

UNOFFICIAL COPY

RECORD AND RETURN TO:
SOUTH END SAVINGS, s.b.

18200 SOUTH HALSTED STREET
HOMEWOOD, ILLINOIS 60430

- DEPT-01 RECORDING \$41.00
- T40012 TRAN 0292 04/24/96 09:58:00
- 43387 + ER *-96-307897
- COOK COUNTY RECORDER

Prepared by:
ANDREW LINDSTROM
HOMEWOOD, IL 60430

96307897

3801-31

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MORTGAGE

211

THIS MORTGAGE ("Security Instrument") is given on **APRIL 17, 1996** . The mortgagor is
FRANCES GILLESPIE, AN UNMARRIED PERSON

("Borrower"). This Security Instrument is given to
SOUTH END SAVINGS, s.b.

which is organized and existing under the laws of **THE STATE OF ILLINOIS** , and whose
address is **18200 SOUTH HALSTED STREET**
HOMEWOOD, ILLINOIS 60430 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FIFTY SIX THOUSAND SIX HUNDRED AND 00/100

Dollars (U.S. \$ **156,600.00**).

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 **MAY 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:
UNIT 301 IN THE 1115 SOUTH PLYMOUTH COURT CONDOMINIUM, AS DILINEATED ON
A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 (EXCEPT THE
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

26827897

17-16-424-005-1028

which has the address of **1115 PLYMOUTH COURT-UNIT 301 , CHICAGO** Street, City .
Illinois 60605 Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/91

VMP -6RIL (9408)

Amended 6/91

VMP MORTGAGE FORMS - 18001621-7281

Initials: *JL*

Page 1 of 6

DPS 1089

BOX 333-CTI

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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) consents in writing to the substitution of the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender supordinating the lien to a major claim of the lien, or (d) secures from the holder of the lien an agreement satisfactory to Lender determining the lien to a minor claim of the lien.

to the person owing money: Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

4. **Charges:** Lesors, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which carry priority over this Security instrument, and leasehold payments of 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 pay all notices of demands, bills of costs, expenses, and other charges of every kind, and all other expenses, which may be incurred by Lessor in connection with the collection of any amount due under this Agreement.

third, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

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 paragraphs

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, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by this Security Instrument.

time is not sufficient to pay the Borrower 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 months by payments at Lender's sole discretion.

If the Funds held by Lender exceed the principal as liquidated security for all sums secured by this instrument, then to the Funds was liable; the Funds the principal as liquidated security for all sums secured by this instrument.

The Funds shall be held by 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, if the Funds to pay the Escrow items, Lender may not charge or recover for holding and applying the Funds, and may not apply the escrow account, unless Lender may receive interest on the Funds and applies to the Funds to pay the Escrow items, unless 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 Lender to be paid, Lender shall be paid 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 account 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 held as security for all sums secured by this Security Instrument.

Escrow letters or other writings in accordance with applicable law.

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 when payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 retain any amount held Funds in an amount not to exceed the maximum amount allowed by law. At any time, collect and hold Funds in an amount not to exceed the maximum amount allowed by law. Lender may release monies for Borrower's account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law 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.

1. A symmetrical trapezoidal and triangular, trapezoidal and large triangles, bow-tie small promulgated 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.

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

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.

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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage it.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all assessments, appurtenances, and taxes now or hereafter a part of the property. All improvements and additions shall also be covered by this Security.

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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 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

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1a. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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

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 loan to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to the 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 premium.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-signants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 7; Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable to Lender and Borrower, jointly and severally, for all sums due under this Security instrument under the terms of this Security instrument or the Note notwithstanding any agreement to the contrary in the Note.

11. Borrower Not Responsible for Delays in Payment of Interest or Such Payments.
Borrower shall not be liable for the nonpayment of interest or any other payment if such payment is not received by Lender in accordance with the terms of this Note.

12. Waiver of Remedies.
Lender's failure to exercise any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

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 the sums are due. The value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this instrument if the Property is taken in which the full value of the Property is paid to Borrower. In the event of a partial taking of the Property in which the full value of the Property is not then due, with any excess paid to Borrower, the Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspect the Property. Lender shall give

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 alternative mortgagelender approved by Lender.

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3801-31

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 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 right 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:

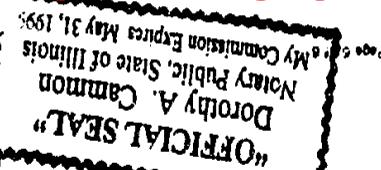
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

DPS 1093

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DPS 1094

Form 3014 9/90



GRILL (9408)

“OFFICIAL SEAL”
Given under my hand and official seal, this 17th day of April 1996.
Signed and delivered the said instrument, sworn before me this day in person, and acknowledged that he/she
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she
personally known to me to be the same person(s) whose name(s)

FRANCES GILLESPIE, AN UNMARRIED PERSON

, a Notary Public in and for said county and state do hereby certify
that
County ss:

—Borrower _____
(Seal) _____

—Borrower _____
(Seal) _____

—Borrower _____
(Seal) _____

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

FRANCES GILLESPIE

Check applicable box(es):

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> condominium Rider	<input type="checkbox"/> Other(s) (Specify)
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Balloon Home Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider

the cover of this and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
Securities, instruments, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement
Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security, instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement
in any rider(s) executed by Borrower and recorded with the
Witnesses:

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recording costs.

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

21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums
non-existent or default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on
inform Borrower of the right to accelerate after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(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
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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RIDER - LEGAL DESCRIPTION

UNIT 301 IN THE 1115 SOUTH PLYMOUTH COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 (EXCEPT THE EAST 50 FEET OF THE NORTH 120.33 FEET THEREOF) IN BLOCK 6 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE, IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A"-2' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25205468, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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17-16-424-005-1028

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Property of Cook County Clerk's Office

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ADJUSTABLE RATE LOAN RIDER 3801-31

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 17TH day of APRIL , 1996 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to SOUTH END SAVINGS, s.b. , (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

1115 PLYMOUTH COURT-UNIT 301, CHICAGO, ILLINOIS 60605
(Property Address)

MODIFICATIONS. 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 has an "Initial Interest Rate" of 7.0000 %. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on MAY, 2001 and on that day of the month every 12 months thereafter.

1. INTEREST RATE CHANGES

(A) The Index

Any changes in the interest rate will be based on changes in an interest rate index which will be called the "Index". The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index". The index is the: (Check one box to indicate Index.)

- (1) *Weekly average yield on United States Treasury securities adjusted to a constant maturity of year(s).
- (2) *National Average Median Cost of Funds-Monthly
- (3)

If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

(B) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE FOURTH percentage points (2.2500 %) to the Current Index. The Note Holder will then round the result of the addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (C) below, this rounded amount will be my new interest rate until the next Change Date.

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 in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(C) Limits on Interest Rate Changes

- (1) If this box is checked, there will be no maximum limit on changes in the interest rate up or down.
- (2) If this box is checked, the interest rate I am required to pay at the first Change Date will not be greater than 9.0000 % or less than 5.0000 %. Thereafter, the interest rate will not be changed by more than 2.000 percentage points on any Change Date. My interest rate will never be greater than 13.000 %, or less than 2.250 %.

(D) Effective Date of Changes

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

*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply. DPS-26 (11-85)

Rev. 03/26/96

DPS 2516

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4475 Sag

Rm. 1274

96307887

Property of Cook County		Borrower	Borrower
		(Seal)	(Seal)
		By signing this, Borrower agrees to all of the above.	
		Borrower FRANCES GILLESEPIE <i>[Signature]</i>	

If there is a transfer of the property subject to Paragraph 1, or the security instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a charge in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

D. TRANSFER OF THE ROBERT

If Lender is a non-resident of any part of the sums secured by this Security Instrument are subject to a lien under the instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to the lien as provided in paragraph 4 of the Security Instrument or shall promptly form satisfaction to Lender under the instrument.

C. PRIOR LIENS

If could be held that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interests or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount which exceeded permitted limits. (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to the permitted limit; and (C) any sums already collected from Borrower which exceeded permitted limits will be repaid 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.

B. LOAN CHARGES

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

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3801-31

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17TH day of APRIL , 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
SOUTH END SAVINGS, s.b.

(the "Lender")

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

1115 PLYMOUTH COURT-UNIT 301, CHICAGO, ILLINOIS 60605

Property Address

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

1115 SOUTH PLYMOUTH COURT 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.

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

Form 3140 9/90

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DPS 2890

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-Borrower _____
(Seal)
-Borrower _____
(Seal)
-Borrower _____
(Seal)
-Borrower _____
(Seal)

FRANCIS GILLESPIE

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

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

F. Recipients. If Borrower does not pay condominium dues and assessments when due, then Lender may pay such amount 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 Constitution Documents if the provision is for the express purpose by condemnation or eminent domain;

(i) the abandonment or termination of the condominium Project, except for abandonment or reorganization required by law in the case of substantial destruction by fire or other causality or in the case of a willful conversion, either partition or subdivision of the Property or consent to:

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

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sum secured by the Security Instrument as provided in Uniform Covenant 10.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to