DEPT-01 RECORDING

T00014 TRAN 8461 09/12/96 14:53:00 /

W-96-69887 46589 ¢ JW

COOK COUNTY RECORDER

This inst Ьγί CHARE MANHATTAN MORTGAGE CORPORATION 1211 WEST 22NO STREET, BUE DAKBROOK, IL 60521

MORTGAGE

61000082 1610000827

THIS MORTGAGE ("Security Instrument") is given on August 27, 1996

The mortgagor is

MARC E LORIN, UNMARRIED

GIT

("Borrower").

Co04 (This Security Instrument is given to CHASE MANHATTAN MORTGAGE CORPORATION

under the laws of the State of New Jersey , and whose address is

343 THORNALL STREET EDISON, NJ 08837 Borrower owes Lender the principal sum of

("Lander").

which is organized and existing

Two Hundred Thirteen Thousand, Six Hundred and 50/100 Dollars (U.S. \$ 213,600.00). This debt is evidenced by Borrower a rote dated the same date as this Security

Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid carlier, due and payable on September 1, 2026. This Security Instrument secures to Londor: (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 perform nee of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby moving ge, grant and convey to Lender the following described property located in

COOK

County, Illinois:

UNIT 504 AND P-104 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1155 WEST ARMITAGE CONDOM:NIU M AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 03028009, IN THE SOUTHEAST 1/4 OF SECTION 32, TOWN HIP 40 NORTH, TANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

4305975 B) 2013/ GIT

Tax nos. 14-32-400-092-1033 14-321-400-090-1046

Illinois-single family-prma/phlmc uniform instrument C-1205LT Page 1 of 6 (Rev. 10/94) Replace MAR-1205 (Rev. 3/91)

Form 30 (4 9/90

("Property Address");

UNOFFICIAL COPY

which has the address of

1155 W ARMITAGE UNIT 504, CHICAGO, IL 60614

TOORTHER WITH all the improvements now or hereafter crected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by ilits Security Instrument. All of the laregoing is referred to in this Security Instrument as the "Property".

BORROWIIR COVENANTS that Borrower is lawfilly select of the setale sereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Bortower 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 govering real property.

· UNIFORM COVENATITS. Horrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Propayment and Late Charges. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any 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 lien on the Property; (b) yearly lessehold payments or ground rents on it's Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly wrigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Londer may, at early time, collect and hold Punds in an amount not to exceed the maximum amount a lender for a federally related mortgage loss may require for Burrower's secret account under the federal Real Betate 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 of so, Lend'er may, at any time, collect and hold Funds in an amount not to exceed the teaser amount. Lender may estimate the amount of Frinds lue on the basis of current data and reasonable estimates of expenditures of future Escrow Itunu or otherwise in accordance with applicable law.

The Punds shall be hold in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lander, if Londer is such an institution) or in the Penderal Home Loan Bank. Lender shall apply the Punds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Punds, annually analyzing the secrow account, or verifying the Baccow Items, unless Lander pays Borrower interest on the Funds and applicable law permits Lander to make such a charge. However, Lender may require Borrower to pay a cha-time charge for an independent real setate tax reporting services 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 degrower 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 me Funds and the purpose for which each debit to the

Funds was made. The Funds are piedged as additional security for all sums secured by this Security Instrument.

If the Pands 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 account of the Funds held by Lender at any time is not sufficient to pay the Bacrow Items when due, Lender may so notify Borrows in writing, and, in such case Borrower shall pay to Lander 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 suras secured by this Security Instrument, Londor shall nometly refund to Borrower any Funds held by Lander. 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 a de as a credit as high the sums secured by

this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amount 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 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; (h) contests in good faith the lien, by or defends against enforcement of the lien in, logal 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 Londor departmines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londor may give Borrower a notice identifying the lien. Barrower 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 maintaired 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 Lander's option, obtain coverage to protect Lender's rights in the Property in accordance with Panigraph 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 promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restire 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 Lerge: 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 Lander, Borrower's right to any insurance polities and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sures secured by this Security Instrument

immediately prior to the comisition.

6. Occupancy, Progration, 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 some control within an execution of this Security Instrument of the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal is begun that in Lender's good saith judgment could result in forfeiture of the Property or otherwise materially impair the lien ordate! by this Security Instrument or Lander's security interest. Borrower may ours 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 for feiture of the Borrower's interest in the Property or other material impairment of the lien oreated by this Security Instrument or Lander's security interest. Borrower shall also be in default if Borrower, during the loan application precess, gave materially false or inaccurate information or statements to Lander (or falled 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 of a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower sequires fee title to the Property, the leasehold and the fee title shall not merge unless Lander agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower 15 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 list which has priority over this Security Instrument, copearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may ake rollon 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 nutlee from Lender to Borrower

requesting payment.

Security instrument, florrower shall pay the premiums required to maintain the mort; age insurance in effect. To for any reason, the mortgage limitrance coverage required by Lender lapses or ceases to be in effect, florrower 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, florrower shall pay to Lender each month a sum equal to one-twolfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage ispeed or ceased to be in effect. Lender will accept, use and rotain these payments as a loss reserve in flett 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 offect, 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 little of condemnation, are hereby sesigned and

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shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accured 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 Lerder 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 sums secured immediately before the taking, divided by (b) the fair market value of the Proporty immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property Immediately before the taking is less than the amount of the sur is 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within : 0 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 officerwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Puragraphs I and 2 or change the amount of such payments.

11. Bortowr Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not oper ite in 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 it's 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 Borrower's interest in the Property under the term's of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (o) agrees that) ender and any other Borrower may agreed to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other can 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 w'ile! exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal oved 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 of the Note which can be given effect without the conflicting provision. To this end the provisions of this Scourity Instrument and the Note are declared

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 Londer's prior written consent, Londer may, at its option, require intended at 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 Sourity Instrument.

If Landler 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 falls to pay these sums prior to the expiration of this period, Lander may invoke any remedias

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

18. Borrower's Right to Reinstate. If liorrower mosts certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) ourse any

default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon relistatement by Borrower, this Security Instrument and the obligations secured hereby shall romain fully effective as if no accoleration had occurred. Horsever, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sais may result in a change in the entity (known as the "Lyan 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 Sulistances 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 act at 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 20/2 Hazardous Substances' are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspectos 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 Lendor further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give natice to Borrower prior to acceleration following Borrower's breach of any envenient or agreement in this Security Instrument that 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 only 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 foreclesses. 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 Tangraph 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 mail release this Security Instrument

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

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and resorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall remend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

The following riders are attached: Condominium Rider Adjustable Rate Rider

UNOFFICIAL COPY BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrum

and in any rider(s) executed by Borrower and recorded with it.	are to the mire do termine and militare in total page 115. Small defines
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MARC & LORIN	
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18pale Brown This Line Fo	a Andamowindgement)
STATIS OF ILLINOIS, County of COOK)
Circuit Constitution	y ee:
	Φ,
I, the Undersigned, a Notary Public in and for said coun	ty and an le. do hereby certify that
MARC & LORIN, UNMARRIED	2
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	Contract of the Contract of th
	7.6
personally known to me to be the same person(s) whose name(s) l	stare) but need that the the formulas instrument amount to fine
me this day in porson, and acknowledged that he/she/they signed	i and delivered the said instrument sa tue, her, their free and
voluntary net, for the uses and purposes therein set forth.	190
Given under my hand and official seal, this 27th	day August, 1996
My Commission expires 2)23/9/7	~ Y \
	None Page
or or the control of Illinois	
The second second	,

FIXED/ADJUSTABLE RATE RIDER

CMT NON-CONVERT 1/1 ARM

(First 7 Years Fixed)
(1 Year Treasury Index -- Rate Cape)

61000082 1610000827

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27th day of August, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Ingrament") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

CHASE MANHATTAN MORTGAGE CURPORATION (the "Londer") of the same date and covering the property described in the Security Instrument and located at:

1155 W ARMITAGE UNIT 504, CHICAGO, JL 60614

(Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of

Bight & One-Bighth

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of September 2003 and on that day every 12th month thereafter. Each date on which my interest rate could change is called "Change Date."

MULTISTATE PIXED/ADJUSTABLE RATE RIDER-NONCONVERTIBLE/ASRUMABLE C-7746.18 (896) Page 1 of 3 (replace 196)

Stopperty of County Clerk's Office

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. This 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 which is based upon comparable information. The Note Holder will give me notice of this choice,

(C) Calculation of Changes

Eefore each Change Date, the Note Holder will calculate my new interest rate by adding Two & Three-Quarters

2.750 percentage points (%), "the Margin", 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.

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

(D) Limits on Interest Ante Changes

The interest rate I am regulated to pay at the first Change Date will not be greater than

Eleven & Cne-Eighth

11.125

or less than

Five & One-Eighth

5.125

Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest 1 have been paying for the preceding twelve months. My interest rate will never be greater than

Thirteen & One-Eighth

13.125

or less than the Margin.

(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 after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes ! my 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 an war any question I may have regarding the notice.

(A) Until the interest rate is converted from a fixed rate to an adjustable rate on the first change date,

Uniform Covenant 17 shall be as follows:

Transfer of the Property or a Beneficial Interest.

If all or any part of the Property or any interest in it is sold or transferred to if a beneficial interest is sold or transferred) without immediate payment in full of all sums secured by this Security Instrument, Lender may call all such sums immediately due and payable.

If Lender exercises this right, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which the 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 remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) Once the interest rate converts to an adjustable rate, Uniform Covenant 17 described in (A) above shall

MULTISTATE PIXED/ADJUSTABLE RATE RIDER-NONCONVERTIBLE/ASSUMABLE C-77/18.k (5/96) Page 2 of 3 (replaces 1/96)

then cease to be in effect and Uniform Covenant 17 shall instead be as follows:

Transfer of the Property or a ligneficial interest.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest is sold or transferred) without immediate payment in full of all sums secured by this Security Instrument,

Lender may call all such sums immediately due and payable.

If Lender exercises this right, Lander shall give Borrower notice of acceleration. The notice shall provide a period of not iree than thirty (30) days from the date the notice is delivered or mailed within which the Iterrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of such period, Lender may invoke any remedice permitted by this Security Instrument without further notice or demand on Borrower.

After the first Change Date, the Lender shall not exercise this right if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferse 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 Lendur.

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

BY SIGNING BELOW, Borrowel accepts and agrees to the terms and covenants contained in this Pixed/Adjustable Rate Rider.

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CONDOMINIUM RIDER

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THIS CONDOMINIUM RIDER is made this

27th day of

ALGUST 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Orad of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

CHASE MANHATTAN MORE/AGE CORPORATION , a corporation organized and existing under the laws of the state of NEW JERSEY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1155 W ARMITAGE UNIT 504, CHICAGO, IL 60614

Property Address

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

ARMITAGE CONDOMINIUM

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

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

- A. CONDOMINIUM OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Projects'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; are (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. ITAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance

MULTISTATE CONDOMINIUM RIDER-Single Partily C-601 (LY (LYM) Page 1 of 1 (Replace 1094) Person 3144 WHI

carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly

premium installments for hazard insurance on the Property; and

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

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

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

- C. PUBLIC LIAP(L) TY 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.
- D. CONDEMNATION. The price ids of any award or claim for damages, direct or consequential, payable to Borrower in connection with any conformation or other taking of all or any part of the Property, whether of the unit or of the common elements or for my conveyance in lieu of condemnation, are hereby assigned and shall be paid to lender. Such proceeds shall be applied by Londer to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. LENDER'S PRIOR CONSENT. Borrower snall 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 Condonsistem Project, except for abandonment or termination required by law in the case of substantial destruction by the case of substantial destruction by the case of a taking by condomnation or eminent domain;
- (ii) any amendment to any provision of the Constituent documents if the provision is for the express benefit of Lander;
- (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 unacceptable to Lender.
- F. REMEDIES. If Borrower does not pay condominium dues and assessments when due the, Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of the rower accured by the Security Institutent. Unless horrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disburisment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BHLOW, Borrower accepts and agrees to the terms and provisions contained in this

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MULTISTATB CONDOMINIUM RIDBR-Single Family C-6017LT (5/96) Page 3 of 3 (Replaces 10/94)

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Property of Cook County Clerk's Office

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