97392736

DEPT-01 SECORDING \$65.5 TROOLS TRAN 2567 06/03/97 14:48:08 \$8955 **+ JW \*-97-392736** 688X (SENTY RECORDER

(Space Above This Line For Recording Data)

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 30TH, 1997 LISA J ROMANELLI, AN UN PERIOD PERSON, NEVER MARRIED

. The mortgager is

397040308

("Bonower"). This Security Instrument is given to PRISH MORTGAGE COMPANY

which is organized and existing under the laws it STATE OF ILLINOIS 350 W. HUBBARD ST., SUITE 222, CHICAGO, IL 60610 , and whose

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

SEVENTY PIVE THOUSAND ONE HUNDRED AND NO/100

Doffers (U.S. \$ 75,100.00

This debt is evidenced by Borrower's note dated the same (at) as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2004 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 coverants 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 Illinois:

SEE ATTACHED

1st AMERICAN TITLE order # C. 05878 &

P.I.N.#: 14332000151019

which has the address of

2336 N COMMONNEALTH #207 **(Street)** 

CHICAGO (Civi

Illinois 60614

(Zip Code) ('Property Address'):

ILLUNOIS-Single Family-Fannie Mag/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90 1041 1/95 page 1 of 7

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

BORROWER COVENANTS that Borrower is launuly 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 oil claims and demands, subject **to a**m 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 occurring rest property.

LINUFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payinant of Principal and Interest: Frepayment and Late Charges. Sommer shall promptly pay when due the printipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Punits for This send insurance. Subject to applicable law or to a written waiver by Lunder, Electoner shall pay to Lender on the Lary monthly payments are due under the Note, until the Note is naid in hill a sum ("Runds") for: (a) yearly tages and assess to ruts which may attain priority over this Security Instrument as a lien on the Property; (b) weally basefiold payments or ground rents on the Property, if any; (c) yearly hazard or property freurance premiums; (d) yearly fixed insurance premiums, if any, (e) yearly mortgage insurance pramimums, if any; and (f) any sums payable by Eprower to Lender, in accordance with the provisions of paragraph 8, in the payment of mortoson insurance premiums. These items are called "Escrou items." Lander may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for federally related mortgage been may require for Borrower's escrow account under the federal Real Eshab Settlement Procedures Act of 1974 as amended from time to time. 12 U.S.C. Section 2001 et seç. ("RESPA"), unlies souther law that applies to the Funds sets a lesser amount. If so, Lander may, at any time, collect and hold Funds in an amount must be exceed the lesser amount. Lander may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escraw Hums or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits de insured by a faderal agency, instrumentally, or entity (including Lander, if Lander is such an institution) or in any Ferral Home Loan Barts. Lander shall apply the Funds to pay the Estrow Items. Lander may not charge Borrower for Linking and applying the Funds, annually analyzing the escrow account, or verifying the Escrow James, unless Lender pays Barrower interest on the Funds and audicable law permits Lander to make such a charge. However, Lender may require Eprower to pay a one-time charge for independent real estate tax reporting service used by Lender in connector with this loan, unless applicable tax provides otherwise. Unless an agreement is made or applicable have required integet to be paid. Lander shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lander may agree in writing, however, that interest stick be paid on the Funds. Lender shall give to Schower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to im Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Borrows for the excess Funds in accordance was the Escrow Items where held by Lander at any tire is not sufficient to pay the Escrow Items where the amount necessary to make up the uniting and, in such case Borrows shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion shall properly in the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The more than the sum of acquisition and the time of acquisition and the time of acquisition and the time of acquisition. If the Funds hold by Lander exceed the amounts permitted to be held by applicable law, which shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the agreet of the Funds hald by Landar at any tire is not sufficient to pay the Escrow Items when due, Lander may so ratify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower

Aligon payment in fall of all sums secured by this Security Instrument, Lander shall promptly refund to Borrower any Funds tiefs by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition on side 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.

 Application of Payments. Unless applicable law provides otherwise, all payments received by Lander 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; forth, to principal due; and last, to any late charges due under the Note.

PAGE 05

312-494-0062 2004/007 JNOFFICIAL COPY (87) 13 (97) II (1996)

PIEST AMERICAN TITLE INSURANCE COMPANY 30 Korth La fallo, Auto 200, Chicago, IL 60602

> ALTA Complement Schodule C

711e Mo.: C105878

LEGAL DESCRIPTION:

unit 207 im the 2336 morth communicalth componentum as delineated on a Survey of the following described real estate:

THE SOUTH 5 THAT OF LOP 4, ALL OF LOT 5 AND THE NORTH 20 FEET OF LOT 6 IN BLOCK 2 IN PETE ORD TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 /A CANAL TRUSTESS SUBDIVISION IN SECTION 33. TORKSHIP 40 Morth. Range 14. East of the third principal Meridian. In cook county. ILLINOIS:

which survey is aspected as exhibit 'd' to the declaration of compositivity Oct County Clert's Office recorded as document 260/63/35; together with its undivided percentage INTEREST IN THE COLOUN BLEADYS.

Property of Cook County Clark's Office

J. 1902736

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.

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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 eatisfy 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 unsure? "gainst loss by fire, hazards included within the term "extended coverage" and any other hazards, including thoors or flooding, for which the 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 Lember's approval which shall not by unreasonably withheld. If Borrower fails to maintain coverage described above, Lember 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 a ake proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise ager in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is not 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 Leitz, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of 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 epolitation of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph; 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 damages 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.

Lesscholds. Borrower shall occupy, establish, and use the Property as Borrower's prinapyl residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in Triing, which consent shall not be unreasonably withheld, or unless entenuating circumstances exist which are beyond consent's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or countril waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civit or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's 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 loan application process, gave materially talse 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 observably of the Property and principal relations. If this Security Instrument is on a legisliciti, 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 warper in uniting.

7. Projection of Lander's Rights in the Property. It Somewar tails to perform the covenants and agreements contained in this Socurity testrament, or there is a legal proceeding that may significantly affect Lander's rights in the Property furch as proceeding in bankruptcy, probate, for condemnation or forteinure or to enforce laws or regulations), the Lander may do and pay for whatever is necessary to protect the value of the Property and Lander's rights in the Property. Lander's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atterneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph?, Lender does not have to do so.

Any encurs distanced by Lender under this paragraph if shall become additional date of Surrower setured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall been interest from the date of distancement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower/requesting payment.

- Hortgage towarded. If Lander 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. It, for any reason, the mortgage insurance coverage required by Lander lapses or causes to be in effect, Borrower shall pay the premiums required or obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent coverage insurance previously in effect, from an elemente mortgage insurance approved by Lander. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lander each month a sum equal to one-treath of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or caused to be in effect, Lender will accept, use and rotain these payments as a local evenue in lieu of mortgage insurance. Losa reserve payments may no langer be required, at the option of Lander, if mortgage insurance coverage (in the amount and for the period that Lander required by an insuran approved by Lander again becomes available and is obtained. Borrower shall pay the premiums required to maintain his/syge insurance in effect, or to provide a losa reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lander or applicable law.
- the impaction. Lender or its agent may make reasonable upon and inspections of the Property. Lender shall give Egyrower 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 demages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or his conveyance in lieu of condemnation, are hereby assigned and shall be paid to the lander.

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 shall be reduced by the amount of the proceeds emittinged by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to Sentener. In the event of a partial taking of the Property immediately before the taking. Any balance shall be paid to Sentener. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and warfer otherwise agree in writing or unless applicable tax otherwise provides, the process shall be applied to the sums secured this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or it, 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, all its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not than due.

Unless Lander and Borrower offenuise agree in writing, any application of proceeds to principal shall not extend or postpone due date of the monthly payments relieved to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbestance By Lender Not A Waiver. Extension of the time for payment of 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

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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-alguers. 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 is by making a direct payment to Borrower. It 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 Borrow's provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable tax requires use of another method. The notice shall be directed to the Property Address or any other address Bo row's designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated in rein 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 I estrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event or a my provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not after 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. (i) all or any part of the Property or any interest in it 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 tuli of all sums secured by this Security Instrument. However, this option shall not be expressed by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable taw 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 judgement 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 it 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 atterneys' fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

Borrower's obligation to pay the sums secured by the Security Instrument shall continue unchanged: Upon reinstallment by Burrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no accompanies had occurred. However, this right to reinstate shall not apply in the case of association under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or 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 (insure as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Rote. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above end applicable law. The notice will state the name and address of the new Loan Servicer and 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 also to do, anything effecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the preceding two sentences shall not apply to the preceding two sentences that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardors Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, berosene, other flammable or toxic perfoleum products, toxic pesticides and herbicries, volable solvents, materials containing asbestos or formaldelyde, and radioactive materials. As used in paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to match, safety or environmental protection.

NON-LINIFORM COVENANTS. Betrower and Lender further covenant and agree as follows:

- Engineer's breach of any coverant or agreement in this Security Instrument (but not prior to acceleration following thorqueer's breach of any coverant or agreement in this Security Instrument (but not prior to acceleration under purigraph 17 unless applicable to provides otherwise). It notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the default on or before the date specified in the notice may result in acceleration of the sums accurately by this Security Instrument, breathquise by Aziletal proceeding and sale of the Property. The notice shall before inform Berrower of the right to relimitate after acceleration and the right to assert in the breathquee. If the default is non-existence of a default or any other defense of Berrower to acceleration and three-baurs. If the default is non-existence of the resonant to date appetited in the notice, Lander at its option may require immediate payment in full of all summanded by this Security Instrument without further demand and may forectors this Security instrument by judicial proceeding. Lander shall be emitted to collect all expenses incurred to pursuity the remediate provided in this passgraph 21, including, but not limited to reasonable atturneys' tess and onto a cultimate.
- 22. Retreate. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Winter of Homestead. Borrower waives all right of homestead exemption in the Property.
- QA. 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))	•
Graduated Payment Rider Plan  x Balloon Rider Rate	lominium Rider ned Unit Development Rider Improvement Rider Second Home Rider (s) [specify]
Instrument and in any rider(s) executed by Borro Witnesses:	rees to the terms and covenants contained in this Security wer and recorded with it.  Seal) Onower  -Borrower
	Seal) (Seal) errower -Borrower
	OZ
	Seal) (Seal)
<b>-8</b>	-Borrower
STATE OF ILLINOIS, Cache  I, the uncline of the disast romanelli, an unmarried in	7
subscribed to the foregoing instrument, appeared	, personally known to me to be the same person(s) whose name(s) before me this day in person, and acknowle tged that
signed and delivered the said instrument as therein set forth.	free and voluntary act, for the uses and purposes
Given under my hand and official seal, this	3cm day of May , 1997.
My Commission Expires:	Mich
14.0 Te.	Notary Public
MAIL TO THIS INSTRUMENT WAS PREPARED BY:	WHEN RECORDED RETURN TO:
KENNETH KORANDA	MIDAMERICA FEDERAL SAVINGS BANK
1901 S. WASHINGTON ST. NAPERVILLE, IL 60566	1112 S. WASHINGTON ST. NAPERVILLE, IL 60540
	9-39273(

My Commission (1)

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Property of Cook County Clerk's Office

### -{Space Above This Line For Recording Oata} CONDOMINIUM RIDER

THIS CONDOMINULA RIDER is made this 30TH day of MAY . 1997, and is incorporated into end 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

(the "Lender")

of the same date and covering the Pionetty described in the Security Instrument and located at: 2336 N COMMUNICATH #207, CHICAGO, IL 60614

[Property Address]

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

[Name of Contaminium Project]

(the "Condominium Project"). If the comers association or other entity which acts for the Condominium Project (the "Owners Association") holds title to properly 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 end agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Benower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Constituent 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 for the Constituent Documents.
- B. Hazard insurance. So long as the Owners Association maintains, with a generally excepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lenzer 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-twetth 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 tieu 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.

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae / Freddie Mac UNIFORM INSTRUMENT

1040 1/85 Fees 1 of 2

- O. Condemnation. The proceeds of any award or claim for demages, 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. Lander's Prior Coment. Sorrciver shall not, except after notice to Lander and with Lender's prior written consent, either partition or subdivide the Property or consent to:
  - (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent dumain;
  - (i) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender.
  - (ii) termination of professional management and assumption of self-management of the Owners. Association:
  - (ii) any action which volute have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lander.
- F. Remedits, if Barrower does not pay condominium dues and assessments when due, the Lender may pay them. Any emounts disbursed by Lender and it this paragraph F shall become additional dait of Borrower secured by the Separity instrument. Unless Barrower and Lender agree to other terms of payment, thuse 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.

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

Seed - Borrower - Borrower

#### Space Above this Line for Recording Data

#### BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is mare this 30th day of May .1997, and is incorporated into and shall be assemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") (if the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to PRISM PROPERAGE COMPANY (the "Lender") of the same date and covering the property destrived in the Security Instrument and located at: 2336 N COMMONWEALTH #207, Chicago, IL 60614

(Property Address)

The interest rate stated on the Note is called the "Note Isse." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and excements in the Security Instrument, Barrower and Lender further covenant and egree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

#### 1. CONDITIONAL RIGHT TO REFINANCE

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be surrent in my morthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than five percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

•	CALC	ATING	THE NEV	I NATE	DATE
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The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required not yield for SO-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one BALLE (neuroled to the mearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required not yield shall be the applicable not yield in effect on the date and time of day that the Note Holder receives natice of my election to exercise the Conditional Refinancing Option. If this required not yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Flate as calculated in Section 3 above is not greater than five percentage points above the Note Flate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accound but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Year. Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is tally paid.

#### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Hister will now, we at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accound but unpaid interest, and all other sums I are expected to one on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and activess of the person representing the Rate Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by reptifying the Note Holder no later than 45 of Section 2 above, I may exercise the Conditional Refinancing Option by reptifying the Note Holder no later than 45 of Section 2 above, I may exercise the Conditional Refinancing Option by reptifying the Note Holder no later than 45 of Section 2 above, I may exercise the Conditional Refinancing Option by refitting the Note Holder will calculate the fixed the Note Rate Note Rate and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and properly lien status. Before the Maturity Dr to the Note Holder will active me of the new interest rate (the Note Rate), new monthly payment amount and a circ, time and place at which I must appear to sign any documents dequired to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing the and the costs associated with updating the title insurar or policy, if any.

BY SIGNING BELOW, BUT	rower accepts and agrees to the	terms and covenants contained	in this Balloon
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Sud Demeul	CE- (Seal)	4	(Seat
LISA J BOURNELLE	Boxoses	30	Bostower
	(Seat)	$O_{x_{*}}$	(Sea)
	Borrower		Воложег

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