BANHAMERICA MIG WHLESALE UNOFFICIAL COPY

BOX 370

SUBMITTED FOR RECORDATION BY AND RETURN TO:

LOAN # CO63067285

Prepared by: BANK OF AVERICA MICHEST WHOLESALE 3600 WEST 80TH ST., SUITE 760. BIJUNINGTON, MN 55431

LOAN # 0063057285

MORTGAGE

THIS MORTGAGE ("Security lostr ment") is given on AUGUST 29, 1997 . The mortgagor is ALEKSEY KROPACHEV AND JULIA KROPACHEV! HUSBAND AND WIFE AS JOINT TEVANTS

("Borrower"). This Security Instrument is given to BUIK OF AVER CA, FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 3800 WEST 80TH ST., SUITE 760, BLOOVINGTON, WN 55431 ("Lend a"). Borrower owes Lender the principal sum of ONE HANDRED EIGHTEEN THOUSAND EIGHT HUNDRED AND DOLLIGH

Dollars (U.S. \$ 118,800.00). 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. ("Not paid earlier, due and payable on SEPTEVSER 01, 2004 . This Security Instrument secures to Lander (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 Counity 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 describer, property located in COCK County, Illicois:

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

Parcel ID#: 14-17-405-005

which has the address of 923 West Cultum Avenue IE. CHICAGO

Dinois **6**0513 (Zip Code) ("Property Address");

MALINOIS-Scole Family-FIBRATFICALE UNIFORM INSTRUMENT Form 2014 INSTRUMENT Form 2014 9/90 Amended 12/93

VMP MORTGAGE FORMS - (820)521-7291

CVIL 08/29/97 11:59 AM 0363057265



(Stroet, City),

OMC No.: 10056967

3. Legal Description:

Unit 1-E in Cullonworth Condominium as delineated on a survey of the following described real estate:

Lot 17 in Buena Park Subdivision, a subdivision of part of lot 16. South of the Northwesterly 1.735 chains and the North 1/2 of lot 15 in Hundley's Subdivision of the South East 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document No. 96113243, together with its undivided percentage interest in the common elements.

PERMANENT INDEX NUMBER: 14-17-409-006

Ox Cook County Clark's Office

Member No.

6. OMC 10056967 Bary H Suman

CYCHAGINE OF ATTORNEY

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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 2s 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. Rorrower 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 of and interest or the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

(e) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rems 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 an ount a lender for a federally related mortgage loss may require for Borrower's escrow account under the federal wai Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 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 dria and reasonable estimates of expenditures of future Estrow 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 Long over for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, where Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Under 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 equires 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 define to the Funds was made. The Funds are piedged as

additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be rule 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, I take may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the leftiency. 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 six's 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, 1) amounts payable under payagraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under up. Note.

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may atmin princity over this Security Instrument, and leasehold payments or ground reces, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, they were 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 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

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Page 1 CVIL 08/29/97 33:59 MM C053057285

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 duraged, 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 for perty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, take Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay such a 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 priccipal shall not extend or postpone the due date of the monthly property is referred to in paragraphs I 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 price to the acquisition shall pass to Lender to the extent of the sums secured by

this Security Instrument immediately prior to the requisition.

6. Occupancy, Preservation, Maintenance at a Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and or 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 circumsone is 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. Dether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or other vise 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 rolling 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 on be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender for failed to provide Lender with any material information) in connection with the loan evidence, 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 Dorrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in witting.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lepter'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

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premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

give Borrower notice at the time of or prior to an inspection spenifying reasonable cause for the inspection.

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

assigned and shall be paid to Lender.

In the event of a total raking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether o' not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Sen city Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) up. it all amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property ir middately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair marker value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums serviced by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrow e. of if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Porrower 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 same secured by this Security Institute ent, whether or not then due.

Unless Lender and Borrower otherwise agree in writing my 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 such

payments.

11. Borrower Not Released; Forbearance By Lender 101 a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security his rument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the outpinal Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by his Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12 Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Ally Borrower who co signs this Security Instrument but does not execute the Note. (a) is consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Inscrement (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londar and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security

Instrument or the Note without that Borrower's consent.

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13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets minimum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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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.

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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 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 exceleration. 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 Pirit to Reinstate. It 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 u e lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. To: Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior not be to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payment due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unreast of 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 a contained 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 is .

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, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two anyone shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances what 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, demond, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Mazardous 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 and cring 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 petrolium 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

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specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not sured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all

| Instrument by judicial proceeding. Lender shall remedies provided in this paragraph 21, including title evidence. 22. Release. Upon payment of all sums secured instrument to Borrower. Borrower shall pay any record Security Instrument, but only if the fee is paid to a permitted under applicable law. 23. Waiver of Homestead. Borrower waives all 24. Riders to this Security Instrument. If one with this Security Instrument, the covenants and agreements and aud supplement the covenants and agreements Security Instrument (Check applicable box(es)) Adjustable Arte Rider Graduated Payment Rider Rate In | be entitled to collect all expenses incurred in pursuing the pursuing the contitled to collect all expenses incurred in pursuing the pursuing dation costs. Lender may charge Borrower a fee for releasing this third party for services rendered and the charging of the fee is right of homestead exemption in the Property. For more riders are executed by Borrower and recorded together expenses of each such rider shall be incorporated into and shall safe this Security Instrument as if the rider(s) were a part of this minium Rider d Unit Development Rider Biweekly Payment Rider Second Home Rider |
|---|---|
| TAN MOGE | s) specify) |
| | |
| BY SIGNING BELOW, Borrower accepts and | agrees to the terms and covenants contained in this Security |
| Instrument and in any rider(s) executed by illowower as | nd recorded with it. |
| Witnesses | |
| | (Stal) |
| | ALEXSEN EREPACHEN |
| | J. A.K. |
| | (Scal) JE 1 ROMEN aka Yuliya Kropacheva Borrower |
| (Se | YK YK |
| ·Borros | |
| STATE OF ILLINOIS, | Dully Comises |
| : SANDRA K. MARNICK | Alan Barrier La Colonia de la colonia de |
| entition hetsen kropacken i | 3 Notary Public in and the sold county and state do hereby |
| | BUILT E TO PHENCE YOU, IN THE |
| Krogucheva | 0, |
| | , personally known to me to be the same person(s) whose |
| name(s) subscribed to the foregoing instrument, appear | ed before me this day in person, and acknowledge that The |
| signed and delivered the said instrument as | That is free and voluntary act, for the uses and purposes |
| therein set forth. | |
| Given under my hand and official seal, this | 24 depot August . 1947. |
| My Commission Expires: 12 -14 - 2000 | - politica |
| | Notary Fublic |

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LOAN # 0063067285

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 29TH day of AUGUST , 1997, 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 the Borrower's Note to BANK OF AVERICA, FEDERAL SAVINGS BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 923 WEST CALCH AVENUE IE, CHICAGO, IL 60613

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lander may the fact the Note, Security Instrument and this Rider. The Lander or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the ovenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the Maturity Date of the Note and Security Instrument (the "Minurity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of SEPI DPLR 01, 2027, and with an interest rate equal to the "New Note Rate" determined in act ordered with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to remay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

MULTISTATE BALLOON RIDER - Single Family - 6/97

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ELECTRONIC LASER PORMS, INC. - (800)327-0545 Page 1 of 3

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2 CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the Property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lieu against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New York Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTERATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required that yield for 30 year fixed rate mortgages subject to a 60 day mandatory delivery commitment, p.113 one half of one percentage point (0.5%), rounded to the nearest one eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in direct on the date and time of day that the Note Holder receives notice of my election to exercise the Con at 1011 Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as cauring ed in Section 3 above is not greater than 5 percentage points above the Note Rate and all other or no tions required in Section 2 above are satisfied, the Note Holder will determine the amount of the country payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued by unorid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Matu ity Date (assuming my monthly payments then are current as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully wid.

5. EXERCISING THE CONDITIONAL REFINANCING OF TION

The Note Holder will notify me at least 60 calendar days in 1 dence of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other strass] am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exactise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note holder will provide my payment record information, together with the name, title and address of the parameters representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option by a orifying the conditions of Section 2 above. I may exercise the Conditional Refinancing Option by a orifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the later Holder with acceptable proof of my required ownership, occupancy and property lien status. But he Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents

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required to complete the required refinancing. I understand the Note Holder will charge me a \$250.00 processing for and the costs associated with updating the title policy, if any, and any reasonable third-party costs, such as documentary stamps, intengible tax, survey, recording less, etc.

| BY SIGNING BELOW, this Balloop Rider. | | the terms and covenants contained in |
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| A-BS875U (9706) | Page 3 of 3 | -Berrower |
| AB | 2 m 2 m 4 | (Sign Criginal Only) |

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LOAN # 0363067285

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29TH day of AUGUST .

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 Note to BANK OF AMERICA. FEDERAL SAVINGS SANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 923 UPDT CULLOM AVENUE IE CHICAGO, IL 60612

(Property Address)

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

THE COLLOWNUMP

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

CONDOMINIUM COVENANTS. In addition to the coven arts and agreements made in the Security Instrument, Borrower and Lender further covenant and agree of 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, whin due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE CONDOMINIUM RIDER - Siegle Pamily - 497

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ELECTRONIC LASER FORMS, INC. - (800)327-0545

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- 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 end 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," them:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard instrume on the Property, and
- (ii) Posterer's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the coverage is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lerder prompt notice of any large 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 Propert, 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 extress 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 chim 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.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or torsent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction in five or other cesualty or in the case of a taking by condomination or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;



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- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Romedies. If Borrower does not pay condominium dues and assessments when due, then Lender may may them. Any amounts disbursed by Lender under this paragraph F shall become additional debyo, Borrower secured by the Security Instrument. Unless Borrower and Lender agree ent the payable.

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 TEST28 to other terms of garment, these amounts shall bear interest from the date of disbursement at the Note rate and shall a payable, with interest, upon notice from Lender to Borrower requesting pasment.

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

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| + Gab TK | (Seal) |
| Ta Yuliya Kropacheva | -Borrower |
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