

# UNOFFICIAL COPY

2015

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AFTER RECORDING MAKE TO:

LINCOLN PARK SAVINGS BANK  
1946 West Irving Park Road  
Chicago, Illinois 60613

DEPT-01 RECORDING \$43.50  
797777 TRAN 3395 05/29/97 12:53:00  
#0141 + YP \*-97-379723  
COOK COUNTY RECORDER

AP# BLACK-WINDSOR  
LN# 0100007930-0

971292

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 21, 1997 . The mortgagor is  
Carol Ann Black, A Single Woman Never Married

("Borrower"). This Security Instrument is given to Lincoln Park Savings Bank  
existing under the laws of the State of Illinois , which is organized and  
1946 West Irving Park Road, Chicago, IL 60613 , and whose address is  
("Lender"). Borrower owes Lender the principal sum of Sixty Eight Thousand Eight Hundred  
Fifty Dollars and no/100 Dollars  
(U.S. \$ 68,850.00 ). This debt is evidenced by Borrower's note dated the same date as this  
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due  
and payable on June 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:

\*\*\* SEE ATTACHED LEGAL DESCRIPTION \*\*\*

Pin : 14-05-407-017-1222

which has the address of 5701 N. Sheridan Road Unit 7J  
[STREET]  
Illinois 60660 ("Property Address");  
[ZIP CODE]

Chicago  
[CITY]

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PAGE 2 OF 8  
ILLINOIS-SINGLE FAMILY ANNUAL SECURITY INSTRUMENT  
ISCCAD011/09943014(0990)-1

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, may so notify Borrower in writing, and, in such case Borrower shall pay to Leader the amount necessary to amount of the Funds held by Leader at any time is not sufficient to pay the Escrow Liens when due, Leader account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the Leader's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall make up the deficiency. The Funds are pledged as additional security for all sums secured by this Security instrument. The Funds, showing credits and debits to the Funds and the purpose for which each is to accounting of the Funds, shall give to Borrower without charge, in sum that interest shall be paid on the Funds, Leader shall pay to Borrower and Leader may agree to a filing, however, pay Borrower any interest or sums on the Funds, Borrower and Leader may agree to be paid. Leader is liable to Leader in agreement is made or applies to any other escrow account to be paid, unless specifically otherwise. Unless an agreement is made or applies to Leader in connection with this loan, unless specifically otherwise, reporting service used by Leader to pay a one-time charge for an agreed annual fee plus an interest, however, Leader may require Borrower to pay a one-time charge for each a charge. Leader pays Borrower interest on the Funds and applicable law permits Leader to make such a charge. Leader shall apply the Funds, normally applying the escrow account, or verifying the Escrow Liens, unless and separately the Funds to pay the Escrow Liens, Leader, if any, not charge Borrower for holding Bank. Leader shall apply the Funds to pay the Escrow Liens, Leader, if any, not charge Borrower for holding instrumentality, or entity (including Leader, if Leader is such institution) or in any Federal Home Loan Bank. The Funds shall be held in an institution whose deposit is insured by a federal agency.

The Funds or otherwise in accordance with applicable law. excepted from or otherwise in accordance with applicable law. excepts the amount of Funds due on this basis of current day and reasonable estimates of may estimate the amount of Funds due on this basis of current day and reasonable estimates of Leader may, at any time, collect and hold Funds in an account not to exceed the lesser amount, if so, U.S.C. § 2601 et seq. ("RESPA"), unless such a law that applies to the Funds sets a lesser amount, 12 account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 maximum amount a Leader for a Leader to hold Funds in an amount not to exceed the called "Escrow Liens". Leader may, at any time, collect and hold Funds in an amount not to exceed the provisions of paragraph 8, in lieu of a payment of mortgage insurance premiums. These items are the mortgage insurance premiums, if any, and (d) any sums payable by Borrower to Leader, in accordance with instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly food insurance premiums, if any; (e) yearly water and sewer charges or taxes on the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach prior to this Security Borrower shall pay to Leader on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for Leader and Leader's insurance. Subject to applicable law or to a written waiver by Leader, changes do under the Note.

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

2. FORM COVENANTS. Borrower and Leader covenant and agree as follows:

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

BORROWER COVENANTS that Borrower is lawfully seized 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 my knowledge of record.

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

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APP# BLACK-WINDSOR

LNF# 0100007930-0

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

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by 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 late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to 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 against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to 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 Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible, or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and 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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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EDUCATIONAL INSTITUTIONS - SINGLE FAMILY - 4-NUMBERS QUOTATION INFORMATION  
PSC/CMDLII/1004/304(0990)-1 PAGE 4 OF 8

9. **Inspection.** Landlord or his agent may make reasonable entries upon and inspections of the property. Landlord shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Mortgagee Insurance. If Leader required mortgagee insurance; as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage is discontinued by Leader, Leader shall pay the premium required to maintain the mortgage insurance in accordance with any written agreement between Borrower and Leader or applicable law.

Any amounts disbursed by Lender under this paragraph, 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 requiring payment.

7. Protection of Leased-in Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Leander's rights in the Property (e.g. 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 Leander's rights in the Property. Although Leander may take action reasonably attorney fees and costs of attorney to make repairs. Although Leander may take action to collect any sums secured by a lease which has passed, over this Security Instrument, appearing in court, paying process fees or otherwise, Leander does not have to do so.

6. Occupancy, Preservation, Maintenance and Protection of the Property, Borrower's Lien  
Appropriation, Leasehold, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within thirty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lessor  
otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless Lender  
consentences extra 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 constructive action or proceeding, whether civil or criminal, is begun against Lender's good faith  
judgment could result in forfeiture of the Property or otherwise materially impair the Lender's security interest  
Security interest in Lender's security interest may come into a default and cause, as  
provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in  
Lender's good faith determination, provides for the return of the Property to the Lender in the  
event of his/her death or incapacity, provided that the Lender's security interest in the  
Property, during the term of his/her life, shall not be affected by the Lender's death or incapacity.  
Borrower, during the loan application process, gave written notice to Lender of his/her  
status also to Lender (or Lender's attorney) if Borrower, during the loan application process, gave written notice to Lender  
information to Lender or Lender's attorney, but not limited to, representations concerning  
complaints with the Lender, loans 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,

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**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise 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 Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal 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 consent.

**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.

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2A. Hazardous Substances. Borrower shall not cause or permit the presence, use, storage or handling of small quantities of Hazardous substances that will not apply to the presence, use, or storage on the Property or small quantities of Hazardous substances to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding may or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone to release or transfer of any Hazardous Substances on or in the Property.

18. Borrower's Right to Redress. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument if commenced at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for replevin) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (c) pays Lender all sums which Lender would be entitled to pay under this Note as if no security had occurred; (d) certifies any default of the other covenants or agreements (e) pays all expenses incurred in enforcing this Security Instrument;

17. There are three properties of a **Borrower's** **Interest** in **Borrowers**. All or any part of the property or  
any interest in it is sold or transferred (or if a beneficial interest in Borrowers is sold or transferred and  
Borrower is not a natural person) without Lender's prior written consent, Lender may, at his option, require  
immediate payment in full of all sums secured by this Security instrument. However, this option shall not  
be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall  
provide a period of not less than 30 days from the date the notice is delivered or mailed within which  
Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior  
to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument  
without further notice or demand on Borrower.

16. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security and the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless otherwise law requires use of another method. The notice shall be directed to the Property Address of my other address Borrower designdates by my Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or my other address Lender designates by notice to Borrower. Any notice provided for in this instrument shall be deemed to have been given to Borrowers or Lender when given as provided in this paragraph.

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and 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 agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be 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(es)]

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]               |   |   |

*Ceb*

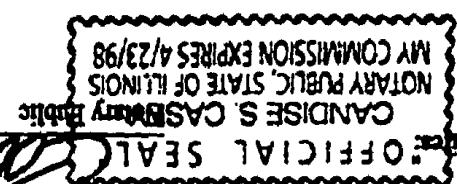
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FORM 304-9/96

ILLINOIS-SINGLE FAMILY-FINANCIAL INSTRUMENT  
IS/CACDITI/089/43014(0990)-L PAGE 8 OF 8

9/23/96

This instrument was prepared by: **Cynticha Thy**  
Address: 1946 W. Irving Park Road  
Chicago, IL, 60613



Given under my hand and official seal, this **10th day of April, 1997.**  
Delivered the said instrument to **herself**, Notary Public, and acknowledged that **All** he/she/they did  
instrument, appeared before me this day in person, and acknowledged that **All** he/she/they did  
personally known to me to be the same person(s) whose name(s) **to** is affixed to the foregoing

Carol Ann Black

I, the undersigned, Notary Public in and for said county and state do hereby certify that

County as:

STATE OF

[Space Below This Line For Acknowledgment]

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Carol Ann Black

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1  
through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

IN# 0100007930-0

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Unit Number 7-J, in Hollywood Towers Condominium, as delineated on a survey of the following described Real Estate: Lots 19 to 23, both inclusive, and part of Lot 24 in Block 21 in Cochran's second addition to Edgewater, together with part of the land lying between the East line of said lots and the West Boundary Line of Lincoln Park all in East Fractional Half of Section 5, Township 40 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as exhibit "A" to the Declaration of the condominium recorded as document number 26903562, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

P.I.N. 14-05-407-017-1222

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Property of Cook County Clerk's Office

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CONDONIUM RIDER

LOAN NO. 0100007930-0

THIS CONDOMINIUM RIDER is made this 21st day of May, 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 Lincoln Park Savings Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5701 N. Sheridan Road Unit 7J, Chicago, IL 60660

[Property Address]

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

## HOLLYWOOD TOWERS CONDOMINIUM

[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.

**CONDONIUM 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 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 hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking of condemnation 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;

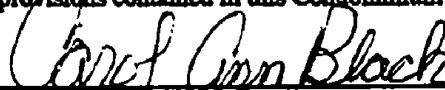
or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

(Seal)  
\_\_\_\_\_  
-Borrower

  
Carol Ann Black  
(Seal)  
\_\_\_\_\_  
-Borrower

(Seal)  
\_\_\_\_\_  
-Borrower

(Seal)  
\_\_\_\_\_  
-Borrower

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Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

LOAN NO. 0100007930-0

## ADJUSTABLE RATE RIDER (5 Year Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21<sup>st</sup> day of May, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Lincoln Park Savings Bank

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

5701 N. Sheridan Road Unit 7J, Chicago, IL 60660

[Property Address]

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

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.0000%. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of June, 2002, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the 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 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 ~~Two and Three Quarters~~ percentage points (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 Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.0% or less than 8.000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 14.0% or less than 8.000%.

*Ceb*

# UNOFFICIAL COPY

Form 3105 345

MULTISTATE ADJUSTABLE RATE MORTGAGE AGREEMENT  
IS/C/SD-10/92/3105(03-85)-L PAGE 2 OF 2

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

*Carol Ann Black*

Adjustable Rate Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Note and to pay all sums secured by this Note and in this Security Instrument. If Borrower fails to pay these sums or fails to do anything further notice or demand on Borrower,

If Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower, the date this notice is delivered or mailed within which Lender must pay all sums secured by this Note and in this Security Instrument. The notice shall provide a period of not less than 30 days from the date this notice of acceleration is given.

Lender reserves the option to require immediate payment in full, Lender shall give Borrower written notice to be obligated under this Note and in this Security Instrument unless to keep all the processes and agreements made in the Note and in this Security Instrument, to sign an assumption agreement that is acceptable to Lender and that obligates the transferee condition to Lender's consent to the loan assumption. Lender may also require the transferee to do all such other acts as Lender may require to satisfy law, Lender may charge a reasonable fee as a

To the extent permitted by applicable law, Lender may sue in any court of competent jurisdiction to collect any amount due under this Note and in this Security Instrument and to collect any expenses incurred by Lender in connection therewith. Lender may sue in any court of competent jurisdiction to collect any amount due under this Note and in this Security Instrument and to collect any expenses incurred by Lender in connection therewith. Lender may sue in any court of competent jurisdiction to collect any amount due under this Note and in this Security Instrument and to collect any expenses incurred by Lender in connection therewith. However, this option shall not be exercised by Lender if it violates federal law as set forth in this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes, or is about to cause, a security held by Lender to be impaired by the transfer, and (b) Lender has reasonably determined that Lender's security will not be impaired by the transfer; and (c) Lender has reasonably determined that it is not in Lender's best interest to do so.

If all or any part of the Note is sold or transferred (or if a beneficiary 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.

U.S. Form Covering 17 of the Security Instrument is enclosed to read as follows:

## R. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me 8 notices of any changes in my interest in my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer my questions if any arise regarding this notice.

(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

LOAN NO. 0100007930