UNOFFICIAL COPY38354 (Specifical Control of the Con

3 17 (OTAL 24 GOL 1997 19:03 17:40:53 to a condition Recorder

RECORD AND RETURN TO PNC Mortgage Corp. Attn. Investor Delivery/S1-S075-03-8 78 N. Fairway Drive Verneg Hills, IL, 60061

BOX 370

Prepared by.

Dr. ADD Arthurster Compatibility of the control for

MORTGAGE



THIS MORTGAGE ("Security treat ament") is given on TOWARD TO DOUBLE ON CHANGE IN THE ROLL

333 Mate 16 East . The mortgagor is

("Borrower"). This Security Instrument is given to 9% Miller GAME : 1969 - 16 AME 1 2 A

which is organized and existing under the laws of 100 - 4316. address is to handle taleway print. Wisher him to highest maked

, and where

("Let de,"). Borrower ower Lender the principal sum of TO REPORT FOR THE PROPERTY OF THE PARTY OF T

). This debt is evidenced by Borrowey, note dated the same date as this Security | Dollars (4 ,3, \$) #5 ,25c, 0c Instrument ("Note"), which provides for monthly payments, with the full debt, 7, out paid earlier, due and payable on 49 9 BHA 1 (50.55 . This Security Instrument secures to Lender, (a) the repayment of the debt evidenced by the Note, with interest, and aff 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 (petrument; 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 County, Illinois

THE LEGAL DESCRIPTION ATTACHED BURGETO AND MADE A PART HEREOF.

which has the address of about the torsworth Ave. 1811 of Philipping 60852 1316 Hinois (Zin Code) ("Property Address");

(Street, City)

ILLINDIS - 90 FAMILY - ENMA/FRIME UNIFORM INSTRUMENT FORM 3014 INSTRUMENT Form, 3014 n 3014 - 9/98 Amended 5/91 intiple) - BROLL SPORTE SCHOOL AND SECTION OF APPE

Page 1 of ti

VMP MORTGAGE FORMS 1 (800)521-7291

ATGF, INC



F698601

UNOFFICIAL COPY38354 Fage 2 of 18

TOOETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered

by this Security Instrument, All of the foregoing is referred to in this Security Instrument as the "Property,"

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

limited variations by jurisdiction to constitute a uniform security instrument covering real property,

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

4. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when doe the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note,

2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Scenity Instrument as a lien on the Property; (b) yearly leasehold may ments or ground rents 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 item., "ac called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum arount a lender for a federally related mortgage Ioan may require for Borrower's escrow account under the federal Real Vistate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), infess another law that applies to the Funds acts a lesser amount. If so, Lender may, at any time, collect and hold Pixxis in an amount not to exceed the leaser amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Excrow 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 institutions) or in any Pederal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, Lender may not charge For ower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as

additional security for all sums secured by this Security Instrument, 🜙

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

Upon payment in full of all sums accured by this Security Instrument, Lender shall proportly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Propert), Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquistor a 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 I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to accounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly fornish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; 60, 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

The second of th

UNOFFICIAL COPY38354 rape for the

Lender subordinating the lien to this Security Instrument, If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, Lender shall have the right to hold the policies and renewals, If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the

insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums second 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 some 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 of cryies 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 accuired 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; Horrower'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, or less 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 each 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 of other material impairment of the lien created by this Security Instrument or Lender's security interest, Borrower shall use 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 foan 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 here we er 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 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 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 Japses or ceases to be in effect, Borrower shall pay the

Introduction AND

Form 3014 9/90

UNOFFICIAL COPY

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 insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum espal 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, if 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 respections of the Property, Lender shall.

give Borrower notice at the time of or prior to an inspection specifying recomable 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 evens of a total taking of the Property, the proceeds shall be applied to she same accured by this Scenity Instrument, whether or 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 same secured by this 3 curity Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the same secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the same secured immediately before the taking, divided by (b) the fair market value of the Property is available before the taking. Any balance shall be 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 less than the amount of the same 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 same secured by this Security Instrument whether or not the same are the adue.

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

Property or to the sums secured by this Security Instrument, whether or not then due,

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 such

payments.

11. Borrower Not Released; Forbearance By Lender No. 2. Waiver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest, I ender 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 the Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest, No. 2 a bearance 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, Arg. Borrower who consigns 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 Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Leager 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.

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

Institute W

CO 1400DAAD (B.) .07 4795

Form 3014 9/90

UNOFFICIAL COPY 38354 rape to the 16

first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as

provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. For 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 Horrower 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, I ender 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 Insergment. If Borrower fails to pay these sums prior to the expiration of this period, I ender may invoke

say remedies permated by this Security Instrument without further notice or demand on Borrower.

18. Horrower's Kight 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 (5) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all some which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cores are 3 fault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' feest and (d) takes such action as I ender may reasonably require to assure that the lien of this Security Instrument, I ender's rights in the Property and Borrower's obligation to pay the sames secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the ontogetism 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 12.

19. Sale of Note: Change of Loan Servicer. The Non- or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without price notice to Borrower. A sale may result in a change in the entity thrown 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 last.

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 secretics shall not apply to the presence, are storage on the Property of small quantities of Hazardous Substances, durance 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, rewain or other action by any governmental or regulators agency or private party involving the Property and any Property. 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 aftermy the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmenta Law.

As used in this paragraph 20, "Hazardous Substances," are those substances defined as toxic or hazardous substances, by Environmental I aw and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile sofvents, 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, afety or environmental protection.

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree is 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

currietes AA

UNOFFICIAL COPY38354 rage and to

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 nonrexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release, Upon payment of all sums secured by this Security Instrument, I ender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

Instrument without charge to Borrower, Borrower shall pay any recordation costs. 23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.
24. Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, ICheck applicable box(es)} You have a part of this Security Instrument, ICheck applicable box(es)} You have a part of this Security Instrument, ICheck applicable box(es)} You have a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) the rider(s) Instrument as if the rider(s) Instrument as if the rider(s) Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument a
BY SIGNING BELOW, Borrow's accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Portower and recorded with it. Witnesses: ARMANIOO V. PLOROSO (Seat.)
(Seal)
(Seaf) -Burrower -Burrower STATE OF ILLINOIS, (Seaf) -Burrower
1. Mark Q. Hammond, a Notary Public in and for soid county and state do hereby certify that Armando V. Pedroso
personally known to me to be the same person(s) whose
name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Le signed and delivered the said instrument as therein set forth, Civen under my hand and official seal, this As Septem by Ny Commission Expires Sotary Pulse Sotary Pulse The last of the lines and purposes Sotary Pulse Sotary Pulse The last of the lines and purposes Sotary Pulse Sotary Pulse The last of the lines and purposes Sotary Pulse Sotary Pulse
My Commission Expires By ach C. H
"DFFICIAL SEAL" MARK C. HAMMOND Noter: Public, State of Hillarois My Commission Expires 5/30/98

UNOFFICIAL COPY SESSA (age 7 a) 16

UNIT 2-S IN THE YELLOW FACE CONDOMINIUM HOMES AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

LOTS 37 AND 38 IN BLOCK 4 IN LANE PARK ADDITION TO LAKEVIEW IN SECTION 20, 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 MADE BY THE NORTH SHORE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1979 AND KNOWS AS TRUST NO. 243 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 25310031 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

PERMANENT (NDEX NO. 14-20-300-027-1006

1 (NDEX NO. 14-20-300-027-1006
353Pp.N. Bosworth. Whit 25, Chep. 20-40697

CONDOMINIUM RIDER

TVis CONDOMINIUM RIDER is made this 25fff day of SEPTEMBEP. . 1997. . and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Security Inscrement") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to PNC MORTGAGE CORE. DF AMERICA, AN ORTO CORPORATION

(the "Lender") of the chare date and covering the Property described in the Security Instrument and located at: 3536 N. BOSWORTH AVE UILT 2, CHICAGO, 111,18018-60657:1316

H ropers Address)

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

YELLOW FACE CONDO

(Name of Condominum Froject)

(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.

MULTISTATE CONDOMINIUM RIDER - Single Family - F

and the to the event needs of the control of the co

Page 1 of 8

VMP MORTGAGE FORMS - (800)/621-7791

Fo.m. 3140 9/90

initiple:

LENDER'S #: 09-24-54087



UNOFFICIAL COPY 38354 rage viole to

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 regolations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Decements.
- 8. 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 deeped satisfied to the extent that the required coverage is provided by the Owiers Association policy

Borrower shall give Lender prompt notice of any tapse 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 seeded 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.

COZGRETARE DE SZ STOR

Form 3140 1/90

mage 2 of 4

- 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.
- 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 consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other easualty or in the case of a taking by condemnation or eminent logain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express tenefit of Lender;
- (iii) termination of professions 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. Remedies. If Borrower does not pay condorainium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph P shall become additional orbit of Borrower secured 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 Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

PRO PROPERTY OF THE PROPERTY O

Form 3148 3788 Instinctor

UNOFFICIAL COPY38354 Figure 18

BY SIGNING BELO provisions contained	W. Borrower accepts and a in this Condominium Rider	1,
	ARMANDO V. PEDROSO	My (Seal) -Burrower
		-Borrower
DO THE		-Borrower
	O _K	(Seal) -Borrower
	Page 4 of 4	
CC200 IDAAD (M) .97 9/96		Cotto
~ BU reseas	Pago 4 of 4	Form 3140 9/90

UNOFFICIAL COPY 354

FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS PINED/ADJUSTABLE RATE RIDER is made this 25TH day of SEPTEMPER , 1997 , and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Security Exstrument") of the same date given by the undersigned (the "Borrowei") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to PNC MORTGAGE CORP. OF AMERICA, AN OPHO CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3536 N. BOSWORTH AVE SWIT 2. CHICAGO, ILLINOIS 60657-4316

Gl'roporty Address!

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. 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.

ADDITIONAL COVENANTS. In addition to the covenants and agreements 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 fixed interest rate of \$\frac{1}{2} \tag{25} \%. The Note also provides for a change in the initial fixed rate \$\tau\$ an adjustable interest rate, as follows:

MULTISTATE FIXED/ADJUSTABLE BATE BIDER-1 YEAR TREASURY INDEX-Single Family-Fannia Mag Uniform Instrument
Form 3182 5/94

VMP MORTGAGE FORMS - 18001021-77391 LENDER'S #:09-24-54087

UNOFFICIAL COPY738354 (a) 13 (a) 13 (a) 13 (a) 14

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of OCTOBER ... 2004 ... and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and 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 exaitable, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me

notice of this choice.

(C) Calculation of Changes

The Note Holder will then determine the avacount of the monthly payment that would be sufficient to repay the unoxid principal that I am expected to owe at the Change Date in full on the Mazovity Date at my new interest rate in substantially equal payments. The result of this calculation

will be the new amount of my monthly payment

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.625 % or less than 2.750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.625 %.

** / Comanication of the same

Form 31 px 1/04

1000 8 100

UNOFFICIAL COPY38354 (tage 14 of 16)

(E) 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.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question i may have regarding the notice.

B. TRANSFER OF TWO PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S PATTAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL 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 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 Borrover 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 for ower 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 footbarrowtime and provides the security of the security of the security instrument without footbarrowtime and security of the security of the security of the security instrument without footbarrowtime and security of the security of

without further notice or demand on Borrower.

KOJAVIDAKI (M. 101 MPH) KAD (1840U) (MOH) Form 3113 (1/94 thitteles

UNOFFICIAL COPY 97738354 From 15 of 15

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION BI ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transle; 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 receptable to Lender.

To the extent permitted by applicable p.w. Lender may charge a reasonable fee as a condition to Lender's consent to the foan 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 nonce 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.

Form 3102 5y94

UNOFFICIAL COPY

Property of Coot County Clert's Office

UNOFFICIAL COPY/38354

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

Property of Colling Clerks

(From 3182 5/94

(Seal)

6721200AAL 380 61 9/96

1