97158414

LandS. Title Agency, Inc. 999 Place Brive, Suite 225 Schaumberg, IL 60173

COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOV 97 M18 10 M 9:52

RECORDING 59.00 MAIL 0.50 # 97158414

WHEN RECORDED WAIL TO

MSN SV-79 / DOCUMENT CONTROL DEPT P O BOX 10266 VAN NUYS, CALIFORNIA 91410 0266

LOAN # 7652926

ESCROWICLOSING # SLS-0221

SPACE ABOVE FOR RECORDERS USE

Prepared by: T. DUSMAN

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given ou cebruary 28, 1997 SANDRA D. JILES, A MARRIED WOMAN

. The mortgagor is

and whose

("Borrower"). This Security Instrument is given to AMERICA'S WHOLESALE LENDER which is organized and existing under the laws of NEW YORK address is

155 NORTH LAKE AVENUE, PASADENA, CA 91109

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

TWO HUNDRED SEVENTY FIVE THOUSAND and 00/100

Dollars (U.S. 5 275,000.00 ), 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 (arlie), 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.

County, Illinois:

MLINOIS - Single Family - Fannie Mac/Freddle Mac UNIFORM INSTRUMENT

-5H(IL) (9502)

CFC (82.95)

VWP WORTGAGE FDRWS - (800)521-7281

Page 1 of 7

Marie 3014 9/90





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"A" TIBIHXA

Parcelli

Unit Hop. 2903 and 2904 in Bather Drive Combennium, an delinested on the survey plat of that costain parcel of real estate thereindler called 'parcel'); Luts 1 and 2 in Block 2 in Harlor Point Holt No. 1, hoing a subdivision of part of the lands lying East of and adjoining that part of the Southwest fractional 1/4 of fractional Section 19, Township 39 Horth, Range 14, East of the Third Frincipal Maridian, in Cook County, Illinois Range 14, East of the Third Frincipal ngrinian, in coak county, illinois: included within Fort Dearborn Addition to Chicago, being a whole of the Southwest fractional 1/4 of Saction 10, Township 39 North, Range 14, East of the Third Principal meridian, together with all of the isnd, property and space complete by those parts of Sell, Chinann, Caisson Cap and Column Lots 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 6-C, 1-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 8-B, 8-C, M-BA, MA-LA, Originate thereof any and defined and said that of Harborn es said lots are depicted enumerated and defined and said plat of Harbor Point Unit No. 2 falling within the boundaries projected vertically upward and downward of faid Lot I in Block 2, aforesaid and lying above the upper surface of the Jand, property and space to be dedicated and conveyed to the City of Chicago for a lity purposes, which survey is attached to the Declaration of Conde Jum O wership and of Easoments, Restrictions, Covenants and By-Laws of the 155 Marbor Drive Condominium Association made by Chicago Title and Trust Company, as Trustes under Trust No. 58912 recorded in the Office of the Recorder of Doeds of Cook County, Illinois as Document No. 72935653 (sail Peclaration having been anended by first amendment thereto recorded in the Office of the Recorder of Deedn of Cook County, Illinois as Document to 22935654, together with their undivided parcentage interest in said parcel excepting from said parcel all of the property and space comprising all of the units thereof as defined and set forth in said declaration, as amonian as ainresaid, and survey), in Cook County, Illinois.

#### Parcel 2:

Easements of access for the benefit of Parcel 1, aforedestribed through, over and across Lot 3 in Block 2 of said Harber Point Unit ... established introduct to Article III of Derinration of Covenants, Conditions, Restrictions and Easement for the Harbor Point Pionerly Owner's Association made by the Chicago Title and Trust Company, as Trust of under Trust No. \$8912 and under Trust No. 58910, recorded in the Office of the Recorder of

Souds of Cook County, Illinois as Document No. 22733651. (5af. declaration having been amended by first amendment thereto recorded in the Office of the Recordor of Deeds of Cook County, Illinois, as Document No. 22973652 and as created by deeds from Chicago Title and Truat Company on Truated under Truat Agreement dated December 13, 1974 known as Trust No. 58912 to Ursu's schmidt and Esperanza Alfaro recorded as Documents 23453191 and 2431607, respectively.

#### Parcol 1:

Ennements of support for the benefit of Parcel 1, aforedescribed, as: the forth in reservation of grant of reciprocal canemonts as shown on plat of Earhor Point Unit No. 3 aforesaid, and as supplemented by the Provisions of Article III of Declar ion of Covenants, Conditions, Restrictions and Encoments for the Earbor Point Property Owner's Association made by Chicago Title and Trust Company, as Trustee under Trust No. 58912, and under Trust No. 58913, resorded in the Office of the Recorder of Oneda of Conk County, Illinois as Document No. 22535651 (said Declaration having been amended by first smendment thereto recorded in the Office of the Recorder of Oneda in Cook County, Illinois, as document No. 22335652 and as created by Deeds from Chicago Title and Trust Company as Trustee under Trust Agreement dated December 13, 1974 known as Trust No. 88912 to Ursula Schmidt and Esperanza Alfseto recorded as documents 23453191 and 24311607, respectively.



Property of Cook County Clerk's Office

LOAN #: 7652926

SEE ATTACHED LEGAL DESCRIPTION

PIN: 17-10-401-005-1381 &17-10-401-005-1382

which has the address of 155 N. HARBOR DRIVE #2903 .CHICAGO

[Street, City]

Illinois 60601-

("Property Address"):

TOGETHER WITH all the improvements now or hereafter creeted 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 So, ur'ly Instrument as the "Property."

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

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

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

- Borrower shall promptly pay when due the 1. Payment of Principal and Interest; Prepayment and Late Charges. principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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 and assessments which may attain priority over this Security Instrument as a len on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable Ly Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premium. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Studement Procedures Act of 1974 as 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 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 expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrib actional, or verifying the Escrow Items, unless Lender pays Horrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and 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 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 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 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 his equisition or sale of the held by Lender, 1f, under paragraph 21, Lender shall acquire or sell the Property. [240]

Property of Coot County Clert's Office

LDAN #: 7652926

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any tate 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 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) 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 again; a forcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien;  $\sigma$ . (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender way 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 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 mointain 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 accepable 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, it sur nee proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically leasible 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 no insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to epair 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the arrount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies are proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrowel's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within lixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for it least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonable withheld, or unless extenualing 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 infeiture 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. Burrower 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 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 lean 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 leasthold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Bossower 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

97158414

Form 5014 9/98

Property of Cook County Clerk's Office

LOAN #: 7652926

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, 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 years of torquage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer by provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain too gage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any protten agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give 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 'rop rty, 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 marker 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 or driplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the lair 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 sum; recured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise are ides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or senie 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 shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound: 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 Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's constant.

97158414

Form 3014 9/90

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LOAN #: 7652926

- 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 Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conductors provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest is, 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 Borrow a 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 Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the ext traition of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrover.

- 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 attorneys' 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 he 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 munthly 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, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law

Property of Cook County Clerk's Office

LOAN #: 7652926

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 Parandous 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 radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agramment 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, for exhibitor acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Porrower 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 decimal and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incovered in pursoing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower shall pay any recordation costs. Lender may charge 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 we executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider which is incorporated 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(cs)}  X Adjustable Rate Rider(s)  Graduated Payment Rider  Balloon Rider	Condominium Rider  I 1-4 Family Rider  Planned Unit Development Rider  Rate Improvement Rider  Second Home Rider			
☐ VA Rider	Other(s) [specify]	i mana	- Lastenia House House	
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		;		



Property of Cook County Clerk's Office

LDAN #: 7652926

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

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Connider & Colon	SANDRA D. JILES	-Bortower
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	for the second	_ (Scal)
	SOLEY TO WAIVE HOMESTEAD RIGHTS.	Вопожен
0	:	_ (Scal)
		-Bonower
Or		_ (Scal)
		-Bostower
STATE OF ILLINOIS,	Cook County ss:	
1. the undersigned	. a Notary Public in and for said county and state do hereby cer	tify that
Sandra D. Jilus		
Dishorphoid so the formation incomment and the formation	person alv known to me to be the same person(s) whose	name(s)
subscribed to the foregoing instrument, appeared before n signed and delivered the said instrument as	ne this day in person, and acknowledged that SAA.  Free and voluntary act, for the uses and purposes therein set forth.	
	BM day of Felo juan , 19	97
My Commission Expires:	Malan A (plan	
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NOTARY PUBLIC, STATE OF ILLINO'S		
Commission was a sens		
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Property of Cook County Clark's Office

WHEN RECURRED MAIL TO: COUNTRYWIDE HOME LOANS INC. MSN SV-79 / DOCUMENT CONTROL DEPT P.O. BOX 10286 VAN NUYS, CA 91416-0268

LOAN #: 7652926

ESCROW/CLOSING #:

SLS-0221

SPACE ABOVE FOR RECORDERS USE

PARCEL ID #:

17 10 401 005- 1381 E 1387-

Prepared by:

T. DUBMAN

AMERICA'S WHOLESALE LENDER 3150 WEST HIGGINS ROAD #145

HOFFMAN ESTATES IL

40195-

#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 28th dry 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 dail given by the undersigned

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mea: Freddie Msc UNIFO TM INSTRUMENT

Page 1 of 4

-8U (9405) CHL (11/95)

VER MORTGAGE FORUS - (200)521-7281



Property of Cook County Clerk's Office

LOAN #: 7652926

(the "Borrower") to secure Borrower's Note to AMERICA'S WHOLESALE LENDER

(the "Lender") of the same date and covering the Property described in the Security Instrument and forated at:
155 N. HARBUR DRIVE #2903
CHICAGO IL. 6/501-

[Property Address]

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

HARBOR POINT

[Name of Condominium Project]

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

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

A. Condominium Obligations. Borrower shall perform 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 parsagant to the Constituent Documents.

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

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

Page 2 of 4

Form 1140 9/90

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LOAN #: 7652926

(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 Bonower 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 colorage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrover 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 bereby 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 sur divide 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 domain:

(ii) any amendment to any provision of the Constitue a 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.

-8U (9506) CHL (11/98)

Page 3 of 4

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LOAN #: 7652926		
BY SIGNING BELOW, Borro his Condominium Rider.	wer accepts and agrees to the terms and pro	ovisions contained in
SANERA D.	ordie ofter	(Scal) - Borrower
aff	SLEROY JILES, SIGNING SOLEY	(Scal) Rottoner
	WAIVE HOMESTEAD RIGHTS.	
***************************************	004	(Scal) - Borrower
· · · · · · · · · · · · · · · · · · ·		(Scal) - Borrower
	r Below This Line Reserved for Acknowledgmen	
	<sup>10</sup> /4	<u></u>
-8U (9606) CHL (11/96)	Page 4 of 4	Form 3140 9/90
		Tico Co

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

LOAN #: 7652926

ESCROW/CLOSING #:

SLS-0221

SPACE ABOVE FOR RECORDERS USE

PARCEL ID #:
17 10 401 005
Prepared by:
T. DUBMAN
AMERICA'S WHOLESALE LENDER
3150 WEST HIGGINS ROAD #145
HOFFMAN ESTATES IL
60195-

### FIXED/ADJUSTABLE RATE RIDER (I Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 28th day of February. 1997, and is incorporated into and shall be deemed to amend and st ppiement the Mongage. Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the

MULTISTATE FIXED/ADJUSTABLE MATE RIDER - 1 YEAR TREASURY INDEX - Single Family - Fannie Mee Uniterm Call At an

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CHL (11/96)

VMP Mortgage Forms - (800)521-7291

Page 1 of 6

Form 3112 10/95

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Property of Court County Clerk's Office

LOAN #: 7652926

undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to AMERICA'S WHOLESALE LENDER

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

155 N HARR' (R ORIVE #2903

155 N. HARBOR DRIVE #2903 CHICAGO IL. 60801-

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 1.125 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of March , 2002 , and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be last on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted

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CHL (11/95)

Page 2 of 6

Form 319279.95

Property of Cook County Clerk's Office

LOAN #: 7652926

to a constant maturity of I year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Irucx 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 TWO & THREE-GUARTERS percentage point(s) (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changer

The interest rate I am required to pay at the first Change Date will not be greater than 12.125 % or less than 2.750 %. (hereafter, my adjustable 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 12.125 %.

(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 the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a

person who will answer any question I may have regarding the notice.

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Page 3 of &

Form 315 0/95

Property of Coot County Clert's Office

LOAN #: 7652926

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

I. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT 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 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 lay 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 sailed 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.

2. WHEN BORROWER'S INITIAL FIXED BY FREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TIPMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION BI ABOVE SHALL THEN CHASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Bourower. If all or any part of the Property or any interest in it is sold or transferred for 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 a 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

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CHL (11/96)

Page 4 of 6

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Property of Coof County Clerk's Office

LOAN #: 7652926

is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan 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 exicot permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless

Lender releases Borrower in writing.

If 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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CHL (11/95)

Page 5 of 6

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Property of Coot County Clerk's Office

LOAN #: 7652926

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

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SANDRA D. JILES	Botton
Cold I	{Seal
LEROY JILES, SIGNING SOLEY TO WAIVE FOMESTEAD RIGHTS.	Borrow
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	(Seal
40	- House

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Page & of &

Form 3182 10/95

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