

UNOFFICIAL COPY

WHEN RECORDED MAIL TO

95736683

FIRST RESIDENTIAL MORTGAGE, L.P.  
600 N. FIRST BANK DRIVE  
PALATINE, IL 60067

96127613



DEPT-01 RECORDING \$45.50  
T#0010 TRAN 3168 10/27/95 16:08:00  
#0361 # C.J. \*-95-736683  
COOK COUNTY RECORDER

1st AMERICAN TITLE order # 10001210213

Prepared By:  
JO FABIAN  
FIRST RESIDENTIAL MORTGAGE, L.P.  
600 N. FIRST BANK DRIVE  
PALATINE, IL 60067

DEPT-01 RECORDING \$45.50  
T#5555 TRAN 7829 02/16/96 12:36:00  
#5543 # J.J. \*-96-127613  
COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

LOAN NO. 95001686

**MORTGAGE**

45.50  
T#

1995

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 24**  
The mortgagor is **KRZYSZTOF ZIMOWSKI AND URSZULA ZIMOWSKI, HUSBAND AND WIFE**

("Borrower").

This Security Instrument is given to **FIRST RESIDENTIAL MORTGAGE, L.P.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose  
address is **600 N. FIRST BANK DRIVE,**  
**PALATINE, IL 60067**

("Lender").

Borrower owes Lender the principal sum of **FIFTY-ONE THOUSAND TWO HUNDRED AND 00/100**

Dollars (U.S. \$ **51,200.00** ). 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 **NOVEMBER 1, 2025**. 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 RIDER**

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Office

**\*\*\*THIS MORTGAGE IS BEING RE-RECORDED TO DELETE ERRONEOUS ARM RIDER AND CORRECT ARM RIDER, AND ADD 1-4 FAMILY RIDER.**

95736683

17-10-400-012-1127

which has the address of **400 E RANDOLPH ST. #1121**

**CHICAGO**

(Street)

(City)

Illinois

**60601**

("Property Address");

(Zip Code)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3014 9/90  
Laser Forms Inc (800) 446-3555  
LIFT #FNMA3014 11/94

Page 1 of 6

Initials: KZ UZ

45.50  
John

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TOGETHER WITH all the improvements now or hereafter erected 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 this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to 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 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 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 leasehold payments or ground rent on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in 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 law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest 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 Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. 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 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 amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach 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

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

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

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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 to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, 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 Reinstatement.** 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 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 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-

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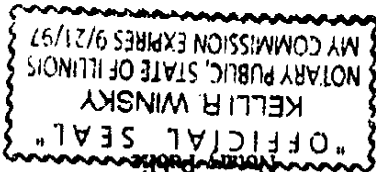
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ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3014 9/90  
LHAR FORM JNC (800) 448-3555  
LHAR #FNMA3014 11/84

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Initials: K2 U2



*Kelli R. Winsky*  
Notary Public

My Commission expires: 9/21/97

Given under my hand and official seal, this 24TH day of OCTOBER, 1995

signed and delivered the said instrument as **ARE** free and voluntary act, for the uses and purposes therein set forth.  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**  
\*Christopher Kozlowski, personally known to me to be the same person(s) whose name(s)  
do hereby certify that \*KRZYSZTOF ZIMOWSKI AND IRSZULA ZIMOWSKI, HUSBAND AND WIFE  
I, the undersigned, a Notary Public in and for said county and state,  
Cook County, ss:

STATE OF ILLINOIS,

(Space Below This Line For Acknowledgment)

*Krzysztof Zimowski*  
Borrower (Seal)  
*Irszula Zimowski*  
Borrower (Seal)  
*Christopher Kozlowski*  
Borrower (Seal)

Witnesses:

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.

- Adjustable Rate Rider
- Balloon Rider
- Graduated Payment Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

applicable box(es))

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check  
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
to Borrower. Borrower shall pay any recordation costs.  
limited to, reasonable attorneys' fees and costs of title evidence.  
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  
before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by  
existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or

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## RIDER TO LEGAL DESCRIPTION

UNIT NUMBER 1121 AS DELINEATED ON SURVEY OF CERTAIN LOTS IN THE PLAT OF LAKE FRONT PLAZA, A SUBDIVISION OF A PARCEL OF LAND, LYING IN ACCRETIONS TO FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1962 AS DOCUMENT NUMBER 18461961, CONVEYED BY DEED FROM ILLINOIS CENTRAL RAILROAD COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 17460, RECORDED MAY 7, 1962, AS DOCUMENT NUMBER 18467558, AND ALSO SUPPLEMENTAL DEED THERETO RECORDED DECEMBER 23, 1964, AS DOCUMENT NUMBER 19341545, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 9, 1962, AND KNOWN AS TRUST NUMBER 17460, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22453315 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY) IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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WHEN RECORDED MAIL TO  
FIRST RESIDENTIAL MORTGAGE, L.P.  
600 N. FIRST BANK DRIVE  
PALATINE, IL 60067

1st AMERICAN TITLE order # 087736 KW 2 of 3

LOAN NO. 95001686

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **24TH** day of **OCTOBER**, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **FIRST RESIDENTIAL MORTGAGE, L.P.**

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

**400 E RANDOLPH ST. #1121**  
**CHICAGO, IL 60601**

(Property Address)

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

### **THE 400 CONDOMINIUM ASSOCIATION**

(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.

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\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower  
*URSULA ZIMOWSKI*

\_\_\_\_\_  
(Seal)  
Borrower  
*KRZYSZTOF ZIMOWSKI*

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

from Lender to Borrower requesting payment. shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower. F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may maintained by the Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage Association; or  
(iii) termination of professional management and assumption of self-management of the Owners benefit of Lender;  
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express condemnation or eminent domain;  
(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 written consent, either partition or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior Instrument as provided in Uniform Covenant 10.

shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to coverage to Lender.

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 excess paid to Borrower.

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

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FIRST RESIDENTIAL MORTGAGE, L.P.  
600 N. FIRST BANK DRIVE  
PALATINE, IL 60067

LOAN NO. 95001686

**ADJUSTABLE RATE RIDER**  
(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **24TH** day of **OCTOBER**, **1995**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **FIRST RESIDENTIAL MORTGAGE, L.P.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
**400 E RANDOLPH ST. #1121, CHICAGO, IL 60601**

(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 **7.500 %**. 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 will change on the first day of **NOVEMBER**, **1997**, and on that day every 12th 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 1 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 which 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 **THREE AND ONE QUARTER** percentage points ( **3.250 %** ) to the Current Index. The Note Holder will then round the result of this

MULTISTATE ADJUSTABLE RATE RIDER - ARM 6-2 - Single Family - Fannie Mae Uniform Instrument

Form #3111 3/85

Laser Forms Inc. (800) 446-3555

LFT #LF3111 10/94

Page 1 of 2

Initials:

*[Handwritten Signature]*

06/27/96

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MULTISTATE ADJUSTABLE RATE RIDER - ARM 6-2 - Single Family - Fannie Mae Uniform Instrument

Form #3111 3/85  
Lender Form Inc. (800) 448-3555  
LFT #L713111 10/94

Page 2 of 2 Initials: \_\_\_\_\_

\_\_\_\_\_  
 (Seal) Borrower  
 KRZYWOTOP ZIMOWSKI

\_\_\_\_\_  
 (Seal) Borrower  
 URSZULA ZIMOWSKI

Rate Rider  
 BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable  
 without further notice or demand on Borrower.  
 sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument  
 mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these  
 acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or  
 If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of  
 unless Lender releases Borrower in writing.  
 in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument  
 acceptable to Lender and that obligates the transferee to sign an assumption agreement that is  
 consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is  
 To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's  
 this Security Instrument is acceptable to Lender.  
 security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in  
 transferred as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's  
 option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended  
 exercise is prohibited by federal law as of the date of his Security Instrument. Lender also shall not exercise this  
 full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if  
 a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in  
 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not  
 Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any  
 Uniform Covenant 17 of the Security Instrument is amended to read as follows:

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

the notice.  
 be given me and also the title and telephone number of a person who will answer any question I may have regarding  
 monthly payment before the effective date of any change. The notice will include information required by law to  
 The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my  
 (F) Notice of Changes  
 payment changes again.  
 payment beginning on the first monthly payment date after the Change Date until the amount of my new monthly  
 My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly  
 (E) Effective Date of Changes  
 twelve months. My interest rate will never be greater than  
 Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding  
 less than 5.500%. Thereafter, my interest rate will never be increased or decreased on any single Change  
 The interest rate I am required to pay at the first Change Date will not be greater than 9.500% or  
 (D) Limits on Interest Rate Changes  
 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  
 below, this rounded amount will be my new interest rate until the next Change Date.  
 addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D)

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WHEN RECORDED MAIL TO  
FIRST RESIDENTIAL MORTGAGE, L.P.  
600 N. FIRST BANK DRIVE  
PALATINE, IL 60067

LOAN NO. 95001686

## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **24TH** day of **OCTOBER**, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **FIRST RESIDENTIAL MORTGAGE, L.P.**

(the "Lender")

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

**400 S RANDOLPH ST. #1121  
CHICAGO IL 60601**

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument  
Form 3170 9/90

Laser Forms Inc. (800) 448-3555  
LIFT #LF13170 11/94

Initials: *Y* *WK*

30000000

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MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument  
Form 3170 9/90  
Lender Forms Inc. (800) 446-3888  
LHT #LH13170 11/94  
Page 2 of 2  
Initials: \_\_\_\_\_

Borrower  
\_\_\_\_\_  
(Seal)  
  
Borrower  
\_\_\_\_\_  
(Seal)  
  
Borrower  
\_\_\_\_\_  
(Seal)  
  
Borrower  
\_\_\_\_\_  
(Seal)

*Signature*  
\_\_\_\_\_  
Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

remedies permitted by the Security Instrument.

Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full. Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents shall not terminate until the Property is sold and the proceeds are used to pay the debt.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.  
**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.  
If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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