 FEET THENCE EAST 204 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 94923282 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USF OF PARKING SPACE 310 AND STORAGE SPACE 310, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESPID RECORDED AS DOCUMENT 94923282

PARCEL 3:

EASEMENTS FOR INGRESS AND EGRESS OVER COMMON AREAS AS SHOWN IN Tort's Original DECLARATION RECORDED OCTOBER 28, AS DOCUMENT 94923280

P.I.N. 13-02-300-002-8002

ADJUSTABLE RATE LOAN RIDER
NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.
Words, numbers or pinases preceded by a [] are applicable only if the [] is marked, e.g. [X]
This Rider is made this 22nd day of May 1995 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
NORTH PEDERAL SAVINGS BANK
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at
3900 W. BRYN MAWR UNIT 310, CHICAGO, IL 69656 60659 1
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender turther covenant and agree as follows:
A. INTEREST RATE AND SCHEDULED PAYMENT CHANGES
(1) Initial Interest Rate The Note provides for an "Imital Interest Rate" of 7.750 %. The Note provides for changes in the
interest rate and the scheduled payments.
(2) Change Dates Each date on which my interest rate could change is called a *Change Date.*
(You must check one box and fill in the appropriate information;
The Note interest rate may change on the first day of the month beginning on and on the first day of the month every 12 months thereafter.
The Note interest rate may change on the day of the nonth beginning on
and on that day of the mon'h every months thereafter. The Note interest rate may change
and on every thereafter.
(3) The Index Changes in the interest rate are governed by changes in an interest rate index called the "Labor". The Index is:
THE NATIONAL MONTHLY MEDIAN COST OF FUNDS
The most recent Index figure available as of the date M 45 days
<u> </u>
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.
ADDICTABLE DATE LOAN DIDED

ADJUSTABLE RATE LOAN RIDE!

MEastern Software

Item 7347 (9111)

Age Lof3

(4) Calculation of Changes	
Before each Change Date, the Note Holder will calculate my new interest rate by adding	
TWO AND 1/2	
percentage points (2,500 %) to the Current Index. The Note Holder will then round the result of	hi
addition to the nearest	
(You must check one box and fill in any appropriate rounding value)	
one-eighth of one percentage point (0.125%).	
of one percentage point (%).	
Subject to the limits stated in Section A(5) on page two, this rounded amount will be my new interest rate until	th
next Change Date:	
The Note Holder will then determine the amount of the scheduled payment that would be sufficient to repay	th
unpaid pring oal that I am expected to owe at the Change Date in full on the muturity date at my new interest rate	į
substantially equal payments. The result of this calculation will be the new amount of my scheduled payment.	
(5) Limits on Edgrest Rate Changes	•
The interest rate 7 in required to pay at the first Change Date will not be greater than 9.750	9
or less than 7.750 %. Thereafter, my interest rate will never increase or decrease on any single Chair	ij
Date by more than TWO	
percentage point (2.000 %) from the rate of interest I have been paying for the preceding period.	
(You must check one boy and fill in the orgropriate limit(s))	
My interest rate will never be greated than %.	

(6) Effective Date of Changes

[XX] My interest rate will never be greater than

My new interest rate will become effective on each Change Date. I will pay the amount of my new scheduled payment beginning on the first scheduled payment thate after the Change Date until the amount of my scheduled payment changes again.

13,750

% or less than

7.750

%.

(7) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person vine will answer any question I may have regarding the notice.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that the law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

C. PRIOR LIENS

If Londor determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that heat Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lenger may requirements increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one continue to there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of the continue to the continue to the condition of the continue to the continue to the condition of the continue to the continu

ADJUSTABLE RATE LOAN RIDER

Eastern

Item 2347 (9111)

Page 2 of 3

By signing this, Borrower agrees to all of the above,

THEODORE PLOPITS

Stopenty of County Clerk's Office

95342969

Loan Number : 49-127195

CONDOMINIUM RIDER

THIS CONDOM/NIUM RIDER is made this 22nd day of May 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 NORTH FEDERAL SAVINGS BANK

(the "Lender")

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

3900 W. FRIN MAWR UNIT 310, CHICAGO, IL \$0886 60659 TOP

[Property Address]

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

CONSERVANCY AT NORTH PARK 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 the 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 a recipents made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's colligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Decaration 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 requirer, 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 the 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.

95342969

UNOFFICIAL COPY

- 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 field 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 emment domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association shaceeptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Londer may pay them. Any amounts disbursed by conder under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Onless 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.

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

Therefore Jexa	(Seal)	2	(Sonl
THEODORE PLOPLIS	-Borrower		-Borrowe
	(Sent)	C/L	(Sen)
	-Borrower	SO/5	-Borrawe
		·C	9