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3385 - JU X-97-304673

COOK COUNTY RECORDER

Prepared by: NEW CENTURY MORTGAGE CORPORATION

4910 BIRCH STREET, SUITE 100 NEWPORT BEACH) DA 92660

Loan Mumber:

0000013897



### **MORTGAGE**

4350

THIS MORTGAGE ("Security Instrument") is given on

February 7, 1997

. The morigagor is

LINDA GODINEZ , AN UNKARRIED WOMAN

, AS SOLE AND SEPARATE PROPERTY

("Borrower"). This Security Instrument is given to

NEW CENTURY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

which is organized and existing under the laws of GALIFORNIA

and whose

address is

4910 BIRCH STREET, SUITE 100

NEWPORT BEACH, CA 92660

("Lender") Borrower owes Lender the principal sum of

Twenty-Seven Thousand Three Hundred and No/100 --

Dollars (U.S. S 27,300.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrumer. C'Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2027. 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 and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREDF.

97104676

1815-CC

A.P.N.:11-304080761005

which has the address of

7308 NORTH WINCHESTER #202, CHICAGO

[Street, City],

Illinois

60626

{Zip Code} ("Property Address");

ILLINOIS Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 S/90
Amended 12/93

1(PC) (9502) Q1

(a)

VHP MORTGAGE FORMS - (800)521-7231



10.(5089) (JI)HD- (MS02).G1

ielstlint Dere progravon of the actions set forth above within 10 days of the giving of notice. Security Instrument, Londer may give Borrower a notice identifying the lien. Borrower shak sausty the lien or take one of more this Security Instrument. If Lender determines that any part of the Property is subject to a tion which may attain priority over this enforcement of the lien; or (e) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the tien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) concests in good faith the lien Borrower shall promptly discharge any tien which has priority over this Security instrument unless Borrowerr (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If

obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the which may auain priority over this Security Instrument, and hisschold payments or ground tents, if any, Borrower shall pay these

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lerger under paragraphs

Security Instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds monthly payments, at Lender's sole discretion.

to Lender die amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve

not sufficient to pay the Escrow frems when due, Lender may so notify Borrowet in Ariang, and, in such ease Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is

If the Funds held by Lender exceed the amounts permitted to be held by applies ble law, Lender shall account to Borrower for made. The Funds are pledged as additional security for all sums secured by this security instrument.

annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lander may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to pay B2 rower any interest or earnings on the Funds. Borrower and Londer in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law However, Lender may require Borrower to pay a one-time therge for an independent real estate tax reporting service used by the Escrow items, unless Lender pays Borrewer interest on the Funds and applicable law permits Lender to make such a charge. Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the excrow account, or verifying Lender, if Lender is such an institution) or in any Poisral Home Loan Bank, Lender shall apply the Funds to pay the Escrow The Funds shall be held in an institution whe is deposits are insured by a federal agency, instrumentality, or entity (including

otherwise in accordance with applicable law.

estimate the amount of Funds due on the hards of current data and reasonable estimates of expenditures of future Escrow Items or amount. If so, Lender may, at any 1 me, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, context and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8 in fleu of the payment of mongage insurance premiums. These items are called "Escrow Items." any; (c) yearly mottergo insurance premiums, if any; and (f) any sums payable by Borrower to Londer, in accordance with the or ground rents (a) its Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasthold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

Borrower shall promptly pay when due the I. Payment of Principal and Interest; Prepayment and Late Charges. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

will detend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,

". Anogord" art as inamurisal viriusal sith in oi barrolar as the gaingeauth le the fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOCETHER WITH all the improvements now or hereafter erected on the propeny, and all easements, appurtenances, and

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums 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 may collect 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.

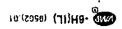
Unless Lender and Borrows, otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shar 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 use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in witting, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property. allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure 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 faith determination, precludes forfeiture of the Borrower's fair rest 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 loan application process, gave materially false or inaccurate information or stater ients to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Proper y, 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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be severable.



15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

14, Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by maning 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 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.

under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signors. The covenants and astreements 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, Carly to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may arree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

right or remedy.

of amortization of the sums secured by this Security in turn on granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower, or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or ref ise to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any dema id made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or temed shall not be a waiver of or preclude the exercise of any in interest. Any forbearance by Lender in exercising any right or temed shall not be a waiver of or preclude the exercise of any

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 L an let Not a Waiver. Extension of the time for payment or modification

by this Security Instrument, whether or not item due.
Unless Lender and Borrower otherwise sgree in writing, any application of proceeds to principal shall not extend or postpone

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, Porrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

sums secured by this Security Lastrument whether or not the sums are then due.

whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the lair 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 multiplied by the following fraction: (a) the total amount of the sums secured by this secured by the same secured by the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking, unless against the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender outer and Lender outer agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Borrower and Lender outer agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

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 hereby assigned and

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

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance and ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of 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 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, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable extorneys' 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 reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan servicer. 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 not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two series shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Page 5 of 6

My Commission Expires March 28, 1997 Sharon Roos Kirkpatrick Hotary Public, State of Illinois "OFFICIAL SEAL"

INOFFICIAL COPY

Balloon Rider Second Home Rider Rate Improvement Rider Graduated Payment Rider Biweekly Payment Rider Planned Unit Development Rider Adjustable Rate Rider Condominium Rider 1-4 Family Rider (Check applicable box(es)) the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shail amend and supplement 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law. Borrower, Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to

Notary Public My Commission Expires: Given under my hand and official seal, this I gned and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose name(s) 2N/POS A Modery Public in and for solid county and state do hereby certify that County ss: Borrower тамопой-(Seal) (Seal) nawomod-(Seal) Bortower. (Seal) any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrey, or accepts and agrees to the terms and covenants contained in this Security Instrument and in Arm Rider Addendum YA Rich [x] Other(s) [specify]

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#### EXHIBIT A

UNIT 202 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 29 THROUGH 32, INCLUSIVE IN BLOCK 1 IN MURPHY'S ADDITION TO ROGERS PARK A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30 TOWNSHIP 41 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIAN BOUNDARY LINE AND WEST OF THE CENTER LINE OF GREENBAY ROAD (EXCEPT THAT PART THEREOF DEEDED TO MARY A. MURPHY AND SCHOOL LOT AND RAILROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25159251 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

3710467G

### ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)
2 YEAR RATE LOCK

THIS ADJUSTABLE RATE RIDER is made this 7th day of February , 1997 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

NEW CENTURY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 7305 ACPITH WINCHESTER #202 CHICAGO, ILLINOIS 60626

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORFOWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM PATE THE BORFOWER MUST PAY.

ADDITIONAL COVENANTS, in addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further coverage and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.6500 changes in the interest rate and the monthly payments, as 10 dows:

%. The Note provides for

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANCE'S

(A) Change Dates

The interest rate I will pay may change on the first day of March , 1999 , and on that day every 6th 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 a dex. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the Lordon market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the arsa business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Seven and Ninety-Five-Hundredths** percentage point(s) ( 7.9500 %) to the Current Index.

The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - FNMA Uniform Instrument

•838B (9406) Form 313B 6/94

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2 Initials:



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13-мот10-в	-Borrower		
(Scal)	(Seal)	9 79 88 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
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(Soal)	(Scal)	Energy	Street
Borrower, If all or any part of the Property or any artower, If all or any part of the Property or any a Borrower is sold or transferred and Borrower is not ader may, at its option, require immediate payment in certification of the property of the option shall not be exercised by Lender if sometimes that Lender in covaluate the intended and (b) Lender reasonably determines that Lender's the risk of a breach of any covenant or agreement in the risk of a breach of any covenant or agreement in the bottom obligated under the Note and agreements made in the Note obligated under the Note and this Security Instrument obligated under the Note and this Security Instrument obligated under the Note and this Security Instrument and 30 days from the date the notice is delivered or any invoke any remedies partituded by this Security Instrument.	beneficial interest in vitera consent, Len inturument. Howe the dr.e. of this Sel inted to Lencer info de to the transferee: inder. Issumption and and inder. Is law, Lender may be may require the transferee to kee will continue to be will continue to be will sums secured be all sums secured be all sums secured be all sums secured be	d or transferred (or if a without Lender's prior without Lender's prior without by this Security lied by federal law as off rower causes to be submitted by the loan at permitted by applicable in permitted by applicable as asses Borrower in writing asses Borrower in writing ich Borrower motice shall provide a piech Borrower must pay ich Eurhiter notice or demant it burther notice or demant it burther notice or demant	interest in it is sold a natural person)  full of all sums a exercise is prohibiopion if: (a) Born transferce as if a security will not be this Security Insurator to the extendant in this Security and in this Security unless Lender relevantes Lender relevante in this Security unless Lender relevante in this Security unless Lender relevante in this Security unless Lender relevante in this Security in the secoloration. The mailed within whe these sums prior insured sums prior instrument without in the secoloration.
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e Date will not be greater than 13.1500 % rest rate will never be increased or decreased on any	y at the first Chang Thereafter, my inte	. % 0099	The interest or less than 11.
e monthly payment that would be sufficient to repay Date in full on the Maturity Date at my new interest tion will be the new amount of my monthly payment.	owe at the Change	oi baiceys am expected to	the unpaid princip

Loan Number 0000013897

# ADJUSTABLE RATE RIDER ADDENDUM (Libor Index - Rate Caps)

This Adjustable Rate Rider is made this 7th day of February 1997 and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and Adjustable Rate Rider (the "Rider") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to NEW CENTURY MORTGAGE CORPORATION

(the "Lender").

Property securing repayment of the Note is described in the Security Instrument and located at:

7306 NORTH WINCHESTER #202 CHICAGO, ILLINOIS 60626

(Proporty Address)

To the extent that the provisions of this Adjustable Rate Rider Addendum are inconsistent with the provisions of the Note and/or Security Instrument and/or Rider, the provisions of this Addendum shall prevail over and supersede any such inconsistent provisions of the Note and/or Security Instrument and/or Rider.

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

4. (D) LIMITS ON INTEREST RATE CHANGES

The interest rate I am required to pay at the first change date will not be greater than 13.1500 % or less than 11.6500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One and One-Half percentage point(s) ( 1.500 %) from the rate of interest I have been paying for the preceeding 6 months. My interest rate will never be greater than 18.6500 % or less than 11.6500 %.

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

Janda Sodini

97104674

Property of Cook County Clerk's Office

# 97104670

# UNDEFICIAL COPY

THIS CONDOMINIUM RIDER is made this 7th

day of February

1997

and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

NEW CENTURY MORTGAGE CORPORATION

(the "Lender")

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

7306 NORTH WINCHESTER

#202 CHICAGO, ILLINOIS 60626

(Propeny Address)

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

#### (Name of Condominium Project)

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

CONDOMINION. COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender furthe, for enant and agree as follows:

- A. Condominium Chilgritions. 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: (ii) 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 Condominia project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the baza ds Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Umform Core and 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in regard hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lie and restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Porto yer.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent to 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 applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domaia;
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public 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 disbursed 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, 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.

BY SIGNING BELOW, Burrower accepts and agrees to the terms and provisions contained in this Condominium Rider.					
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-Borrowe	-Borrower	0	GODINET	LINDA	
(Sea	(Seal)				
-Borrowe	-Borrower				

Property of Coot County Clert's Office

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# UNOFIELGIAL GORY

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day of February

1997

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NEW CENTURY MORTGAGE CORPORATION

(the "Lender")

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

7306 NORTH WINCHESTER

#202 CHICAGO, ILLINOIS 60626

(Property Address)

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

[Name of Condominium Project]

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  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
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-Borrower	-Borrower	·		

Property of Cook County Clerk's Office