PREPARED BY AND MAIL TO:

96585883

RAYMOND F SEIFFERT c/o ST PAUL FEDERAL BANK FOR SAVINGS 6700 W NORTH AV CHICAGO IL 60635

DEPT-01 RECORDING

- T\$0012 TRAN 1545 07/31/96 11:56:00
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 - COOK COUNTY RECORDER

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Application # 591002236

MORTGAGE

021891001344

THIS MORTGAGE ("Security Instrument") is given on

JUNE 25, 1996

mortgagor is ROBERT A OFFORD AND MAUREEN REANEY, HIS WIFE

("Borrower"). This Security Instrument is given to ST. PAUL FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 6700 W. NORTH AVE, CHICAGO, TILINOIS 60635

("Lender"). Borrower owes Lender the principe! sum of

ONE HUNDRED FORTY EIGHT THOUSAND FIVE PUNDRED AND 00/100

Dollars (U.S. \$ 148,500.00). 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 AUGUST 1, 2026 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, CAT'S OFFICE grant and convey to Lender the following described property located in Cook. County, Illinois:

SEE ATTACHED;

14.32.216.044-1(03)

Which has the address of 2216

/("Property Address");

N SHEFFIELD

CHICAGO

, Illinois 60614

PRL

17240LT1/MORTPG1

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM IIISTRUMENT

Form 3014 9/90 (page 1 of 6 pages)

BOX 333-CTI

Unit No. 3, in 2116 North Sheffield Condomininium as delineated on a Survey of the following described Real Estate:
Lot 36 in Subdivision of Block 2 in James Morgan's Subdivision of the East 1/2 of Block 10 in Sheffield's Addition to Chicago in the North East 1/4 of Section 32, Township 40 North, Range 14 East of the Third Principal decidian, in Cook County, Illinois, which survey is attached as Exhibit '.' to the Declaration of Condominium record as Document 25168928 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

The Mortgagor also hereby grants to the mortgagee its successors and assigns, as rights and elements appurtenant to the above described Real Estate, the rights and ensements for the benefit of said property set forth in the aforement oned Declaration of Condominium ownership, and Declaration of Easements.

This marriage is subject to all rights, Easements, Restrictions, Conditions, covenants and Reservations contained in the said Declaration of the Condominium ownership, the same as though the previsions of the said Declaration of Condominium ownership were recited and stipulated at length herein.

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

The Funds shall be held in an institution those deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in the Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Bo rower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid or 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 promp'ly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payment. Unless applicable law provides otherwise, all payments received by Leider under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable inder paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

Form 3014 9/90 (page 2 of 6 pages)

* POUR MINISTER

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 in ay 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 exenuating circumstances exist which are bryond 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 proceedings, 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 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 recurity 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 an 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 Lourt, 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, Botrower 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, at a cost substantially equivalent to the cost to Borrower of 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

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-C. WILLIAM CO.

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 or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sures secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any bilance 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 tess than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandon d by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Forrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 11. Borrower Not Released; Forbearance by Lender Not a 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 interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and 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 Security Instrument only to mortgage, grant and convey that Bostower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sees maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared 857887887844

- 16. Burrower'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. This 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. Horrower'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 sams which ther 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' 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 at d Borrower's obligation to pay the sums secured by this Security Instrument shall continue an include a time and in 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 of 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 rayments due under the Note and this Security Instrument. There also may be one of 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 cluse 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 a loxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatife solvents, materials containing asbestos or formaldehyde, and rediscuive 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 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 must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

24. Riders to this Security Instrument. If one or more ride's are executed by Borrower and recorded together with

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

| Adjustable Rate Rider Graduated Payment Rider Balloon Rider Balloon Rider Balloon Rider Brate Improvement Rider Brate Improvem | this Security Instrument, the covenants a supplement the covenants and agreements [Check applicable box(es)] | and agreements of each such rider sha of this Security Instrument as if the ric | Il be incorporated into and shall amend and ler(s) were a part of this Security Instrument. |
|--|--|--|---|
| Graduated Payment Rider | Adjustable Rate Rider | Condominium Rider | 1-4 Family Rider |
| Balloon Rider Otheris) [specify] BY SIGNING BELOW, Borrower accepts and a grees to the terms and povenants contained in this Security Instrument and in any titler(s) required by Borrower and recorded with it. (Scal) ROBERT A GIFFORD BORROWER (Scal) BORROWER BORROWER (Scal) BORROWER (Scal) BORROWER (Scal) BORROWER BORROWER BORROWER (Scal) BORROWER (Scal) BORROWER BORROW | | | · · |
| BY SIGNING BELOW. Borrower accepts and a grees to the terms and revenants contained in this Security Instrument and in any rider(s) recented by Borrower and recorded with it. Seal Security Se | p-may | ~~ | |
| BY SIGNING BELOW, Borrower accepts and a grees to the terms and recorded with it. (Seal) ROBERT A GIFFORD (Seal) ROBERT A GIFFORD (Seal) Borrower (Se | Other(s) [specify] | · | |
| a Notary Public in and for said county and state, certif/ that **POPERT A GIFFORD AND MAUREEN REANEY.** HIS WIFE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that. **Signed and delivered the instrument as **Lhsit** free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this **State** day of **Notary Public, STATE OF ILLINOIS NOTARY PUBLIC | BY SIGNING BELOW, Borrower and in any rider(s) executed by Borrower | and recorded with it. ROBERT A GIFFOI | (Seal) -Borrower -Borrower -Borrower (Seal) -Borrower (Seal) |
| a Notary Public in and for said county and state, certify that FOBERT A. GIFFORD AND MAUREEN REANEY. HIS WIFE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that. they signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this | {Space I | Below This I inc For Acknowledgment |] |
| a Notary Public in and for said county and state, certify that ROBERT A GIFFORD AND MAUREEN REANEY. HIS WIFE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the signed and delivered the instrument as theat free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this | STATE OF ILLINOIS, | County ss: | 0/4 |
| personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that | 1 Holy Sprices | 2 | |
| personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that | | | $O_{x_{-}}$ |
| subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged thatt. her signed and delivered the instrument asthat | a Notary Public in and for said county and | state, certify that | |
| subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that | ROBERT A GIFFORD AND MAI | Jreen Reaney, His Wife | |
| Signed and delivered the instrument as | personally known to me to be the same per | rson(s) whose name(s) | |
| My conunission expires FICIAL SEAL JANE E SALAS NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/27/88 MY COMMISSION EXPIRES: 12/27/88 | subscribed to the foregoing instrument, app | peared before me this day in person, and | l acknowledged that‡. h& |
| My conunission expires FICIAL SEAL JANE E SALAS NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/27/88 MY COMMISSION EXPIRES: 12/27/88 | signed and delivered the instrument as | heir free and voluntary act, fo | or the uses and purposes therein set forth. |
| JANE E SALAS NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/27/88 MY COMMISSION EXPIRES: 12/27/88 | Given under my hand and official | seal, this | Gene 96 |
| NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/27/88 NOTARY PUBLIC. STATE OF ILLINOIS NOTARY PUBLIC PU | My commission expires FICIAL SEA | L } | |
| MY COMMISSION EXTENSION EX | S minus state Of | ILLINOIS 5 | Notary Public |
| 021891001344 17240LT6/MORTPG6 | MA COWWIGHING EVENT | mms / / | /90(page 6 of 6 pages) 17240LT6/MORTPG6 |

ADJUSTABLE RATE MORTGAGE RIDER

021891001344

day of JUNE 1996 25TH THIS ADJUSTABLE RATE MORTGAGE RIDER is made this and is incorporated into and shall be deemed to amend and supplement the Mortgage, Dued 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 ST. PAUL FIDERAL BANK FOR SAVINGS

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

N SHEFFIELD 2216

CHICAGO

IL 60614

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE AND MINIMUM RATE THE BORROWER MUST PAY. THE NOTE MAY ALSO CONTAIN THE OPTION TO CONVERT THE ADJUSTABLE INTEREST RATE TO A FIXED INTEREST RATE

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

7.375 % The Note provides for changes in the The Note provides for an initial interest rate of adjustable interest rate and the monthly payments, a fixed rate conversion region and transfer provisions as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES 4.

(A) CHANGE DATES

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

(B) THE INDEX

Beginning with the first Change Date, my adjustable 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 one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 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 that 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 THREE-QUARTERS percentage points (2.750 %) 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.

CONVERTIBLE ADJUSTABLE RATE RIDER SINGLE FAMILY 1YR T-BILL WEEKLY INDEX Nov 94 adjride1 Page 1 of 3

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

(D) LIMITS ON INTEREST RATE CHANGES

The interest rate that I am required to pay at the first Change Date will not be greater than 9.375 % or less than 5.375 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.000%) from the rate of interest I have been paying for the preceding 12 months. So long as I have not exercised my Conversion Option under Section 5 of this Note my interest rate will never be greater than 12.250%, which is called the "Maximum Adjustable Rate."

(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.

(F) NOTICE OF CHANGES

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

5. FIXED INTEREST HATE CONVERSION OPTION

I have a "Conversion Option" if marked (X) be ow. If there is no (X) marked, then a Conversion Option does not apply to my loan.

(A) I do not have a Conversion Option.

X (B) I have an option to convert to a fixed rate as described below.

(B-1) I have a Conversion Option that I can exercise, unless I am in default or this Section 5(B) will not permit me to do so. The "Conversion Option" is my ontion to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B-2) below.

The conversion can take place at any time after one year from the due date of my first payment. The "Conversion Date" will be the first day of the month after I have satisfied all of the conditions below, as determined If I want to exercise the Conversion Option I must first satisfy any condition which may be by the Note Holder. required by the Federal National Mortgage Association as a condition to its purchasing the loan at the time of conversion. I must also satisfy the following conditions: (i) I must give the Note Holder 15 days advance notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) prior to the Conversion Date, I must pay the Note Holder a conversion fee of \$500.00; (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the convirsion; and (v) I may have to pay an appraisal fee and prepay a portion of the principal balance of the loan under the following circumstance: if at loan origination, the principal amount of the loan is greater than 80% of the stated value of the appraisal report obtained in connection with my loan and private mortgage incurance from a company acceptable to the Note Holder is not in force in connection with the loan, then a new appraisal of the property securing the real may be required. I cannot exercise the Conversion Option unless I pay an amount which is enough to reduce the amount I will be expected to owe on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property.

(B-2) CALCULATION OF FIXED RATE

My new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of the date 15 days before the "Conversion Date" specified by the Note Holder for 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus a percentage ranging from three-eighths of one percentage point (0.375%) to one and one-eighth percentage points (1.125%), rounded to the nearest one-eighth of one percentage point (0.125%), depending on the amount of the unpaid principal belance I am expected to owe on the Conversion Date pursuant to the following schedule:

0.375% for unpaid balances of up to \$203,150.00

0.875% for unpaid balances from \$203,151.00 to \$450,000.00

1.125% for unpaid balances from \$450,000.00 and Higher

If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B-2) will not be greater than 12.250% which is called the "Fixed Maximum Rate."

Nov 94 adjride2

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Page 2 of 3

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(B-3) NEW PAYMENT AMOUNT AND EFFECTIVE DATE

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

12. UNIFORM SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

(A) Until Lexercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform Covinant 17 of the Security Instrument is described as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BIORROWER. 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 the exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by the Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also ney require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

(B) If I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform Covenant 17 of the Security Instrument described in Section 12(A) above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall instead by described as follows:

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 baneficial 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 process 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.

| BY SIGNING B | BELOW, Borrower acc | apts and ag | rees to the ter | ms and cove | mants containe | ed in this Adjustable |
|------------------|---------------------|--------------------|-----------------|-------------|----------------|--|
| ROBERT A GIFFORD | JOKU() | (Seal) Borrower | MAUREFI | NPEN. | Kearen (1 | }(Seal) Borrower |
| Nov 94 adjride3 | 021891001344 | (Seal) Borrower | Page 3 of 3 | 17310LT3 | /TBRIDEW3 | (Seal) Borrower (Sign Original Only) |

CONDOMINIUM RIDER

021891001344

day of THIS CONDOMINIUM RIDER is made this 25TH 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

ST. PAUL FEDERAL BANK FOR SAVINGS

(the "Lender") of the same date and covering the Property cescribed in the Security Instrument and located at: CHICAGO 2216 SHRFFIELD N

[Proper a Address]

IL 60614

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

[Name of Cor fornisium Project]

(the "Condominium Fro ect"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") Jole's 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 coverant and agree as follows:

- A. Condeminium Obligations. Porrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposes pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners p so liation maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Projec which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the ha ards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform 2 ovenant 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 mai itain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the formers 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 restortion or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrovier 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. Eurrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy a ceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the var 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 Coven at 10.
- E. Lender's Prior Consent. Borrower shall not except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the Owners Association; or

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MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mas/Fredd & Mac UNIFORM INSTRUMENT FORM 3140 9/90 (PAGE 1 OF 2 PAGES)

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the owners Association unacceptable to Lender.

F. Remedles. 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.

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

Proberil of Cook County Clerk's Office ..(Scal) ...(Seal) .(Seal) Borrewer ..(Scal) Brecower