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Loan No. 6111112104

97003072

IS 321 T. LOUIS, MO 63179-0021 (Space Above This Line For Recording Data) MORTGAGE THIS MORTGAGE ('Security Instrument') is given on DECEMBER 18, 1996 The mortgagor is THOY'AS C MATTICK ENRY X SEARCH YAX X X YAX X X X			· · · -	
THIS MORTGAGE ("Security Instrument") is given on DECEMBER 18, 1990 The montgagor is THUMAS C MATTICK KNEXX SERRING WAX STANKS VANDED AND MATTICK WAS ADDITIONAL TO BE ADDITIONAL OF THE UNITED STATES OF AMERICA and whose address is 1285 NOTH QUITER FORTY DRIVE ST. LOUIS, IMPSQURI S3141- (Lander), Dollars (U.S. \$ 545,000.00) This debt is avidenced by Borrower's note dated the same date as this Security Instrument (Note"), which provides to mentily payments, with the full debt, if not paid series, due and payable on JANUARY 1, 2027 of the debt evidenced by the Note, with interest, and of series was advanced under paragraph 7 to protect the security of this Security Instrument sources to the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and fo) the paramance of Sorrower's covenants and agreements under the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the Stlowing described property located in COOK. COUNTY, Stinders SEE ATTACHED Which has the address of 1000 NORTH LAKESHORE PLAZA 59B CHICAGO (City) Taig 6487	CMI/DOC COLLECTIONS CO. BOX 790021 MS 321		. T#0012 TRAN 3582 . #5515 # C.G. ** . CDOK COUNTY RE	01/02/97 15:2 -97-003
THIS MORTGAGE ("Security Instrument") is given on DECEMBER 18, 1998 The mortgagor is THOMAS C MATTICK KNEXXSERRAR MAKKING VINAMBERG VIN		(Suzon Above This Line For Record	ing Catal	
THIS MORTGASE (Security Instrument') is given on DECEMBER 18, 1998 The mongagor is THUM'AS C MATTICK ENEXYSENSE YMAXIVA VANABORY SEASON Which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 12835 NORTH OUTER FORTY DRIVE ST. LOUIS MISSOURI STATE. ("Lander"), Borrower owes Lender the principal sum of Phy Hundred Egrty Five Thousand and 00/100 Dollars (U.S. \$ 545,000.00). This debt is avidenced by Borrower's note dated the same date as this Courtly Instrument ("Note"), which provides be monthly payments, with the full debt, if not paid sarlier, due and payable on JANNARY 1, 2027 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and of increasing and modifications of the Note; (b) the payment of all other eurors, with interest, advanced under paragraph 7 to protect the security of this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the Ribwing described property located in COOK. County, whole: SEE ATTACHED Which has the address of 1000 NORTH LAKESHOTE PLAZA 53B OHIGAGO. (Property Address?): This 5xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx		• •	The second	
The mortgagor is THOMAS C MATTICK EXEXX SERVE VARANCED VANABLE OF AMERICA ("Sorrower"). This Security insular and is given to SITEANK F.S.B. which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 12855 NOT :: QUITER FORTY DRIVE ST. LOUIS. MISSOURI SS141: ("Lander"), b Borrower owes Lender the principal sum of Five Hundred Forty Five Thousailed and 00/100 Dollars (U.S. \$ 546,000.00), This does is widened by Borrower's note dated the same date as this country instrument ("Note"), which provides be monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2027 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 Sacurity instrument; and fe) the performance of Borrower's covenants and agreements under the following described property located in COOK County, Tilinoir: COOK County, Tilinoir: SEER ATTACHED Which has the address of 1000 NORTH LAKESHORE PLAZA 53B (Misse) (City) (Property Address?): (City) (Property Address?):	THIS MORTAL AT PSecurity	instrument's is given on INFCEMBER 16	1 100A	
which is organized and existing under the laws of THE UNITED STATES OF ANERICA and whose address is12855 NORT; QUITER FORTY DRIVE ST. LOUIS, MISSOURI \$141 ("Lender"), Borrower owes Lender the principal sum of Five Hundred Forty Five Thousaid and \$0/100 Dollars (U.S. \$ _545,000.00). This debt is evidenced by Borrower's note dated the same date as this U.S. \$ _545,000.00). This debt is evidenced by Borrower's note dated the same date as this U.S. \$ _545,000.00). This security instrument secures to Lender (a) the repayment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Sugurity Instrument; and (c) the performance of Sorrower's covenants and egreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the fillowing described property located in				·
and whose address is 12855 NORTH QUTER FORTY DRIVE ST. LOUIS. MISSQURI \$3141- ("Lender"), Borrower owes Lender the principal sum of Pive Hundred Entry Five Thousand and 00/100 Dollars (U.S. \$ 545,000.00) This debt is evidenced by Borrower's note dated the same date as this Socurity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2027 . This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and call an early instrument secures to Lender: (a) the repayment of all other eums, with interest, advanced under paragraph 7 to protect the security of this Sucurity Instrument; and (b) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the fillowing described property located in COOK. COUNTY, tithois: SEE ATTACHED The Act 17-03-204-064-1137 which has the address of 1000 NORTH LAKESHORE PLAZA 53B (CIII) [Vision 80611- [Vision 4]] [Vision 80611- [Vision 4]] [Vision 4] [Vision 4] [Vision 4] [Vision 4]	("Sorrower"). 'This Securky instrum	int is given to CITBANK F.S.B.		
Borrower owes Lender the principal sum of Phys Mundred Forty Five Thousand and 00/100 Dollars (U.S. \$ 56,000.00) This debt is evidenced by Borrower's note dated the same date as this Security Instrument (*Note*), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2027 This Security instrument secures to Lender; (a) the reperment of the debt evidenced by the Note, with interest, and of "anewals, 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 Serrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Berrower does hereby mortgage, grant and convey to Lender the fellowing described property located in COOK COUNTY, Titrole: SEE ATTACHED The Attached of Too North LAKESHOTE PLAZA 53B Which has the address of 1000 NORTH LAKESHOTE PLAZA 53B (Property Address); (Property Address);				/** on to 1
Security Instrument ("Note"), which provides its monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and collections 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 Secretary coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the full lowing described property located in COOK. SEE ATTACHED The Secretary of the first payment of the first payments and security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the full lowing described property located in COOK. SEE ATTACHED Which has the address of 1000 NORTH LAKESHORE PLAZA 53B (CITY) (Property Address):	Borrower owes Lender the princips	sum of Five Hundred Forty Five Thous	mid and 00/100	
of the debt evidenced by the Note, with interest, and all interest, and all other sums, with interest, advanced under paragraph 7 to protect the security of this Sacurity instrument; and (c) the performance of Sorrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the fillowing described property located in COUNTY, tilt folia: SEER ATTACHED SEER ATTACHED Which has the address of 1000 NORTH LAKESHORE PLAZA 53B (City) [Street]	Security Instrument ("Note"), which	provides for monthly payments, with the	full debt, if not paid earlier, due and	payable on
performance of Sorrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the fillowing described property located in COOK. COUNTY, Wiltown BEE ATTACHED COUNTY, Wiltown COUNTY,	of the debt evidenced by the Note,	with interest, and all ranewals, extension	matrumont secures to Lender: (a) to send modifications of the Note; (b)	the payment
Borrower does hereby mortgage, grant and convey to Lander the following described property located in COOK COOK COUNTY, tilnoin: SEE ATTACHED The second of the second second of the				
SEE ATTACHED SEE ATTACHED STAX # 17-03. 204. 064-1137 Whish has the address of 1000 NORTH LAKESHORE PLAZA 52B (CITY) [Street] [Property Address]:				ula bhibose!
Which has the address of 1000 HORTH LAKESHORE PLAZA 52B CHICAGO (CITY) (*Property Address?)			• • •	
Which has the address of 1000 NORTH LAKESHORE PLAZA 53B CHICAGO [Street] (*Property Address);			Y	
TAX # 17-03-204-064-1137 which has the address of 1000 NORTH LAKESHORE PLAZA 53B (CHICAGO (CIIV)) (Property Address);	999 ATTACHED			
TAX # 17-03-204-064-1137 which has the address of 1000 NORTH LAKESHORE PLAZA 53B (CHICAGO (CIIV)) (Property Address);				
TAX # 17-03-204-064-1137 which has the address of 1000 NORTH LAKESHORE PLAZA 53B (CHICAGO (CIIV)) (Property Address);			1/2/	į
TAX # 17-03-204-064-1137 which has the address of 1000 NORTH LAKESHORE PLAZA 59B (CHICAGO (CITY)) Illinois 60611- (Property Address);				c
TAX # 17-03-204-064-1137 which has the address of 1000 NORTH LAKESHORE PLAZA 59B (CHICAGO (CITY)) Illinois 60611- (Property Address);				<u>\$</u>
TAX # 17-03-204-064-1137 which has the address of 1000 NORTH LAKESHORE PLAZA 59B (CHICAGO (CITY)) Illinois 60611- (Property Address);			1/5.	G: Ban NPN
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[Bires] ("Property Address");	TAX # 17-03.	204.064-1137		0.0
[alp Good]	which has the address of 1000 NO	RYH LAKESHORE PLAZA 53B	CHICAGO	(,)
[alp Godo]	Mnois 60611	(Breen) ("Property Address");		3
	[2ip Code]	······································	inte	In ADO N
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BOX 333-CTI

Property or Coot County Clert's Office

SCHEQULE A

(CONTINUED)

LEGAL DESCRIPTION

TITLE NUMBER: 9838847

ALL that contain tract, lot and parcel of land lying and being in the County of Cook and State of Illinois, being more particularly described as follows:

Unit number 532, in the 1000 lake shore puaza condominium as delineated on a survey of the FOLLOWING DESCRIPED REAL ESTATE: THAT PART OF LOT 'A' DESCRIBED AS FOLLOWS:: COMMENCING AT A point on the Eastling of Said Lot, 90.60 feet north of the southeast corner thereof: thence WEST PERPENDICULAR, 17, SAID EAST LINE, 114,50 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH A LINE WHICH IS 22.50 E.S. OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH PORTION OF SAID LOT; THENCE NORTH ALONG SAID FARALLEL LINE AND SAID LINE EXTENDED, 24.605 FEET; THENCE WEST ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID LOT, 55,52 FEET, MORE OR LESS TO A POINT ON THE WEST LINE OF THE NORTH PORTION OF SAID LOT; THENCE SOUTH ALONG SAID WEST LAKE 7.95 FEET, MORE OR LESS TO THE CORNER OF THE NORTH PURTION OF BAID LOT; THENCE EAST 32.99 FEET ALONG THE SOUTH LINE OF THE NORTH PORTION OF SAID LOT TO A POINT ON THE WEST LINE OF THE SOUTH PORTION OF SAID LOT: THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT: THENCE EAST ALONG THE South line of said lot to the southeast corner thereof; thence north along the east line of SAID LOT TO THE POINT OF BEGINNING OF SAID LOT 'A' BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BLOCK 2, POTTER PALMER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, IN THE NORTH 1/2 OF BLOCK 7 AND OF PART OF LOT 21 IN COLLINS' SUBDIVISION OF THE SOUTH IR OF BLOCK 7 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY SYNTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 235/5215 TOGETHER WITH EACH UNITS UNDIMDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS. Clart's Orgina

97003072

Proberty of Cook County Clerk's Office

Loan Number: 6111112104

CONDOMINIUM RIDER

THIS CONDOMINIUM FIDER is made this 18TH day of DECEMBER, 1995
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 undereigned (the "Borrower") to secure Borrower's Note to
CITIBANK F.B.D.
(the "Lender") of the same date and covering the Property described in the Security instrument and located at:
1000 NORTH LAKESHORE PLAZA 53B. CHICAGO, ILLINOIB 50511-
(Properly Address)
The Property includes a unit in, together with an undivided interest in the common planents of, a condominium project known as:
1000 LAKESHOF CPLAZA
[Name of Condornalum Project]
the "Contominium Projects". If the owners association or other entity which nots for the Condominium Project (the "Owners

Association') holds fille to properly for the benefit or use of he members or shareholders, the Property was includes Borrower's Interest in the Characteristics and the uses, proceeds and benefits of Borrower's Interest.

CONDOMNIUM COVERGITS. In addition to the devenants and agreements made in the Security Instrument, Borrower and Lender further cor en ant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard insurance. So king as the Ovinera Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lander and which provides insurance coverage in the amounts, for the periods, and against the hazards Lunder requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Coverant 2 for the monthly payment to Lender of one-twallth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniterm Covenant 6 to inclutain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by this Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hrzard insurance coverage.

- In the event of a distribution of hazard insurance proceeds in lieu of early stion or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Portuwer 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.
- Corrower shall take such actions as may be trascribble to insure that the Owners C. Public Liability Insurance. Association maintains a public liability insurance policy acceptable in form, amount, and extend 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 one on the common elements, or for any conveyance in lieu of condemnation, are hereby easigned and shall be paid in Lemer. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenent 10.
- Borrower shall not, except after notice to Lender and with Lendor's prior written E. Lender's Prior Consent. 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 ossualty or in the case of a taking by condemnation or eminant 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;
- Of (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lander.

MULTISTATE CONDOMINIUM RIDER - Single Family - Famile Mast Freddie Mae Uniform Instrument Form 3140 9/80 (page 1 of 2 pages) GFS Form G000354

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F. Ramedies. If Borrower does not pay condominium dues and assessments when due, then Lander may pay them. Any amounts disbursed by Lander under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lander 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 Lander to Borrower requesting payment.

By SIGNING BELOW, Borrower accepts and agrees to the te	rms and provisions contained in this Condom	inlum Rider.
A COA	THOMAS I MATTICK	-Borrower
	ANADOM WANDOWX	-Borrower
O _F C	ener en	-Borrower
By SIGNING BELOW, Borrower accepts and agrees to this te		-Bonower
	OUDX	
	750	
		<u> </u>

Property of Cook County Clerk's Office

6111112104 Loan No.

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE PATE RIDER is made this 18TH

day of DECEMBER, 1996

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Dead of Trust or Security Dead (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CITIBANK, F.S.B.

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

1000 NORTH LAKESHORE PLAZA 53B, CHICAGO, ILLINDIS 80811-

[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 Lunder further coverient and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an 'art'al interest rate of 5.375 torest rate and the monthly payments, as follows:

%. The Note provides for changes in the in-

4. INTEREST RATE AND MONTHLY FAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JANUARY, 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 Status Treasury securities adjusted to a rone and 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."

the index is no longer evallable, the Note Holder will utioned a new index which is based upon comparable Information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Belors each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three Guariers %) to the Current Index. The Note Holder will then round the result of this addition to the percentage points (2.750 nearest one-eighth of one percentage point (0.125%). Subject to the limits state of 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 cufficient 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 repult of this calculation will be the new amount of my monthly payment.

(D) Limits on interest Fists Changes

The injurest rate I am required to pay at the first Change Date will not be greater than 7.375 % or less than 3.375 %. Thereafter, my interest rate will never be increased or decreased on any slindle Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding wolve months. My interest rate will naver be greater than 11,375

(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 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.

MULTISTATE ADJUSTABLE FIATE RIDER - ARM 5-2 - Single Family - Family Mac/Freddle Mac Unitorm Instrument (Page 1 of 2 pages) GFS Form G000011 Form 3111 3/85

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Lean No. 6111112104

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN 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 and Borrower is not a natural person) without Lendar'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 It exercise is prohibited by toderal law as of the date of this Security Instrument. Lender also shall not exercise this option it: (a) Borrower causes to be submitted to Lander information required by Lender to evaluate the intended transferes as it a new ban were being made to the transferes; 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 Lander.

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 transferanto sign an assumption agreement that is acceptable to Lender and that obligates are transfered to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will communicate be obligated under the Note and this Security instrument unless Lender releases Borrower in willing.

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

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

Thomas Mattil	(Caul
THOMAS C MATTICK	-Borrower
NEXMAEXMAPLE CX	-Borrower
	(Seal)

Property of Cook County Clerk's Office

Loan #: 8111112104

ADJUSTABLE RATE ASSUMPTION RIDER

THIS ASSUMPTION	N RIDER is made this and is inco	<u>isTill</u> orporated into and	day of _DE ishah ba daem	ed to amend
and supplement that of the same date (ne Mongage, Deed of T liven by the undersignal r's Note to <u>CITIPANY</u> , F.S	rust or Security De d person whether o	red (the"Sacurity one or more, (th	("Instrument")
(ine "Lender") of Instrument and loc	the same date and co aled at:icco.NOBIH.L	overing the proper aktishore PLAZA 338	ty described in LCHICAGO, IL BOS	the Security
***************************************	(PROPER	RTY ADDRESS)		Margin Cash A germana, go case to go

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

- A. ASSUMPTION. Any prison purchasing the Property from Borrower may assume full liability to repay Borrower's Note to Lender under the terms and conditions set out in this Assumption Rider.
- B. AGREEMENT. Lender may require the Purchaser to sign an assumption agreement, in the form required by Lender, which obligates the Purchaser to keep all the promises and agreements made in the Note and Security Instrument. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.
- C. APPLICABILITY. Lender is bound by these conditions and terms, as follows:
 - 1. This Assumption Alder applies only to the first transfer of the Property by Borrower and not to a foreclosure sale;
 - 2. Purchaser must be an individual, not a partnership, corporating or other entity:
 - Purchaser must meet Lender's credit underwriting standards for the type
 of loan being assumed as if Lander were making a new loan to Purchaser;

Property of Coof County Clerk's Office

Loan No.

G)

8111112104

TOGETHER WITH all the improvements now or hereulter erected on the property, and all examents, appurientances, and fixtures now or hereulter 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 selsed of the estate horeby conveyed and has the right to mertgage, grant and convey the Property and that the Property is unancumbured, 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 satisficate by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Bottower and Lender covenant and agree on follows:

- 1. Payment of Principal and interest; Prepayment and Late Charges. Bostower shall promptly pay when due 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 Taxas and Injurance. Subject to applicable law or to a written waiver by Lendar, Borrower shall pay to Lendar on the flow monthly payments are due under the Note, until the Note is paid in full, a num ("Funds") for: (n) yearly taxas and assessments which may attain priority over this Security Insurance as a flen on the Property; (b) yearly issashold payments or ground relits on the Property. If any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly montgage insurance premiums, if any; and (i) any sums payable by Borrower to Lander, in accordance with the promiums of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Excrow items." Lender mry, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related no 1939s loan may require for Borrower's escrew account under the federal Real Estate Settlemant Procedures Act of 1974 and manufact from time to films, 12 U.S.C. Exciton 2801 at agg. ("RESPA"), unless another law that applies to the Funds cato a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Except imay settlement of Funds due on the basis of current data and reasonable estimates of expenditures of fitting 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, instrumentally, or entity (including Lender, it Lender is such an institution) or heavy Faderal Home Logis Bank. Londer shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the ascrow account, or verifying the Escrow items, unless Lender prys Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require durrower to pay a one-time charge for an independent real entate tex reporting service used by Lender in connection with into lean, 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 extnings 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 piedged as additional security for all sums accounty this Security instrument.

If the Funds held by Lander 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, Lender may so noth; 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 Lander's sole discretion.

Upon payment in full of all sums secured by this Society Instrument, Lender shall promptly rejord to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Londer, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lunder under paragraphs 1 and 2 shall be applied: that, 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 due under the Note.
- 4. Charges; Liena. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Institutent, and less shold 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 or time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

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- 4. Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note;
- 5. If applicable, Borrower's private mortgage insurance coverage must be transferred to the Purchaser in writing, unless waived by Lender;
- 8. If Borrower's Note has a conversion feature and Borrower has exercised the right of conversion of this loan to a fixed rate loan from Lender, this Assumption Rider is void and Lender has no obligation to allow assumption by a Purchasar from Borrower; and
- 7. Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.
- D. ASSUMPTION RATE. Lander will allow assumption by Purchaser at Reprover's Note interestints in effect at the time of assumption.
- E. ADDITIONAL CHARGES. In addition, Lenkier may charge an amount up to one percent (1%) of the current lines balance and its normal loan closing costs, except the cost of a roal estate appraisat.

BY SIGNING BELOW, Borrow at accepts at this Assumption Rider.	nd agrees to the terms and covenants of	9
T	THOMAS CHATTICK A STUNK	(Seal)
	O MAI HON	-Barraws
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agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contasts in good faith the flen by, or defends against antorcement of the flen 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 liender subgridingting the lien to this Security Instrument, if Lander 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 antipfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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, Lendor may, or Lendor's option, obtain coverage to protect Lendor's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shell be acceptable to Lender and shall include a standard mortgage clause. Lender shall brive the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrist and Lander. Londer may make proof of loss if not made promptly by Bottower.

Unless Lendur and Borrower otherwise agree in writing, insurance proceeds that 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 teasible or Lender's security would be lessured, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender has sollect the insurance proceeds. Lender may use the proceeds to repair or restore 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 Lander and Borrower otherwise acree 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 2t the Property is acquired by Leix er, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- Occupancy, Preservation, Maintenance and Protection of the Property; Boyrower's Losn Application; Lesseficide. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the exocution of this Security Instrument and shall continue to accupy the Propart; as Borrower's principal residence for at least one year after the date of accupancy, unless 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 Lendar's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lieu cruated by the Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good talth determination, precludes forfeiture of the Sorrower's Interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the load application process, gave nig. griefly false or inacquizate information or statements to Lender (or failed to provide Lender with any material information) is connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occuparcy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasenoid and the fee title shall not merge unless Lender agrees to the merger in writing.
- Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lunder's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or lorfeiture 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

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Security instrument. Unless Barrower 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.

B. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loss secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, 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, in 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 is not available, Borrower shall pay to Lander each month a sum equal to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage 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. Porrower 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.

8. Inspection. Lander or its agent may make reasonable entries upon and impections of the Property. Londer 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 sward or claim for damages, direct or consequential, in connection with any condemnation or other taken, of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total 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 sums secured by this Security Instrument annulis reduced by the amount of the proceeds multiplied by the following iraction: (a) the total amount of the sums accured 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 funder 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 Barrower, or it, after notice by Lent's to Borrower that the condemnar offers to make an award or settle a claim for damages, Borrower fails to respond to Lender whitin 30 days after the data the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the nums 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 the age the amount of such payments.

11. Berrower Not Follessed; Porbestance By Lander Not a Waiver. Extension of the first for payment or modification of smortization of the sums secured by this Security Instrument granted by Lander to any excessor 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 commands 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 finds by the original Borrower or Borrower's successors in interest. Any forcestance by Lander in exercising any right or remarks thall not be a waiver of or preclude the exercise of any right or remady.

12. Successors and Assigns Sound; 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. 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 Lundar and any other Borrower may agree to extend, modify, forbear or make any accommodistions 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

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	[Space Bylow	This Line For Acknowledgment)
STATE OF ILLINOIS,	COOK	County ss:
hereby certify that THOM personally known to me		basepage ;hemultan) gnlagerol et to bedirectus custal (4)eman esc
	son, and acknowledged that it the usea and purposes there	he/shwithey signed and delivered the cald instrument as his/her ein set lorth.
Given under my hand and	5	day of DECEMBER, 1998
My Commission expires	"OFFICIAL SEAL" TISHA MCDONALD WUTARY PUBLIC, STATE OF MY COMMISSION EXPIRES MA	ILLINOIS Montry Public
This instrument was proportionally from the common than the control of the contro	mend have	County Clarks
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promptly take all necessary remadial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substancas by Environmental Law and the following substances: gesoline, kerosena, other flammable or toxic patroleum products. toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldahyde and radioscrive materials. As used in this paregraph 20, "Environmental Law" means faderal laws and laws of the jurisdiction where the Property is located that relate to health, salety or environmental protection.

NON-UNIFORM COVENANTS, Borrower and Lender further drivenant and agree as follows:

- 21. Acceleration; Remedies. Lander shall give notice to Norrower prior to acceleration following Borrower's breach of any coversing or agreement in this Security instrument (but not prior to application under paragraph 17 unless applicable iny provides otherwise). The notice shall spacify: (a) the default; (b) the aution required to ours the default; (c) a date, not less than 30 days from the date the notice is given to Berrower, by which the default must be cured; and (d) that failure to cure the detaut on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreplastine by judicial proceeding and sele of the Property. The notice shall further inform Borrower of the right to reinstate after properation and the right to assert in the foreclosure proceeding the con-existence of a default or any other defense of histoyyer to acceleration and foreologure. If the default is not cured on or before the date specified in the notice. Lander at it i or tion may require transdate payment in full of all sums secured by this Security Instrument without further demand and may precious this Security instrument by judicist proceeding. Landar shall be crititled to collect all expenses incurred in pursuity, he remedies provided in this pensyraph 21, including, but not limited to, reasonable attorneys' teen and costs of title evidence.
- 22. Release. Upon rement of all sums accured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrown. Sorrower shall pay any recordation costs.
 - So naver waives all right of homestead exemption in the Property. 23. Walver of Homestead.
- 24. Pilders to this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and unregments of each such rider shall be incorporated into and shall amend and supplement the coverants and egreements, this Security instrument as it the rider(s) were a cart of this Security

instrument. [Check applicable box(es)]	4	
Adjustable Rate Rider	Con tominium Aider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
☐ Balloon Flider	Rata Improvement Alder	Second Home Rider
Other(a) (apocity) ASSUMPTION	RIDER	
BY SIGNING BELOW, Borrower accepts a and in any rider(s) executed by Borrower and rec Witnesses:		ntained in this Security Instrument
	THOMAS C MATTICK	Borrower
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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 malfing 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 juriadiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable tew, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Spriawer's Copy. Porrower shall be given one conformed copy of the Note and of this Security instrument.

17. Transfer of the Property or a Beneficial interest in Borrowerii all or any part of the Property or any interest in it is sold or transferred (or it 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 Lander it exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lende, shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice a celivered or malled 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

remedles permitted by this Security instrument without runner notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower mash, 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) curse any default of any other covenants or agreements; (c) pays all expenses incurred in anforcing this Security Instrument, including, but not limited to, reasonable alterneys' face; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's Johts in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective us if no ecceleration had occurred. However, this right to reinstate shall not apply in the case of societation under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without prior notice to Borrower. 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 change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, 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 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, lawsuk 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 Bubatance affecting the Property is necessary. Borrower shall

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