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DEPT-01 RECORDING \$39.50
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COOK COUNTY RECORDER

Prepared by: Jane Lohrmann

FIRST AMERICAN TITLE

CL9 2795

Permanent Tax Indent No:
09-15-212-067-1007

2-005513-4

MORTGAGE

3950
by

THIS MORTGAGE ("Security Instrument") is given on
September 30, 1996
Gregory S. Martin and
Joan M. Martin his wife,

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

Fidelity Federal Savings Bank

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 5455 W. Belmont Ave., Chicago, IL 60641 ("Lender"). Borrower owes Lender the principal sum of

Forty Six Thousand Nine Hundred & 00/100

Dollars (U.S. \$ 46,900.00).

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 October 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of
Illinois

9588 N. Terrace Pl. #1D
[Zip Code] ("Property Address");
Des Plaines

[Street, City]

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Initials: *[Signature]*
Amended 5/91

KMP
6R(IL) (9502)

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VMP MORTGAGE FORMS - (800)621-7291



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Digitized by srujanika@gmail.com

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0076 FORM 5010

person owned payment instruments, Borrower shall promptly furnish to Lender all notices of renewals to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 allegations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the obligee(s) as set forth in the instrument.

1 and 2 shall be applied; first, to any preparatory charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Section 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

monolithically payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by an acceptable law, Lender shall account to Borrower for the excess Funds 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.

The Funds shall be held in an institution whose depositors are insured by a Federal agency, insurmountability, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, and may not charge Borrower for holding and applying the Funds, annually balancing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest, on the Funds and applies them 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 in writing, Lender shall not be required to pay Borrower any interest or earnings on the Funds, regardless of the time it takes to be paid. Lender shall be liable for all sums secured by its security instruments.

1. Payment of Principle and Interest; Prepayments 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.

VARIATIONS BY JURISDICTION To constitute a uniform security instrument covering real property, variations by jurisdiction do not affect the general form of the instrument.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited general application, as indicated below, to meet the needs of all claimants and debtors.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage or sell the same and convey the property to anyone numbered, except for encumbrances of record. Borrower warrants that

TOGETHER WITH all the improvements now or hereafter erected on or adjacent thereto, and all fixtures now or hereafter a part of the property. All replacement parts and addititions shall also be covered by this Security Instrument as the "Property".

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

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

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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, without regard to conflicts of law principles. The parties hereto hereby consent to the jurisdiction of the state and federal courts located in such jurisdiction.

(4) 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 otherwise required by law or by registered mail, postage prepaid, to the address set forth in the Note.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; then: (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.

12. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenants and agreements of dis
Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of
paragrah 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 solely to mortgage, grant and convey that
Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums
secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or
make any accommodations with regard to the terms of this Security Instrument or the Note without their Borrower's consent.

11. Borrower Not Responsible; Forbearance Not a Waiver. Extension of the time for payment or modification 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. Borrower's successors in interest shall not be liable to Lender for any breach of this Agreement by Borrower. Lender shall not be liable to Borrower for any failure to exercise any right or power granted by this Security Instrument unless such failure results in material damage to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium officers to make any award of a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and 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 due.

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 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, the proceeds shall be reduced by the amount of the sums secured by the Security Instrument otherwise than the amounts immedately 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 sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking.

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

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

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

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

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

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

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

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Form 3014 9/80

WMP -BRL(L) (19802) Page 5 of 6



ATTN: LOAN CLOSING

CHICAGO, IL 60641

5455 N. BELMONT AVE.

STRELLITZ FEDERAL SAVINGS BANK

MAIL TO:

2-005513-4

9/21/97
My Commission Expires:

Notary Public

Given under my hand and official seal, this 30th day of September 1996

Notary Public in and for said county and state do hereby certify that

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same to be the true and genuine signature(s) whose name(s)

is(g)ed and delivered the said instrument for the uses and purposes herein set forth.

I, KELLY KAWELL, Notary Public in and for said county and state do hereby certify that

Gregory S. Martin and Joan M. Martin has wife,

Dupage

STATE OF ILLINOIS,

County ss:

Borrower
(Seal)Borrower
(Seal)

John M. Martin

Borrower
(Seal)

Gregory S. Martin

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in
any rider(s) executed by Borrower and recorded with it.

Witnesses:

24. Rider(s) to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- [Check applicable box(es)]
- | | | | | | | |
|---|--|---|---|--|--|-----------------------------------|
| <input checked="" type="checkbox"/> 1A Family Rider | <input type="checkbox"/> Condormium Rider | <input type="checkbox"/> Planmed Unit Devolopment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Gradualized Payment Rider | <input type="checkbox"/> Belloon Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Rate Adjustable Rate Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Other(s) [specify] | | | |

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 recording costs.

23. Waiver of Foreclosure. Borrower waives all right of homestead exception in the Property.

96-52152

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 30th day of September, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") in

**Fidelity Federal Savings Bank
5455 W. Belmont Ave.
Chicago, IL 60641**

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

9580 W. Terrace Pl. #1D Des Plaines Illinois 60016

[Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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 8.250 %. 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 10/01/99, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:

The weekly average yield on United States Treasury securities adjusted to a constant maturity of three years, 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 on 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

THREE AND ONE-HALF percentage point(s) (3.500 %) to the Current Index.

The Note Holder will then round the result of this addition to the Nearest Next Highest Next Lowest one-eighth percent (0.125 %). Subject to the limits

stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

8/94



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Page 2 of 2

(800) 866-2222

• [Gchromer
— (Seal)

Borrower

Borrower -
(See) Sec.

- Borrower

If transfer of the Property or a Beneficiary interest is sold or transferred for any interest in it is sold or transferred (or if it is beneficially held) in Borrowser, if all or any part of the Property is not a natural person without Lander's prior written consent, it is option shall not be exercised by Landor, unless secured by this Security instrument. However, this option shall not be exercised by Landor if exercise of all sums secured by this Security instrument is sold or transferred and Borrowser is not a natural person) without Lander's prior written consent, Landor may, at its option, require immediate payment in full of all sums secured by this Security instrument. Landor may invoke any remedies permitted by this Security instrument if Borrowser fails to pay these sums prior to the expiration of this period, Landor may invoke any remedies permitted by this Security instrument if Borrowser fails to pay these sums prior to the expiration of this period, unless further notice of demand of Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Assignment.

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

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of 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

My new monthly 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 begins again.

(E) Effective Date of Changes

(4) My interest rate will never be greater than 14.25% which is called the rate of interest payable to the preceding period.

(5) May interests arise with regard to increases or decreases in any single category due to market from

(2) The minister shall make available to pay or, in case of change of government, to the person who has so far made available

(1) There will be no maximum limit on interest rate changes.

(D) Limits on Interest Rate Changes
Lawsuits against banks that charged interest rates higher than the maximum allowed will be no problem for me.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate unless otherwise specifically agreed upon.

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2-005513-4

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30th day of September, 1996,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's
Note to

Fidelity Federal Savings Bank

(the "Lender")

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

9588 N. Terrace Pl. #1D, Des Plaines, Illinois 60016

[Property Address]

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

Coventry Place Condominium

(Name of Condominium Project)

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

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

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

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

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

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

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

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

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to
Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 2

Form 3140 9/90

VMP - 8 (9:08)

VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291

Initials _____

UNOFFICIAL COPY

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

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

(i) Any amendment to any provision of the Constitution Document in the provision is for the express benefit of Lender; (ii) termination of professional management and assumption of self-management of the Owners Association; or (iii) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(iv) Any amendment to any provision of the Constitution Document is for the express benefit of Lender; (v) 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;

(vi) the abandonment or termination of the Condorminium Project, except for abandonment or written consent, either partition or subdivision the Property or consent to:

F. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Ultimatum, Consent to: (a) such proceedings shall be applied by Lender to the sums secured by the Security Instrument as paid to Lender. Such proceedings shall be applied by Lender to the sums secured by the Security Instrument as paid to Lender or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be unit of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be