THE HOME LOAN CENTER CHICAGO, IL 60675

RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY 50 S. LASALLE STREET CHICAGO, 1L 60675



N 970 1639 Cach Co.

"[Space Above This Line For Recording Data] ----MORTGAGE

THIS MORTGAGE ("Security instrument") is given on DECEMBER 05, 1997 DORIS MAE WILLIAMS, A SINGLE PERSON

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("Borrower"). This Security Instrument is given to THE NORTHERN TRUST COMPANY

which is organized and existing under the laws of STATE CE ILLINOIS address is 50 S. LASALLE STREET CHICAGO, 11 80875

, and wrose

("Lender"). Borrower owes Lender the principal and of

TWO HUNDRED FORTY THOUSAND THREE HUNDRED AND 00/10%

Dollars (U.S. \$ 240,300.00). This debt is evidenced by Borrower's note dated the same date as this Soc rity Instrument ("Note"), which provides for monthly payments, with the full debt, it is a paid earlier, due and payate on JANUARY 01, 2028 . This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument are the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the folloring described property located in County, A coist Cook

LOT 1 IN PRAIRIE PLACE TOWNHOMES SUBDIVISON, BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECOIDED MARCH 3, 1995 AS DOCUMENT NUMBER 95150205, IN COOK COUNTY.

PIN NO. 17-22-110-015 which has the address of 1435-C S. PRAIRIE AVENUE, CHICAGO Illinois 60805 (Zip Code) ("Property Address");

(Stree sty).

HLLINOIS-Single Family-FRIMA/FHLMC 1:4FORM INSTRUMENT to n 3014 -BRILL (BAOS) VMP MORTGAGE FORMS . (800 21-7291 in tiels & MY





TOGETHER WITH all 1 c improvements now or hereafter exected on the property, and all easen ents. appurtenances, and fixtures now a hereafter a past of the property. All replacemen s 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 covenant, with

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when duc 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 writter waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note in paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lienton the Property. (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premuents; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums for able by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage instrance 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 require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 S.C. Section 2601 et seq. ("RESPA" Juniess another law that applies to the Funds sets a lesser amount, If so, Lendo may, at any time, collect and hold Fundain an amount not to exceed the lesser amount, I under may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow 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 cutity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Jerrower 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 Lenuer in connection with this 'pan, 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 is the state shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, sheet as credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledy if a

additional security for all sums secured by this Security Instrument.

If the Funds held by Lende exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds is accordance with the requirements of applicable law. If the amount of the Funcs held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in waiting, 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 sole discret on:

Upon payment in full of all sums secured by this Security Instrument, Lender stall promptly refund to Be were any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Preperty, Lender, prior acquisition or sale of the Proper y, shall apply any Funds held by Lender at the time of acquisition or sale as a undit

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, v. a nounts payable under paragraph 2; third, to inter st due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prio ity over this Security Instrument, and leasehold resyments or ground rents, if any, Borrower shall pay these obligat one 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 pic agraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly di charge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's of mon operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfaction to

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Lender subordinating the lien to this Security Instrument, if Lender determines the entry part of the Property is to ject

Lender subordinating the lien is this Security Instrument, If Lender determines the any part of the Property is a ject to a lien which may attain price ty over this Security Instrument, Lender may give the formal 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 boards, 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 Bo rower 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 damiged, if the restoration or repair is economically feasible and I ender'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 record by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the 're perty, or does not answer within 30 days a notice from I ender that the insurance carrie has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to retain the restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day periodal begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is accounted by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by

this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and are the Property as Borrower's principal residence within sixt. days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's precipal residence for at least one year aft it the date of occupancy, unless Lender otherwise agrees in writing, which consect shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Bu rower shall not destroy, damage or im air the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good 'aith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall deep be in default if Borrower, during the loan application process, gave materially false or inaccurate information or natements to Lender (or failed to provide Lender with any material information) in connection with the loan eviden edity the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a mineral residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agree, enter contained in this Security Instrument, or there is a legal proceeding that may significantly affect herder's rights at the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce land or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lattier's rights in the Property. Lender's actions may include paying any sums secured by a firm which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make appears.

Although Lender may take action under this paragraph 7, Lender does not have to do (a).

Any amounts disbursed by I ender under this paragraph 7 shall become additional debt of Borrower secured withis Security Instrument. Unless Borrower and Lender agree to other terms of payme, to these amounts shall bear in a rest 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 a ender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mattage insurance in effect. If, the any reason, the mortgage insurance coverage required by Lender lapses or ceases to be an effect, Borrower shall pay the

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premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the most to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage the rance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly—ortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Len ser will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, it the option of Lender, if mortgage in urance 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 of maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written as cernent between Borrower and Lender or applicable law.

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

give Borrower notice at the time of or prior to an inspection 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 neverly

assigned and shall be paid to Lender,

In the event was 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 shall be reduced by the amount of the proceeds multipried by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) to fair market value of the Property increediately before the taking. Any balance shall be raid to Borrower. In the event of a partial taking of the Property in such 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 the 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, if or ower fails to respond to Lende within 30 days after the date the notice is given, Lender is authorized to collect and analyty 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 Borrowe otherwise agree in writing, any application of proceeds to principal shall not extend for 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 Not a 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to attend 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. Any forbearance by Lender in excessing

any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

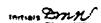
42. Successors and Assign's Bound; Joint and Several Liability; Co-sign its The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of 1 moor and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who congress this Security Instrument but does not execute the Note; (a) is consigning this Security Instrument only to moutgage, 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 agard 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 alread: 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 Horrower provided for in this Security Instrument hall 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 audress Borrower designates by notice to Lender. An induce to Lender shall be given by

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

provided in this paragraph.

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15. Governing Law; Seve shifty. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Propert is located. In the event that any provision or claus, of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provision of this Security Instrument at 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 a 4 or any part of the Property coany interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which borrower must pay all sums secured by this Security Industrial Theorem Fails to pay these sums prior to the expiration of this period, Lender may invoke

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, I prower 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 to reinstatement) before sale of the Property pursual, to any power of sale contained in this Security Instrument; or (borntry of a judgment enforcing this Security Instrument. Those conditions at hat Borrower: (a) pays Lender all soms which then would be due under this Security Instrument and the Note and no acceleration had occurred; (b) cures any dofault of any other covenants or agreement as (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneds fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstationent by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

The notice will also contain any other information required by applicable lar.

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 all on anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two securices 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 semand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any described Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governme stal or regulatory authority, that any removal or other remediation of any Hazardous Substance effecting the Property is

necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 26 "Hazardous Substances" are those substances defined as toxic or hazardous substances; pasoline, kerosene, other flam mable or toxic petroleum principets, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radicactive 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-UNIPORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remeries, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date

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Y 18103 trument, foreclosure by judicial specified in the notice may result in acceleration of the sums secured by this Security In proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrot of to acceleration and foreclosure. If it a default is not cured on or before the date specified in the notice, Lender, at its or conmay require immediate paymen 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 are issues. of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrumen. Lender shall release this Security 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 take Security Instrument, If one or	more riders are executed by Borrower and recorded together
with this Security Instrument, the covenants and agreem	this Security Instrument: if the rider(s) were a part of this
Graduated Payment Rider Planned U	nit Development Rider nit Development Rider overment Rider Second Home Rider specify!
BY SIGNING BELOW, I prower accepts and agr Instrument and in any rider(s) executed by Borrower and r Witnesses:	
	DORIS MAE WILLIAMS -B rewer
	(Seal) -Br wer
(Scal)	(ical)
STATE OF ILLINOIS.	County ss: Coc./c
cornify that DCRIS MIRE WILL	, a Notary Public in and for said county and state do hereby
name(s) subscribed to the foregoing instrument, appeared he signed and delivered the said instrument as	, personally known to me to be the same person(s) if see
therein set forth. Given under my hand and official see, this OFFICE Josie C	ALSEADOR MANUELL 1997
My Commission Regions: Notary Public.	State of Illinois phres (M/L) 200 hiso

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 05 day of DECEMBER

1997 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Dees of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (he "Borrower") to secure B prower's Adjustable Rate Note (the "Note") to

THE NORTHERN TRUST COMPANY

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

1435-C S. PRAIRIE AVENUE, CHICAGO, IL 80805

[Property Address]

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 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. INTEREST RATE AND MONUPLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7,375 changes in the interest rate and the monthly plyments, as follows:

%. The Note provides for

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JANUARY 2003, and or 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 least on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two AND TOMES OUARTERS percentage point(s) (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of che 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.

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2-Single Family- Femile Mee/Freddie Mac Uniform Instrument

-8228 (8108) VMP MORTGAGE FORMS + (313)293-8100 + (800)521-7291 Initials: 4777

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.375 %. Thereafter, my 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 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 first monthly payment date after the Change Date until the amount of my monthly payment changes again.
(F) sectice 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 also the title and telephone number of a person who will answer any question I may have

regarding the notice
B. TRANSFER CONTHE PROPERTY OR A BENEFICIAL INTERES ON BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read 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 it a Borrower is not a natural perece, without Lender's prior written consent, I ender may, at its option, require immediate payment in full of all syms 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: (1) florrower causes to be submitted to Lender information required by Lender to evaluate the intended transferer as if a new loan were being made to the transferee, and (h) Lend r reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, I ender 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 in leep all the promises; and agreements made in the Note and in this Security Instrument, Borrower will continue as be obligated under the Note and this Security

Instrument unless Lender releases Borrower in writing.

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

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

	Visc.	
DORIS MAE WILLIAMS	Borro or	
	(Sca	
	Borrover	
	(Sea)	
	-Borrawer	
	(Seal)	
	-Borrower	
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Form 3111 3/85

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 05 day of DEC MBER 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

THE NORTHERN TRUST COMPANY

(the "Lender")

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

1435-C S. PRAIRIE AVENUE CHICAGO, IL 60605

Property Address)

The Property includes a unit in, together with an undivided interest is the common elements of, a condominium project ki iwn as: Prairie Place

[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 of shareholders, the Property also includes Borrower's interest in the Owners Association and the uses proceeds and benefits of forrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lende (further covenant and agree as follows:

A. Condominium. Obligations, Bor, ower 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 Condomissium Project; (ii) by laws (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazar.

Lender requires, includir: fire and hazards included within the term "extended coverage," then:

(i) Lender raives the provision in Uniform Covenant 2 for the monthly payment to Lender

of the yearly premium in stallments for hazard insurance on the Property, 2013

(ii) Borrower's obligation under Uniform Covenant 5 to maintuin nazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner. Association policy.

Borrower shall give ender prompt notice of any lapse in required hazard insurance coverage.

In the event of a diffribution of hazard insurance proceeds in lieu of restoration of repair following a loss to the Property, whitner to the unit or to common elements, any proceeds payable to Porrower are hereby assigned and shal the paid to Lender for application to the sums secured by the Security instrumen. with any excess paid to Borrower.

C. Public Liabilit, Insurance. Borrower shall take such actions as may be reasonable to insure this the Owners Association maintains a public liability insurance policy acceptable in form, amount, and

extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be a raised by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

MULTISTATE COMDOMINIUM RIDER-Single Family-Famile Mac/Fraddie Mac UNIFORM INSTRUMENT

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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.

(i) the abs donment or termination of the Condominium 1' sect, except for abandonment or termination required 3 law in the case of substantial destruction by fire or other casualty or in the case of a taking by condomnation or eminent domain;

(ii) any am indiment 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 liability insurance

coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disburged by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, there amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, up in notice from Lender to Borrower requesting payment.

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

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LEGAL DESCRIPTION

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PARCEL 1:

UNIT E-40 IN PRAIRIE PLACE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN SAID SUBDIVISION; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST ALONG THE NORTHERLY EXTENSION OF SAID LOT 1 FOR A DISTANCE OF 56.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 41 SECONDS EAST 102.21 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST 124.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 102.21 FEET TO THE EAST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE 68.00 FEET THEREON TO THE POINT OF PEGINNING, IN COOK COUNTY, ILLINOIS.

LOT 1 IN PRAIRIE PLATE TOWNHOMES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 3, 1995 AS DOCUMENT NUMBER 95150205, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 2), 1996 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 96318235, AS AMENDED BY THE CORRECTION TO DECLARATION RECORDED IN THE RECORDER'S OFFICE ON MAY 21, 1996 AS DOCUMENT NUMBER 96385673 AND AMENDED BY THIS FIRST AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON NOVEMBER 25, 1996 AS DOCUMENT NUMBER 96895524, AS AMENDED BY THE SECOND AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON DECEMBER 1, 1997 AS DOCUMENT NUMBER 97895567 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE EASEMENT PARCEL AS CREATED AND SET OUT IN THE GRANT OF EASEMENT DATED DECEMBER 20, 1994 AND RECORDED PECEMBER 29, 1994 AS DOCUMENT NUMBER 04080035