97162740

WHEN RECORDED, METURE TO

FIRST CHICAGO ERD MORTGAGE COMPANY ATTN: LOAN REVIEW,

P.O. BOX 7095

Ľ

7454143/Hans

ABSTRAC.

() TROY, MI 48007-9869

PREPARED BY:

PARKY A. SHANKR

745 DEERFIELD RD, DEERFIELD, IL 60015

DEPT-01 RECORDING

\$41.00

- T#0012 TRAN 4265 03/10/97 12:37:00
- \$1101 \$ RC #-97-1&2740
 - COOK COUNTY RECORDER

[Space Above This Line For Recording Buta]

MORTGAGE

8187474

41.00 LR

THIS MORTGAGE ("Security Instancent") is given on FERRITARY 28. 1997 ZIYAD I WACCASHA A SINGLE MAN

. The mortgager is

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

PLEST CHICAGO HED MORTGAGE COMPANY,

which is organized and existing under the laws of THE STATE OF DELAMAGE address is 900 TOWER DRIVE, TROY, MI 48698

, and whose

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

EIGHTY SEVER THOUSAND FIVE RUNCED AND 00/100

e7, 500.00). This debt is evidenced by Borrower's new seted the same date as this Security Dollars (U.S. \$ instrument ("Note"), which provides for monthly payments, with the full debt, if not said earlier, due and payable on MARCH 01, 2027 This Security instrument secures to Lender: (6) the repayment of the debt evidenced by the Note, with interest, and all senerals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under purigraph 7 to protect the accurity of this Socurity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby stortgage, great and convey to Lender the following described property located in CITY OF CHICAGO, COOK o inty. Illinois: PRIVER TO THE LEGAL DESCRIPTION RIDGE ATTACHED:

PIN: 16-33-208-028-1971

which has the address of 2020 HORTH LINCOLN PARK WHIT, WHIT 78, CHICAGO **Minnis** 59614 En Cole ("Property Address");

[Street, City].



BOX 333-C77



TOORSHEER WITH all the improvements how or licerafter crected on the property, and all carements, send fixtures now or hesselfer a part of the property. All replacements and additions shall also be covered in Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is iswfully seised of the estate hereby conveyed and has the right to pt, great and convey the Property and that the Property is unchambered, except for encumbrances of record, or witnesses and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY INSTRUMENT combines uniform covenents for autional use and non-uniform covenents with by jurisdiction to constitute a uniform security instrument covering real property.

M COVERANTS. Bosrower and Lender coverant and agree as follows:

neigni and Entwest; Prepayment and Late Charges. Bosrower shall promptly pay when due of on the debt evidenced by the Note and any prepayment and late charges due under the Note.

fines and insurance. Subject to applicable law or to a written waiver by Lender, Bossower shall pay monthly payments are due under the Note, until the Note is paid in full, a sum ("Fands") for: (a) we seemed seems on the Property; (b) yearly the standard seems on the Property; (b) yearly the seems on the Property; (c) yearly hazard or property insurance premiums; (d) yearly them, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Bornower with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums.

Lander may, at any time, collect and hold Punds in an amount not to exceed the a land. See a federally related mortgage loan may require for Bornower's escrow account under the seasons. Act of 1974 as amended from time to time. 12 U.S.C. Section 2601 at and less Condens Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at ang. B strother lase (a) applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and measure and to so could the lesser amount. Lender may estimate the amount of Funds due on the basis of thes (1) rependitures of future Escrow Items or otherwise in accordance with applicable

The Punds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity to Londor is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to by the Recover Rome. Lander may not charge For wer for holding and applying the Funds, annually analyzing the name account, or varifying the Escrow Rome, unkey conder pays Borrower interest on the Funds and applicable law comis Lender to make such a charge. However, Lands spay require Borrower to pay a one-time charge for an shiest real estate tax reporting service used by Lend v in connection with this loan, unless applicable law provides intwise. Unless an agreement is made or applicable law require interest to be paid, Lender shall not be required to pay stower any interest or carnings on the Punds. Borrower and Lander may agree in writing, however, that interest shall on the Funds, showing credits debits to the Punds and the purpose for which each debit to the Pun's ves made. The Punds are pledged as additional

security for all subargeomed by this Security Instrument.

If the Funds hold by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Bostomer for the excess Funds in accordance with the requirements of applicable for if the amount of the Funds held by

Lender for the excess Funds in accordance with the requirements of applicable of. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may exactly 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 is 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 sale of the Property, and! apply any Funds held by Lender at the time of acquisition or sale as a cradit against the sums assessed by this Security Instrument.

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

n of Payments. Unless applicable law provides otherwise, all payments received by Ander under and 2 shall be applied: first, to any propayment charges due under the Note; second, to amounts payable up. 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

ple 2; third, to interest due; fourth, to principal one; and last, so any last campes due under the roles.

page Léana. Bostower shall pay all taxes, assessments, charges, fines and impositions attributable to the
shap athain priority over this Security Instrument, and leasehold payments or ground reats, if any,
is pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Bostower shall
say these obligations in the manner provided in paragraph 2, or if not paid in that manner, Bostower shall
say these paragraphs. If Bostower makes these payments directly, Bostower shall promptly furnish to Leader

them on time disnelly to the person owed payment. Borrower shall promptly formsh to Lender all notices of encourse of paid under this panagraph. If Borrower makes these payments directly, Borrower shall promptly formish to Lender into over the payments.

Encourage the payments.

Encourage the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contents in faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion side to provent the suforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to

Form 3014 2/90

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 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 Lummance. Borrower shall keep the improvements now existing or hereafter erected on the (2) Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, 2 including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the smoonts 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 Botrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with puragraph 07.

All insutance policies rad tenewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and tenewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the

insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property dam (et.), if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is the 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 39 days a netice from Lender that the insurance carrier has offered to settle a claim, ther winder may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sures secured by this Security Institutent, whether or not then dic. The 30-day period will begin when the notice is given.

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

Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance (ac) Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, where Landar otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externating circumstaters exist which are beyond Borrower's conirol. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Bostower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or oth avisse materially unpair the lien created by this Security Instrument or Lender's security interest. Borrower may care 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 of other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement 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 the 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 Bostower fails to perform the covers and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lande'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 pretect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although

Lender may take action under this paragraph 7, Lender does not have to do so.

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

requesting payment.

Mortgage Insurance. If Lexaler 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

Ferm 3014 9/90

size required to obtain coverage substantially equivalent to the mertgage insurance previously in effect, at a cost activally equivalent to the cost to Bostower of the mortgage insurance previously in effect, from an alternate age insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, stigage inciter approved by Lender. If substantinity equivalent mongage manages of companies being abover shall pay to Lender such month a man equal to one-twelfth of the yearly mortgage insurance premium being it by Bonsover sales the insurance coverage legace or ceased to be in effect. Lender will accept, use said retain these remarks us a loss seaseve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option. success if measures insurance coverage (in the amount and for the period that Lender requires) provided by an insurance by Lender again becomes available and is obtained. Borrower shall pay the premiums required to main passes in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in ith any written agreement between Borrower and Lender or applicable law.

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

two Bussours notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Constanuation. The proceeds of any award or claim for damages, direct or consequential, in connection with maintain or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

and and shall be raid to Lender.

in the event of a lotal 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 sit market take of the Property immediately before the taking is equal to or greater than the amount of the ines secured by this Ser. (1) Instrument immediately before the taking, unless Borrower and Lender otherwise agree in willing, the stars accured by the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total are sent 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 frie market value of the Property immediately before the taking is less than the smooth of the sures secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or pleas applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrowed or if, after notice by Lender to Borrower that the condemnor offers to the an award or actile a claim for damages, Born we mile to respond to Lender within 30 days after the date the notice is given, Lander in authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property

opio the same secured by this Secretity Instrument, whether or not then due.

Unless Legisler and Borrower otherwise agree in writing my application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred and paragraphs 1 and 2 or change the amount of such

11. Berrower Not Released; Forbearence By Lender Not 2 Walver. Extension of the time for payment or inidifficultion of amortization of the same secured by this Security in exament granted by Lender to any successor in sterest of Balsower shall not operate to release the liability of the original Fon ower or Borrower's successors in interest. ander shall not be required to commence proceedings against any successor in interest or refuse to extend time for greent or otherwise modify amortization of the sums accured by this Security Instrument by reason of any domand nade by the original Bostower or Bostower's successors in interest. Any forbear any 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 is Security Instrument shall bind and benefit the successors and assigns of Lender via Borrower, subject to the provisions of puragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security finatrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and occurry 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 cour Bornower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Bosrower's consent.

23. Loss Charges. If the loss secured by this Security Instrument is subject to a law which sets maximum loss ages, and that have is finally interpreted so that the interest or other loss charges collected or to be collected in ection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount eccessry to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which conceded itted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed der the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a etici 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 sciling 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 nerein of 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 conflicting 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 in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain confisions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the carlier of: (a) 3 days (or such other period as applicable law may specify to a instatement) before sale of the Property putsuant to any power of sale contained in this Security Instrument; or (b) entry to 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 liet 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 remstatement 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 place 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 unselved 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 (crordance 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. Betrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor all awaryone 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, claire, den and, lawstrit or other action by any governmental or regulatory agency or private party involving the Property and any Sazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower leasns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance effecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or landous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic perpleum 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 egreement 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

Form 3014 9/90



specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the sight to assert in the foreclessare proceeding the non-existence of a default or any other defense of Borrower to assolutation and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may sequire immediate payment in full of all sums recured by this Security Instrument without further demand and may foreclosure. This Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses instanced in passaging the manufact provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and couts of this oridines.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument, the state of the Security instrument, and the state of the Security instrume

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

| 34 Riders to fair Security last | Primeri. If one or more sides and | d by Borrower and recorded together with |
|--|--|---|
| fair Security instrument, 'Ac coverage | to and agreements of each such rider shall | d by Borrower and recorded together with be incorporated into and shall amend and |
| instrument (Check applicable lores | incids of this Security Instrument as if | be incorporated into and shall amend and the rider(s) were a part of this Socurity |
| Adinatable Rate Rider | Condominium Rider | 1-4 Pamily Rider |
| Graduated Payment Rider Balloon Rider | Planned Unit Development Ric | ier Biweekly Payment Rides |
| V.A. Rider | Rate Improvement Rider Cther(s) [specify] | Second Home Rider |
| a de la companya de | | |
| | 0/ | |
| BY SIGNING BELOW Room | | |
| instrument and in any rider(s) executed | by Borrower and reconstraint it. | d covenants contained in this Security |
| Within the Control of | 121 | |
| | \$170 7 ZdC | (Scal) |
| | | -Mamowar |
| | | 0. |
| | | (Scal) |
| | | 5 |
| | (Scal) | |
| | -Branne | -Bondary |
| WATE OF ILL MOSS, | COCK CO | inty as: |
| 4 He ludus | Motory Public in a | nd for said county and state do hereby |
| costily that SIYAD I WACCASTA 2 | THELE MAN | and the said comey and state do noteby |
| |) | |
| and of the state o | , personally known to | o me to be the same person(s) whose |
| signed and deavered the said | The residence of the re | ICUD, EUO SCICOCVICTORY (hat |
| ADMICTAL SOCIETY | 1.40 | uniary act, for the uses and purposes |
| Cives under any hand and official as | al, this 2078 day of FERE | TARY , 1997 . |
| My Commission Expires: | Loca | e Down |
| This instrument was proposed by: | PARES -A. SEASERY | |
| Parties Parties | g . | OFFICIAL SEAL DEBORAH KERR HARRINGO 1 9/20 |
| | | TIMEY PORLED - STATE OF ELIMINE & |
| | Same | |

LEGAL DESCRIPTION RIDER

UNIT NUMBER 7H IN 2020 LINCOLN PARK WEST CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS AND PARTS OF LOTS IN KUHN'S SUBDIVISION OF THE EAST 1/2 OF LOT 7 IN BLOCK 31 IN CANAL TRUSTEE'S SUBDIVISION AND IN JACOB REHM'S SUBDIVISION OF CERTAIN LOTS IN KUHN'S SUBDIVISION AFORE AD, TOGETHER WITH CERTAIN PARTS OF VACATED ALLEYS ADJOINING CERTAIN OF SAID LOTS, ALL IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'S' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25750909, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED THE COOK COUNTY CLOTES OFFICE PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 14-33-208-028-1071

Stopperin of Coot County Clert's Office

0107474

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 2072 day of PERSTARY , 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST CHICAGO WED MORREAGE COMPANY.

A DELAWARE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 2020 HORTH LINCOLN PARK WEST, UNIT 78 CHICAGO, ILLIEOIS 60614

[Property Address]

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

2020 LIECOLN PLAY W COMDOS

[Name of Condommium 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 Leader further greenant and agree as follows:

A. Condominium Philipations. 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 end assessments imposed pursuant to the Constituent Documents.

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

Lender requires, including fire and instants included within the term extended coverage," then:

(i) Lender waives the provision in Uniform Covenan, 2 for the monthly payment to Lender of

the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Coverant 5 to margin 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 exceptif 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 Secrity Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to incure 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 hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

MULTISTATE CONDOMINUM RIDER -Single family-Fennie Mae/Freddie Mae UNIFORM INSTRUMENT

Form 3140 9/90



VSAP MICRITICAGE POPMIS * (313)2293-8100 * (800)521-7291



E. Lander's Prior Comment. Borrower shall not, except after notice to Lander and with Lander's prior written comment, 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 condomnation or eminent 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 main simed by the Owners Association unacceptable to Lender.

F. Revolles. If Borrower does not pay condominium dues and assessments when due, then Lender easy pay Geo. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower second by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these counts shall bear interest from the date of disbursement at the Note rate and shall be payable, with lutter expon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW. Porrower accepts and agrees to the terms and provisions contained in this Condominion Rider.

| 15/10. | (Se |
|---------------|-------------|
| TACCASIA | |
| | (Sc |
| | -Borro |
| */Ox | (Se |
| | (Se |
| C | (Sc |
| Q4. | -Buno |
| ~/ <i>-</i> / | > |
| ' \ | |
| 9 | |
| | Office |
| | |
| | |
| | |

R-C ores

Form 3140 9/90

2-2-4

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

0107474

THIS ADJUSTABLE RATE RIDER is made this day of PERSONALY 2973 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of 1397 Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Porrower") to secure Borrower's Adjustable Rate Note (the "Note") to

PIRST CRICAGO NED MORTSAGE COMPANY

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

2020 MORTH LINCOLN PARK WEST, UNIT 7H, CHICAGO, IL 60614

Property Address)

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

ADDITIONAL COVENAIVAS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender fur test povenent and agree as follows:

A. INTERESTRATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest 6.2000 changes in the interest rate and the monthly payments, as follows:

%. The Note provides for

4. INTERESTRATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

Beginning with the first Change Date, my interest rate will be best 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 Pederal Reserve Board. The most recent Index figure available to of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

THREE AND 000/1000 percentage point(s) (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.

MAILTISTATE ADMISTABLE RATE MIDER-ARM 5-2 Single Family Fernie Mee/Freddie Mac Uniform Instrument

VMP MORTOAGE FORMS *(313)283-8100 *(800)821-7281

Form 31113/85



822B (910t)

e Note Holder will then determine the amount of the mouthly payment that would be sufficient to reject aid principal that I are expected to owe at the Change Date in full on the Maturity Date at my new interest ally equal payments. The result of this calculation will be the new amount of my monthly

dison Interest Rate Class

nient rate I am required to pay at the first Change Date will text be greater than S. Thereafter, my interest rate will never be increased or decreased on Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying widing twelve months. My interestrate will never be greater than

he independence will become effective on each Change Date. I will pay the amount of mynew monthly paining on the first monthly payment date after the Change Date until the amount of my monthly

The New Solder will deliver or mail to me a notice of any changes in my interest rate and the amount of my page. So fore the effective date of any change. The notice will include information required by law to be given me to the title and telephone number of a person who will answer any question I may have

SER OF 1974/ROPERTY OR A BENEFICIAL INTERESTIN BORROWER est 17 of 8 Security Instrument is amended to read as follows:

Uniform Covenant 17 of B. Socurity Instrument is smended to read as follows:

Transfer of the Propert (*) * Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred and Borrower in not a natural postum) without Lender *s prior written consent, Lender may, at its option, require immediate payment in field of all some necured by Security Instrument. However, this option shall not be exercised by Lender if covering is probabled by feeled. In at of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes the submitted to Lender information required by Lender to exclude this option if: (a) Borrower causes the submitted to Lender information required by Lender to exclude this intended transferree as if a new loss were being made to the transferree; and (b) Lender reasonably determines that Lender's accurity will not be improved by the loss assumption and that the risk of a breach of any covening of agreement in this Security Instrument. Some an assumption agreement that is security to Lender and that obligates the transferree to keep at a presentable fee as a condition to Lender's committee to Lender and that obligates the transferre to keep at a presentable fee and this Security lastrument. However will consume to be selected under the Note and this Security instruments. However will consume to be selected under the Note and this Security instruments.

instruments and Lender releases Bottower will consume to the reagand under the recommendate instruments and Lender releases Bottower in writing.

If Londer shall provide a period of not less than 30 days from the date the notice is delivered or smalled which Bottower small pay all sums secured by this Security instrument. If Bottower fails to pay dust some prior to the expiration of this period, Lender may invoke any remed as permitted by this Security line and the period of the period.

BY SIGNING BELOW, Bottower accepts and agrees to the terms and coven tots contained in this Admitable Rate Rider

| 1/2 | · 'C |
|------------------|----------|
| STYND I EACCASEA | (Scal) |
| | (Seel) |
| | - (Scal) |
| | (Scal) |
| | (Scal) |

Ferm 31113/86