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3414/0226 30 001 1997-10-15 16:29:30 Cook County Recorder 47.50

STANDARD PEDERAL BANK 2600 W. BIG BEAVER ROAD TROY, MICHIGAN 48084

THIS INSTRUMENT WAS PREPARED BY: FRET AMENICAN NATIONWIDE DOCUMENTS. L.P. LYNDER THE SUPPRYISION OF RACHEL CASTILLO 13 GREENWAY PLAZA, 1978 PLOOR HOUSTON, TEXAS 77846-1192

[Space Above This Line For Recording Data] . MORTGAGE

# 601538322

. The

THIS MCATGAGE ("Security Instrument") is given on SEPTEMBER 26, 1997 mongagor is ALLA F RADUNSKY, AN UNMARRIED WOMAN

("Borrower"). This Security Instrument is given to STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK

which is organized and existing under the lays of THE UNITED STATES OF AMERICA and whose address is 2600 W. BIG BEA'EN ROAD, TROY, MICHIGAN 48084

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED FORTY SEVEN TROUSAND TWO HUNDRED FIFTY AND NO / 100

). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. S 147,250.00 Security Instrument ("Note"), which provides for monthly provides, with the full debt, if not paid earlier, due . This Security Instrument secures to Lender: (a) the OCTOBER 01, 2027 and payable on 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 Pragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, trant and convey to Lender the following described property located in COOK

TAX ID NUMBER 11-18-208-021-1026-057

TLLINOIS - Single Family Famile Man/Freddie Mac UNIFORM INSTRUMENT Page 1 of 7

Farm 3014 9-90 (10-18-95) IL0003-11

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Property of Cook County Clerk's Office

which has the address of 1738 CITICAGO AVENUE #602

Illinois

60201

("Property Address");

**EVANSTON** 

(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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UN FORM COVENANTS. Borrower and Lender covenant and agree 2s follows:

Descriptions:

Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the or neipal of and interest on the debt evidenced by the Note and any prepayment and late charges due

Fund to Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower to I and to the More is noted in full a new shall pay to Landet on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly trace and assessments which may allain priority over this Security Instrument as a lien ("Funds") for: (a) yearly traces and assessments which may all ain priority over this Security Instrument as a tien on the Property; (b) yearly leasehold payment or ground rents on the Property, if any; (c) yearly hazard or premiums, if any; and (f) any runs nayable by Borrower to Lender, in accordance with the provisions of Faragraph a, in lieu of the payment of Hortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may rhouse for Borrower's escrow account under the federal Real Escate federally related mortgage from may records for Borrower's escrow account under the federal Real Escate. Settlement Procedures Act of 1974 as amender from time to time. 12 U.S.C. § 2601 et seq. ("RESPA"), unless that and held Eurode. 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 pot to exceed the lesser amount. Let der may estimate the amount of funds due on the basis of an automit not to exceed the resid automic, her our may estimate the amount of runus due on the vasis of current data and reasonable estimates of expenditures of future Escrow lients or otherwise in accordance with

The Funds shall be held in an institution whose depos to are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or is any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Fortower for holding and applying the Funds. annually analyzing the excrow account, or verifying the Escrow loans, pulses Lender pays Borrower interest on the Enade and enalisable law recounts I and a country to the Escrow loans. annually analyzing the excrow account, or verifying the excrow teems. Indeed, Lender pays norrower 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 lax reporting service to the Lender in connection with this continue of the provider of the provider interest to 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 without charge an annual accounting of the Funds shall give to Borrower, and without charge an annual accounting of the Funds 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 the sums secured by this

If the Punds held by Lender exceed the amounts permitted to be held by applicable law, Lenuer 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 21 any time is not sufficient to pay the Escrow Rems when due, Lender may 5) notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficience in making the deficience in making the deficience in the defic deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property prior to the acquisition 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.

A unifersion of Paymants. Unless anolicable law provides otherwise, all navments received by Lender.

sale as a credit against the sums secured by this security instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges

Charges; Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rems, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner. ILLINOIS - Single Family

Form 3014 9.90

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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 turnish 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 Lander's unition operate to prevent the enforcement of the lien; or (c) escures from the holder of the which in the Lander's unition operate to prevent the enforcement of the lien; or (c) escures promptly turnish to Lender receipts evidencing the payments. Lenger; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lander's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender 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 Preparty Insurance. Borrower shall keep the improvements now aviation to be actions.

Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property insured against loss by fire, hazards included within the term "extended coverage" 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 cheef to be a mount and for the periods that Lender requires. shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain overage 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 Londer and shall include a standard mortgage clause. Lender shall nave the right to hold the policies and renewals. If Lender requires, Borrower shall give promot clause. Lender shall nave the right to hold the policies and renewals. In the award of loss. Borrower shall give promot clause. Lenger snar days the right to note the policies and renewals. It Lenger requires, norrower snatt 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 the Property demand if the restoration or receipt is accommissful fearible and I ender't acquire is not

Uniess Lender and Bor, over 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 research. If the restoration or repair is not economically feasible or Lender's security would be lessened, the lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, with lessened if the restoration or repair is not economically feasible or Lender's security would be lessened, the lessened in the lessened shall be applied to secure by this Security instrument, whether or not then due, with lessened proceeds shall be applied to secure abundons the Property, or does not answer within 30 days a notice from any excess paid to Bostower. If Bostower abundons 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 that the insurance carrier has offered to settle a claim, then Lender may collect the insurance lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance lender that the insurance carrier has offered to settle a claim.

Lender that the insurance carrier has o fered to settle a claim, then Lender may collect the insurance proceeds.

Lender may use the proceeds to repair of review the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agne in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly property is acquired by Lender, Borrower's right to any insurance 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 roperty prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument improduately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's principal applications Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless extenuating otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating empersy as noncover's principal residence for an least one year after one date of decopancy, oursess extenuating otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating otherwise agrees in which are beyond Berrower's control. Borrower shall not destroy, damage or impair the circumstances exist which are beyond Berrower's control. Borrower shall not destroy. 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 cased by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstant, in Lender's good faith determination, causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lander's security interest. Borrower shall also be in default if Borrower, thring the this Security Instrument or Lander's security interest. this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, thiring the loan application process, gave materially false or inaccurate information or statements to fender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Vote, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal estidence. If this Security Instrument is on a lesschold. Borrower shall comply with all the provisions of the terse. If Borrower small comply with all the provisions of the terse. If Borrower small comply with all the provisions of the terse in the marrier for viola to the Donnard the learnhold and the for viola shall not mineral unlast? acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agr as to the merger

Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or mere 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 centure s rights in the Property (such as a proceeding in country), produce, for condemnation or fortenure of the enforce laws or regulations), then Lander 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 lient which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lander 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 Borrowet and Lender agree to other terms of payment, these amounts shall (10-18-95) 11.0003-13 Page 3 of ?

ILLINOIS - Single Family Fannic Mas/Freddle Mac UNIFORM INSTRUMENT

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bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to 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, 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. Isss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement bety can 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 Softwer notice at the time of or prior to an inspection specifying 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 as igned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not 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 Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the tums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the folic wit g fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately 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 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 secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower this to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and only 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.

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. 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 this 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.

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. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing 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 Lender 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

ILLINOIS - Single Family
Pagnie Mae/Freddie Mae UNIFORM INSTRUMENT

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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 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 he 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. Borraw w'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 of 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 Inderal law as of the date of this Security Instrument.

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the day 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.

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18. Borrower's Right to Reinstate. If Dor over 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 reasonable of not pay the sums secured by 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 Borrover, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest to the Note (together with this Security Instrument) may be sold one or more times without prior notice to Born wer. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the charge it accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the name law Servicer and the address to which payments should be made. The notice will also contain any other information required by

applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, porage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

ILLINOIS - Single Family
Famile Mac/Freddie Mac UNIFORM INSTRUMENT

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(10-18-95) IL0003-15

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Leader shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement to this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to rainstate 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 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 coats of title evidents.
- 22. Release. Com payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borlower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument. An only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestes d. Is nower 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 cover ant; and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable hox(es)]

Adjustable Rate Rider Graduated Payment Rid Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate Improveners Rider	I 4 Family Rider Biweekly Payment Rider Second Home Rider
	rrower accepts and agrees to the terms and content by Burrower and recorded with it.	evenants contained in this Security
Witnesses:	Allotha	Ollicially (Seal)
	ALLA F RADUNSKY	Borrower (Seal)
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		(Seal)
		Buttower
		(Seal)
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ILLINOIS - Single Family

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Form 3014 9-90

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Property of Coot County Clert's Office

[Space Below This Line For Acknowledgement]			
STATE OF ILLINOIS,	cook	County ss:	
and state, do hereby certify the	erlegald N UNMARRIED WOMAN	, a Notary public in and for said county	
appeared before me this day instrument 20 h/s/her/their fre	y in person, and acknowledge	me(s) is/are subscribed to the foregoing instrument, and that he/she/they signed and delivered the said and purposes therein set forth.  day of SEPTEMBER, 1997	
My Commission explirs:	See Horne	NOMEN POLICE	
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ILLINOIS - Single Family Famile Mast Fredding Mac UNIFORM INSTRUMENT Page 7 of 7

Form 3014 9-90 (10-18-95) DL0063-17

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Property of Cook County Clerk's Office

UNIT NO. 602 IN LAKEVIEW TERRACE EMDOMINIUM, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THILD PRINCIPAL MERIDIAN, ACCORDING TO A SURVEY ATTACHED AS EXHIBIT "B" TO THE DECLARATION RECORDED AS DOCUMENT 25506674, TOGETHER WITH ITS UNIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLUMIS.

COMMONLY KNOWN AS: 1738 N. CHICAGO, UNIT 602, EVANSTON, ILL. 60201

### CONDOMINIUM RIDER

# 601538322

THIS CONDOMINIUM RIDER is made this 26TH day of SEPTEMBER, 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 STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK

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

#### 1738 CHICAGO AVINUE #602, EVANSTON, ILLINOIS 60201

(Property Address)

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

#### HINMAN HOUSE

#### (Name of Condominium Project)

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

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security

Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform al. 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; (lii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, win 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," Paris

(i) Lender waives the provision in Uniform Covenant 2 for the montaly 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 doesned satisfied to the extent that the required coverage is provided by the Owners Association policy.

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MULTISTATE CONDOMINIUM RIDER Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3140 9-90 (01-28-97) S-US3140-11

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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 & 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 emigned 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 Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, sliber 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 casualty or in the case of a taking by condomnation or entirent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (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 fiability insurance coverage maintained by the Owners Association unrace table to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under dis Paragraph P shall become additional debt of Borrower secured by the Security Instrument. Unless Paragraph P shall become additional debt of payment, these amounts shall bear interest from the date of distursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

MULTISTATE CONDOMINIUM RIDER
Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

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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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Property or Coot County Clerk's Office

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

601538322

day of SEPTEMBER, 1997 THIS ADJUSTABLE RATE RIDER is made this 26TH 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 SECULE BOSTOWER'S Adjustable Rate Note (the "Note") to Standard Federal Bank. A PEDERAL BAVINGS BANK

(the 'I num') of the same date and covering the property described in the Security Instrument and located

1738 CHICAGO AVENUE #602, EVANSTON, ILLINOIS 60201

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST rate and the monthly payment. The note limits the amount the BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE FORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender furth it covenant and agrees as follows:

#### INTEREST RATE AND MONTHLY ? AYMENT CHANGES

The Note provides for an initial interest rate of 6.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### INTEREST RATE AND MONTHLY PAYMENT CRANGES

#### (A) Change Dates

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

### (B) The Index

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

MULTISTATE ADJUSTABLE RATE RIDER - Single Pamily

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Form 3111 3-85

(01-29-97) US3111-11

Fannie Mae / Preddie Mac Uniform instrument

Property or Coot County Clerk's Office

601538322

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 TWO AND 875 / 1000 percentage points ( 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 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 meathly payment.

(D) Limits on Interest Rate Changes

The nivrest rate I am required to pay at the first Change Date will not be greater than 4.250 %. Thereafter, my interest rate will never be increased or % or less than decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest 1 have been paying for the preceding twelve months. My interest rate will never be greater than

(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 rirs 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 any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and Iso the title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to pead 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 Borlower is sold or transferred and borrower is not a natural person) without Lender's prior written constat Lender may, at its option. require immediate payment in full of all sums secured by this Security It surment. 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 with being made to the transferce; 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.

MULTISTATE ADJUSTABLE RATE RIDER - Single Family Fannic Mac / Preddie Mac Uniform Instrument

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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 may also 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 Leader exercises the option to require immediate payment in full, Lender shall give borrower notice of arcei ration. 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 var these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Secritive Instrument without further notice or demand on Borrower.

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

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MULTISTATE ADJUSTABLE: Fannie Mae / Freddie Mac Uniform Instrume		Page 3 of 3 Form 3111 3-85 (01-29-97) US3111-13

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