AFTER RECORDING MAIL TO

Old Kent Mortgage Company Secondary Marketing Operations Final Documentation P. O. Box 204 Grand Rapids, MI 49501-0204

97443214

LOAN NO. 3929229 Affiliate No.

449189 RITH 178

DEPT-O1 RECORDING

\$43,00

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\$7456 \$ CG #-97-443214

COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("security Instrument") is given on June 13, 1997 DIVORCED AND NOT SINCE REMARRIED

. The mortgagor is

("Borrower").

This Security Instrument is given to

PRESIDENTIAL MORTGAGE COMPANY.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 3285 N AFLINGTON HTS RD.ST. 20 . ARLINGTON HEIGHTS. IL 60004

The Hundred Seventy Nine Thousand Nine Hundred Dollars and Borrower owes Lender the principal sum of Dollars (U.S. \$ 179.900.00

). This debt is evidenced by Borrower's note dated the same date as this "ecurity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and phyable on July 1. 2027 . This Security Instrument secures to Lender: (a) the repayment of the debt e fidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of air goner sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the period ance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowe, does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois: Jany's Office

SEE ATTACHED LEGAL HERETO AND MADE A PART THEREOF.

14-33-206-011-0000

which has the address of

2123-25 N

("Property Address");

CLARK STREET [Street]

CHICAGO [City]

[Zip Code]

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."

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT PAGE 1 OF 6 ISC/CMDTIL//0491/3014(9-90)-L

FORM 3014 9/90

BOX 333-CTI

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Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of action. a lien which may attain priority ever this Security Instrument, Lender may give Borrower a notice identifying the lien. Lender subordinating the lien to this Security Instrument. It Lender determines that any part of the Property is subject to operate to prevent the enforcement of the tien; or (c) secures from the holder of the first an agreement satisfactory in good tains the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion sgrives in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in

Controver shall promptly discharge any lien which has priority over this Security Instrument unless Borrower! (4)

Lender receipts evidencing the payments. emounts to be paid under this paragraph. It Borrower makes these payments directly, Borrower shall prompily fariging to

psy them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all netices of Property which may arrain priority over this Security Instrument, and icaechold payments or ground rents, if say.

Borrower shall pay these obligations in the transmet provided in paragraph 2, or if not paid in that manner, Borrower shall

4. Changes; Lieux. Borrow et shall pay all raxes, assessments, charges, fines and impositions attribuilable to the paragraphs t and 2 shall be applied: first, to any prepayation charges due under the Note; second, to answars payable under paragraph 2; third, to inservest due; fourth, to principal due; and last, to any late charges due under the Note;

3. Application of Payments. Universapplicable law provides otherwise, all payments received by Lender univer-

sums secured by this Security Instrument. or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale is a credit against that

Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquimiton Upon payment in full of all sums secured by this Security limitaries, Lender shall profitted to Bottomer any

we the deficiency in no more thus twelve monthly payments, at Lender's sole discretion! Borrower for the exoess Funds in accordance with the requirements of applicable law. It the amount of the Fends hale

and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall m by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

-monutati tying, a side of bonsone areas the rol trinuous lenoitible as boglodg one about Funds, showing credits and debits to the Funds and the purpose for which debit to the Funds was made. The the innerest shall be paid on the Femds. Lender shall give to Borrower, without charge, an annual accomming of the required to pay Borrower any inferest or camings on the Furd. Porrower and Lender may spree in writing, however, provides otherwise. Unless an agreement is made or applicable and requires interest to be paid, Lender shall not be independent real estate tax reporting service used by Leads in connection with this four, unless applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for m escrow account, or verifying the Escrow Rems, united place Borrower interest on the Funds and applicable have pay the Escrow Herre. Lender may not charge Potrower for holding and appiving the Funds, sumually study the

(including Lender, if Lender is such an inclusive) or in any Federal Home Lond Bank. Lender shall apply the Funds to

The Funds shall be held in an institution of whose deposits are instituted by a foderal agency, institutionality, or child

this sombrosse in seiveraffo to antil worsell small to extenditures of extensive a Menorian bre sale restrict of and hold Fands in an amount not to exceed the lesser amount. Lender thay estimate the amount of Funds due on the eeq. ("RESPA"), unless abonder haw applies to the Funds sets a lesser amount. If so, Lender may, at any time, coilect under the federal Real Est activement Procedures Act of 1974 as amended from time to time, 12 U.S.C. . 2601 & exceed the maximum, strooms a lender for a federally related more ages formuly require for Borrower's eacrow account premissus. These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount no Borrower to Leaby it is accordance with the provisions of paragraph 8, in lieu of the payment of mongage insurance yearly flood insufance premiume, if any; (e) yearly mortgage insurance premiume, if any; and (f) any sums payable by iceschold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiunts; (d) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly

2. Funds for Taxes and Lesurance. Subject to applicable law or to a written waiver by Lender, Borrower slud pay and any principal of and interest on the debt evidenced by the 140te and any prepayment and late due tunder the i. Pagracat of Principal and interest Prepayantational Late Characts. Borrower shall promptly pay when due

to Leader on the day monthly psyments are due under the Note, with the Note is paid in full, a sum ("Funds") for: (4)

UNIFORM COVENANTS. Borrower and Lender coverant and agree as

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this cannot on molimization has see landing for the continue and the condition condition of the continue and the continue and

encutabrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to imy enorigage, gram and convey the Property and that the Property is uncheunibered, except for encuminamees of reopini. BORROWER COVENANTS that Bostower is lawfally seised of the estate hereby conveyed and has the right to

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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 abandous 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 revair or restore the Property of it 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 montaly 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.

- 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 chall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupator, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating fircumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, a low 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 our such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a wing 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. Bortower shall also be in default if Bortower, 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 store, including, but not fimited 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 archives 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 covenant, 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 Pas 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 meet 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.

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,

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and a market makes is no now more of naving eased ovail or bounced of likely amountaint princes with as not believery solves by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given minima it by first class amil unless applicable law requires use of another rathbol. The notice slaid be directed to the A significate. Any motion of Dorrower provided for the thirs Security Instrument shall be given by delivering it of by

will be tremed as a partial prepayation without any prepayment charge under the Moto. principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reducing exceeded permissed littairs will be refunded to Borrower. Lender may choose to make this refund by reducing the mocestary to reduce the charge to the permitted limit; and (b) any sume already collected from Borrower which connection with the four exceed the permisted limits, then: (a) any such lone charge shall be reduced by the amon

charges, and that hav is fittally interpreted so that the interest or other loss charges collected or to be collected in The Louis Charges. If the loan secured by this Security Instrument is subject to a law which sees maximum bound

instrument or the Note without that Bostower's consent. Borrower may agree to extend, enoidify, forbear or make any accommodations with regard to the terms of this Solumby not personally obligated to pay the same secured by this Security instrument, and (c) agrees that Lender and any dater in (6) in the structure of the structure of the frequency and the structure of the source of the second of the structure of the second of the on yino incuminishi yirimool einis gariagie-oo ei (s) :260M sale 3102000 non ezoob sod meanarmis yirinool einis on with the second of the seco

this Security Instrument shall bind and benefit the successors and assigns of Lender and Bortower, subject to the 18. Successes and Assigns Bound, Islant and Sciental Liability; Conjugacy. De corecums and agreements of wy tight or temedy shall not be a waiver of or preclude the exercise of any right or vinody.

demand made by the criginal Borrower or Borrower's successors in inscress. Any lorbentance by Lender in excretizing time for payment or otherwise thoughty amortization of the surne secured by the County Institution by reason of any interest. Lender shall not be required to commence proceedings against 🚟 successor in interest or refuse to existal is excessome e transcring to remorning this give entries of the existence of entrangle for flede temorning to terraini mi poezacouz van or rabna. I yet bannary marin man virinae? sidt yet banaase anne art to noinaimonn to noinailibon

11. Berrower Not Released; Forbranance By Lender Mil a Malver. Extension of the time for payment de

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To best the indicated sequence of the indicated and indicated the sequence of Property of to the sente secured by this Security Instances, whether or not then due.

notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repige of the

mistic an award or sortle a claim for damages, Bo rower fails to account to Lender writing to the line date tim If the Property is abundoned by Bornews, or if, after motice by Lender to Bornower that the condemnor offers to

, अवके एन्यों, कार द्वापाल जोते अवस्था का अवस्थित स्थापाल होता है। unicas applicable itsy otherwise provides the proceeds shall be applied to the sums secured by this Security on the sense secured time of the taking, unless Borrower and Lender otherwise agree in writing on taking of the travers in a first arise take the first between the safe with a first and the safe and the safe a talms of the Property in the before the taking, Any Lalance and he gold so Borrower, ha the event of a guardine solioning fraction: (4) by discipling and amount of the sums secured immediately before the taking, divided by (6) in smaller writing, the sums secured by this Scennity Institutions shall be reduced by the amount of the proceeds multiplied by the

seems secured by the Security Instrument immediately before the taking, unless Borrower and Lender officinging ed: No manum outs meets rousing to or lamps at gainles out strongly beliable to the south of the finite of the following the property of the following the following the first out the following the first outside instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Sedmity

resigned and shall be paid to Lender. we condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are increby 19. Constantation. The proceeds of any sware or claim for damages, direct or consequential, in connection with

moissagani anti toti seusa sidanoeassi gni-clissaga noitsagani na ot roing no to amin ada sa soinon ra-normal svig 💤 Fresportion. Lender or its agent may make reasonable entries upon and inspections of the Property. Limber shall

is accordance with any written agreement between Borrower and Lender or applicable law. mainkain montgage insurance in effect, or to provide a loss reserve, until the requirement for montgage insurance enda testings amount again becomes available and is obtained. Borrower shall jusy the premiums required to phion of Lender, if mortging insurance coverage (in the amount and for the period that Lender requires) probable by an मुनायाय का न नियन व्यवस्था का नियम हो। यह तो प्राचन के प्राचन के लिए हो। यह स्वयं के नियम के नियम के प्राचन के Borrower shall pay to Lember each mounh 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 which these

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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. 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 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 flays 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 I strument 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 'lefat' it 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 his Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Fortower. 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 sate 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, ore, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyong else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences a all 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, lawout 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 Propert, is accessary, 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 flaminable 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 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

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22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security sale of the Property. The ractice shall further inform Borrower of the right to reinstant after acceleration and the right to assert in the foresteeme proceeding the non-existence of a default or any other defense of Borrower to acceleration and foresteeme, if the default is not cours on or before the dute specified in the notion, Lember at the option and consider payment in fall of a secured by this Security instrument with the consider provided to sufficient protecting. Lember shall be emitted to collect all experts in protecting, Lember shall be emitted and expenses in proceeding the removing the removing

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

.Virgicit of Homestean. Borrower waives all right of homestead exemption in the Property.

and to the start (e) roter for the continue of the continue of the start of the start of the start of the start with this Society Instrument, the coverants and agreements of each such rider shall be incorporated time and shall 24. Widers to this Security Enstrument. If one or more riders are executed by Borrower and recorded together

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STREET ADDRESS: 2123 UNCLARK STREET CIAL COLLABORATION COUNTY: COOK

TAX NUMBER: 14-33-206-011-0000

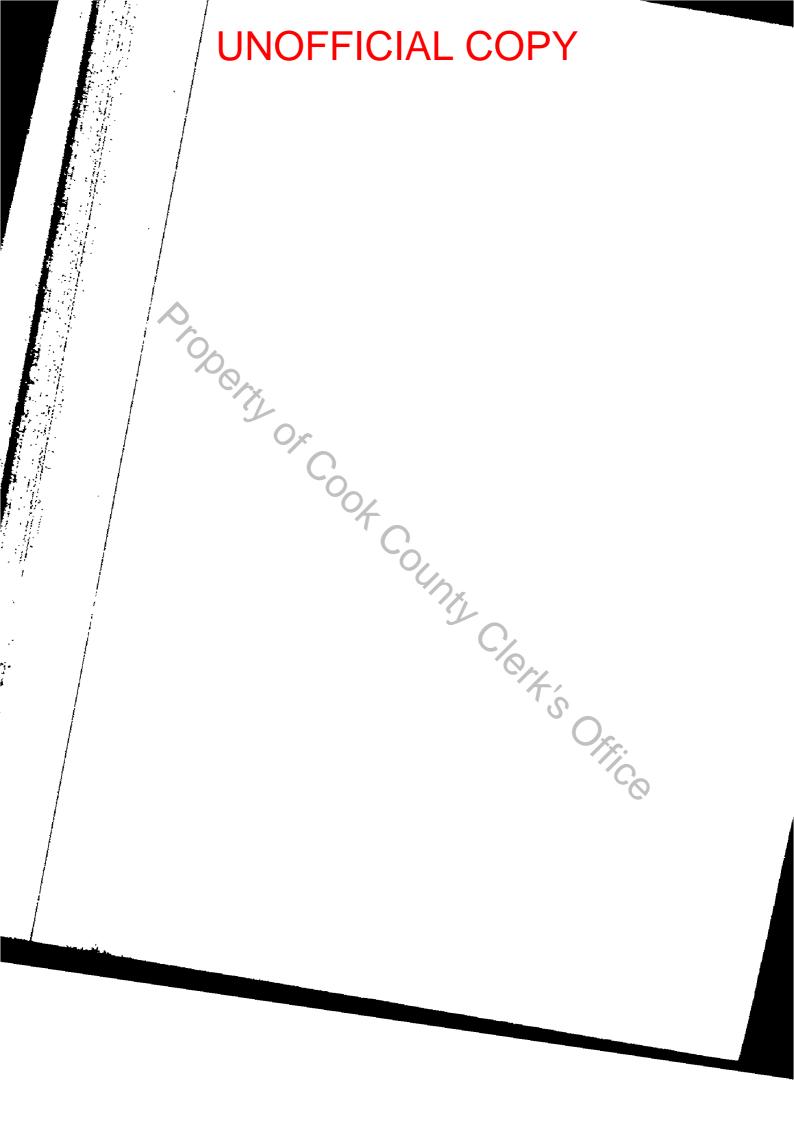
LEGAL DESCRIPTION:

UNIT 2125-1 AND P-6 IN WEST PARKE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 25 AND 26 IN ROBINSON'S SUBDIVISION OF BLOCK 19 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 96578201; TOSETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON BLEMENTS, IN COOK COUNTY, ILLINOIS

Droperty of Cook County Clerk's Office

97443214



ADJUSTABLE RATE RIDER LOAN NO. 3929229

1) Year Treasury Index-Rate Caps-Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 13th day of June. 1997. 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 PRESIDENTIAL MORTGAGE COMPANY

(the "Lender") of the same date

and covering the property described in the Security Instrument and located at:

2123-25 N CLARK STREE (1111. CHICAGO. IL 60614 2125-1 /18/11 [Property Address]

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

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6 1500%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES.

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of July 1998, excon that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 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

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percentage point(s) (3 0000 %) to the Current Index. The Note Holder
will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the
limits stated in Section 4(D) below this rounded amount will be my new interest site until the part Change Date.

limits stated in Section 4(D) 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.

MULTISTATE ADJUSTABLE RATE RIDER-SINGLE FAMILY-FNMA UNIFORM INSTRUMENT ISC/CRID**//0392/3118(01-89)-L PAGE 1 OF 3 FORM 3118 1/89

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(E) Effective Date of Changes "Ahich is called the "Maximum Rase." anterest I have been paying for the preceding 12 months. My interest rate will never be greater than 1.2. 75.0 0 %, To pier out moril of (percentage point(s) (2 0000 тон Три 7 5 0 0 - R. Thereafter, my edjustable interest rate will never be increased or decreased on any single Change Date The interest rate I am required to pay at the first Change Date will not be greater than AND ESSEND # 00 ST. 8 espect) staff terrotal no chair. (d)

ECS4260.0N NO.1

My new interest rate will become effective on each Change Date. I will pay the amount of my new mentalty payment personned to the mount of my mentalty payment.

(f) Notice of Changes

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 relightone mumber of a person who will answer any question I may have regarding the To munorite and their sates that soldier with the states of any changes in my adjustable interest take and the amount of

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S. FIXED INTEREST 2-1E CONVERSION OFFION

(A) Option to Courtet to Live i Rate

edjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below. so. The "Conversion Option" is my option to conven the interest rate I am required to pay by this Note from an * DAYS & Conversion Option (A.) Can exercise unless & am in default or this Section 5(A.) will not permit me to the

the conversion can only take place on a do c(z) specified by the Note Holler during are grinning on the

If I want to exercise the Conversion Option, I taked flow accusin conditions. Those conditions are that: (i) first Change Date and ending on the fifth Change P. 2. Each date on which my adjustable inserest rate can convert to the fixed tase is called the "Conversion Date."

Note of the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion threst give the Note Holder motive that I want to do so; (ii) on the Conversion Date, I must not be in default under the

requires to effect the conversion. sand (iv) I must sign and giv ; the Nove Holder any documents the Nove Holder. 60.0052 2.U to 23

(II) Calculation of Fixed Rate

Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above. the Note Holder will determine my interest rate by using comparable information. My new the calculated under the point (0.125%). If this required any yield cannot be determined because the applicable communication are not available, equinazing and to distance restraints of one percentage point (\$250.0), rounded to the meatest one following percentages term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applied the 60-day mandatory delivery thrigins of the first of the neuron one of the neuron of the percentage point (0.125%), or (ii) to the uniquish fixed rate mortgages covered by applicable 60-day mandatory delivery commitmy ins. plus five-eighths of one date and time of day specified by the Note Holder for (i) if the original series Note is greater than 15 years, 30 years My new, fixed interest rate will be equal to the Federal Mariemal Mercente Association's required net yield as of a

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the leading payment shell sritually has known knowers with [3]

.अस्टे एरंगप्रधात का सामान माध्या क्रिया amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new Manually Date at my new fixed innerest tate in substantially equal payments. The result of this calculation with be the new the woold be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in the

I. Utilil Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Run C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Rider, Uniform Covernm 17 of the Security Instrument is amended to read as follows:

LOAN NO. 0929229

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest it in 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 Logarument.

If Lender exercises this option, Lender shall give Bo rower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or milled 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 ordice or demand on Borrower.

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

At A Control	
MARK GREENBAUM	(Seal) Borrower
	(Seal) Borrower
	(Seal)
	(Seal) Borrower

Property of Cook County Clerk's Office

LOAN NO. 0929229

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 13th day of June, 1997 incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security . and is Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to PRESIDENTIAL MORTGAGE COMPANY

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

2123 25 CLARK STREE

ANY CHICAGO, IL 60614

[Property Address]

The Property increases a unit in, together with an undivided interest in the common elements of, a condominium project crown as: NEST PARK CONDOMINIUMS

[Name of Condominum 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, 21 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 sayment 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 inscrance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owi ers /issociation 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 of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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payable, with it terre is upon notice from Lender to Borrower requesting payment.

maintained by the Owners Association unacceptable to Lender.

solicity consent, either partition of subdivide the Property of consent to:

Association; or

express benefit of Lender;

taking by condemnation or eminem domain;

payment, these small bear interest from the date of disbursement at the Note rate and shall be Bostonics axisted by the Security Institutions. Utiless Bostonics and Lender agree to other series of to the manufacture distinct the Exercise of the Exercise paragraph I shall become submissional debt of F. Dementes. If Bortower does not pay condominium dues and assessments when due, then Leider

(vi) any action which would have the effect of rendering the public liability insurance coverings

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(ii) any amendment to any provision of the Constituent Documents if the provision is for the

E. Lender's Frier Consent. Borrower shall not, except after notice to Lender and with Lender's prior

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sensitization required by law in the case of substantial destruction by fire or other examily or in the case of a (i) the abandonment or termination of the Condominium Project, except for abandonment or

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