97152831



DEPT-01 RECORDING

\$53.50

T\$0010 TRAH 7420 03/06/97 10:03:00

#8828 + CJ #-97-152831

COOK CHANTY RECORDER

WHEN RECORDED MAIL TO:

MSN SV-79: DOCUMENT CONTROL DEPT PO BOX 10266

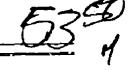
VAN NUYS CALIFORNIA \$14.0 0 266

LOAN # 6353911

ESCROW/CLOSING # 8515

SPACE ABOVE FOR RECORDERS USE

Prepared by L EDMONDS



MORTGAGE

THIS MORTGAGE ("Security Instrument") is given to February 20, 1997 ALAN P. GEORGE. AND JEANNINE BOYUM-GEORGE, MUSBAND AND WIFE . The mortgagor is

("Borrower"). This Security Instrument is given to THE WILLIAM BLOCK COMPANY which is organized and existing under the laws of ILLINOIS address is

and whose

256 MARKET SQUARE LAKE FOREST. IL 60045-

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

ONE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED FIFTY and 00/160

). This debt is evidenced by Borrower's note dailed the same date as this Security Dollars (U.S. \$ 138,750.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid career, due and payable on . This Security Instrument secures to Lender: (a) the repayable is the debt evidenced March I. 2027 by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of 22 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 exergage, grant County, Illinois: and convey to Lender the following described property located in COOK

STCI SSIS

NLIMOIS - Single Family - Fannie Mae Fredd e Moo UNFORM INSTRUMENT

#H(IL) (9502)

CFC (02/95)

VMP MORTGAGE FORMS - (#00)521-7281





# 9715753

### **UNOFFICIAL COPY**

#### LEGAL DESCRIPTION

#### PARCEL 1:

Unit 1807 together with its undivided percentage interest in the common elements in Streeterville Center Condominium, as delineated and defined in the Declaration recorded as document number 26017897, and as amended from time to time, as delineated on the survey of certain lots or parts thereof in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

Unit 1808 together with its undivided percentage interest in the common elements in Streeterville Center Condominium, as derivated and defined in the Designation recorded as document number 26017897, and as amended from time to time, as delineated on the survey of certain loss or parts thereof in Kinzie's Addition to Chicago in Section 10, Tempship 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 3:

Easement for the benefit of Lot 25 of the right to maintain party wall as established by Agreement between Edwin B. Sheldon and Heaton Owsley recorde 1 August 11, 1892, as Document No. 1715549 on that part of Lots 25 and 26 in Kinzie's Addition aforesaid occupied by the West Half (1/2) of the party wall, all in Cook County, Illinois.

#### PARCEL 4:

All those certain easements, privileges, rights of use and all other benefits described in that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded in the office of the Recorder of Decds of Coca County, Illinois, as Document Number 26017894, as granted for the benefit of Parcel 2, by a deed from American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated December 11, 1980, and known as Trust Number 51534 to Wendy Young dated October 1, 1981, and recorded October 2, 1981, as Document 26017895.

#### DARCEI S

All those certain easements, privileges, rights of use and all other benefits (less riced in that certain Declaration of Covenants, Conditions. Restrictions and Easements recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 26017894, as granted for the benefit of Pairel 1, by a deed from American Ectional Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated December 11, 1980, and known as Trust Number 51534 to Douglas Rood dated Cytober 5, 1981, and recorded October 29, 1981, as Document 26042480.

LOAN #: 6353911

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PIW 17-10-203-027-1097 17-10-203-027-1098

which has the address of 233 EAST ERIE STREET #1807 .CHICAGO

[Street, City!

Illinois 60611-

("Property Address");

|Zp Cod :

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

UNIFORM COVENANTS. Borrower and Lender covenar it and arrice as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monfally payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a Fax on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hexard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Socrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage form time to time, 12 U.S.C. Section 2601 et seq. ("PESPA"), unless another law the applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of extenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insered by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in my Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Sowever, Lender may require Borrower to pay a one-time charge for an independent real escate tax reporting revice used by Lender in connection with this loan, usless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing creaties and debits not be Funds and the purpose for which each debit to the Funds was

made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Burrower 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 notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

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LOAN #: 6353911

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 Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note: second, to amounts payable under paragraph 2;

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Leader 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) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender: (b) contests in good faith the lien by, or defends against perforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lieu; er (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Londer determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 7 :: urany: 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 o 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 ac eptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Leader requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of ites, Borrowe, 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 Properly damaged, if the restoration or repair is commemically fersible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lensered, the insurance proceeds chall 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 style a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to proceed to proceed the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will be gir, when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs I 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 shall pass to Lender to the extent of the sums secured by this Security Instrument animediately

prior to the acquisition.

6. Occupancy, Preservation, Maiatemance and Protection of the Property; Borrower's Lean Application; Leanebolds. 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 a least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreas mably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage in impair the Property. allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any furfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property 17 otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower are cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, as Lender's good faith determination, precludes forfesture of the norrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Porrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the 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 Property, the leasehold and the fee title shall not merge unless Londer agrees to the merger in willing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Secsity 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 ferfeiture 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

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CFC (02/95)

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LOAN #: 6353911

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 of all 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 compage 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, from an alternate mortgage insurer coproved 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 yearst nortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no innger be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its again may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- -10. Condemnation. The proceeds of any arrand or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the process's 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 Univer otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds undirected by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise groweds, 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 shandoned by Borrower, or if, after notice by Lender to Borrower to the condemnor offers to make an award or settle a claim for damages, Borrower 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 by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal size of extend or postpone the dee date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amerization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall review a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Jois: and Several Liability; Co-signers. The covenants and agreements of this Sourity Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, Jacker or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's feotosecot.

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LOAN #: 6353911

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum ban 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, shen: (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 Nose.

14. Notices. Any notice to Borrower provides for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any active 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 Let; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting inovision. To this end the provisions of this Security Instrument and the Note are declared to be severable

25. Borrower's Copy. Borrower wall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Transferred 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 writing consent, Lender may, at as 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 probabled by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Society notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailer within which Burrower must pay all sums secured by this Security Instrument. If Burrower fails to pay these sums prior to the expertises of this period, Lender may revoke any remedies permitted by this Security Instrument without further zotice or demand on Horrower.

18. Borrower's Right to Reinstate. If Borrows: meets considered, 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 purporat as any power of sale contained in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if an 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, masonable attorneys' fees; and (d) takes such action as Lender may reasonable 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 reintage shall not apply in the case of acceleration under passgraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (logacher 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, Romower will be given written notice of the change is 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. Hazarvious 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 sorage 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

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LOAN #: 6353911

of which Borrower has actual knowledge. It 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, herosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing achests or formaldehyde, and radinactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (22) not prior to acceleration under paragraph 17 unless applicable has 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. For a before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forenousce 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 Corrower 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 to norsuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Rele .: Upon payment of all sums secured by this ! county Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs, Lender may than a Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more rider, are so and to by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be an opporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]						
Adjustable Rate Rider(s) Graduated Payment Rider	X Condominium Rider Planned Unit Development Rider	1-4 Family Rider iiweekly Payment Ride				
Balloon Rider VA Rider	Rate Improvement Rider Other(s) [specify]	Sound Home Rider				
C AV MOS	Cloud(2) lalox wit	O <sub>fic</sub>				

Form \$914 9/90

LOAN #: 6353911

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any inder(s) executed by Borrower and recorded with it. Waterser

	1 Mark Seage
Muckalan	ALAN P. GEORGE
	1
	JEANNINE ROYUM-GEORGE (S-2)
	BOTTHE BUTCH-GEORGE . Burnicer
0	·
	-Burrow cr
0.5	(Scal)
	-Bornwer
STATE OF ILLINOIS.	County see
The undersogned	a Notary Public in and for said county and state do hereby certify that
along Heize and Jeanne	m Boyana Herez hisufe
subscribed to the foregoing instrument, appeared before m	personally known to me to be the same person(s) whose name(s)
ordiners and dictivated the 2310 arkitiment 32 Active fi	ice and columnary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this	1997 .
My Commission Expires:	Thursday Land
•	Notary Public
"OFFICIAL SEAL"	5
2 PAMELA J. DAVENDA	
Nota: Public State of Minois By Commission Expires 07/25/99	
**************************************	
	_

WHEN RECONDED MAIL TO:
COUNTRYWIDE HOME LOANS INC.
MSN SV-79 / DOCUMENT
CONTROL DEPT.
P.O. BOX 10266
VAN NUYS, CA 91410-0256

SPACE ABOVE FOR RECORDERS USE

PARCEL ID #: 17 10 203 027 109 Prepared by: L. EDMONDS

LOAN #:6353911 ESCROW/CLOSING #:

8515

#### CONDOMINIUM RIDER

THIS CONDOMINIUM REDER is made this 20th 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

ESETISTATE CONDOMINIUM RIDER - Single Family - Famile Mac/Freddia Mac UNIFORM INSTRUMENT

-8U (9606) CHL (11/96)

VM2 MORTGAGE FORMS - (800)521-729





97150500

### UNOFFICIAL CC

LOAN #: 6353911

(the "Borrower") to secure Borrower's Note to THE WILLIAM BLOCK COMPANY

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

233 EAST ERIE STREET #1807

CHICAGO IL. 69611-

[Property Address]

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

[Na ne of Cundominium 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 Propers, also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

Security Instrument, Borrower and Lender further coverant 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: (1) 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 long as the Owners Association maintain, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

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

Lender of the yearly premium installments for hazard insurance on the Programy; and

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LOAN #: 6353911

(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 required hazard insurance

coverage.

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

C. Public Liability insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in

form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable 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 needly 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 en ineut domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is

for the express benefit of Lender.

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance

coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium does 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.

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Page 3 of 4

OP & Form 120 140

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Property of Cook County Clerk's Office

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provi this Condominium Rider.	isions contained in
ALAN P. BEORGE	(Scal) - ඩංගයෙ
JEANNINE BOYUM-GEORGE	(Scal)
-00/C	Scal) Bornwer
	(Scal) Burninger
Space Below This Line Reserved for Acknowledgment	)

CHL (11/96)

WHEN RECOFRED MAIL TO: COUNTRYWIDE HOME LOANS INC.
MSN SV-79 / DOCUMENT
CONTROL DEPT. P.O. BOX 10260 VAN NUYS, CA \$1410-0266

SPACE ABOVE FOR RECORDERS USE

PARCEL ID #: 17 10 203 027 109 Prepared by: L. EDMONDS

LOAN #: 6353911

ESCROW/CLOSING #:

8515

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

THIS ADJUSTABLE RATE RIDER is made this 20th 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

MULTISTATE ADJUSTABLE RATE RICER - ARM 5-2 - Single Family - Fannie Mac

**⋘ૂ -822**U (9606)

CHL (11/96)

Page 1 of 5 %127 Mortgage Forms - (800)521-7291





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# 371525534

### **UNOFFICIAL COPY**

LOAN #: 6353911

(the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE WILLIAM BLOCK COMPANY

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

233 EAST ER) F STREET #1807 CHICAGO IL, 60611-

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY CAYMENT CHANGES

The Note provides for an initial interest rate of 5.87% %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Friendl Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index 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 THREE percentage points (3.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of

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#RM Plans 2, 4, 6 # 3-1 Rider

Page 2 at 6

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LOAN #: 6353911

one percentage point (0.125%). Subject to the limits stated in Section- (D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Links on Interest Rate Changes

The interest rate 1 am required to pay at the first Change Date will not be greater than 7.875 % or less than 3.875 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.875 %.

(E) Effective Date of Changes

My new interest rate will become affective on each Change Date. I will pay the amount of my new monthly payment beginning so the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Ξ.

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

B. TRANSFER OF THE PROPERTY OR A SENEFICIAL 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 querest 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 runs secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not

422U (9626) CHL (11/96) CONV ARM Plans 2, 4, 6 & 5.7 Rider

Page 3 of 5

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exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loss assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the premises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless

Lender releases Borrower in waiting.

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 fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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LOAN #: 6353911

BY SIGNING	BELOW.	Borrower	accepts	arid	agrees	to	the	terms	and	covenants
contained in this Adj	justable R	ate Rider.	_							~
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Property or County Clerk's Office