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WHEN RECORDED MAIL TO

. PROVIDENT MORTGAGE CORP. 1512 ARTAIUS PKWY, STE 101 LIBERTYVILLE, IL. 60048

Loan Number: 1957669

DEFINAL RELOADING

T\$10000 TRAN 1517 03/03/98

\$0397 \$ CG *-98-1

TOOK COUNTY RECORDER

ASPACE ABOVE THIS LINE FOR RECORDING DATA!

MORTGAGE

THIS MOP NIAGE ("Security Instrument") is given on February 20, 1998 The mongagor is PATRICK G. KING and BETH E. KING, HUSBAND AND WIFE

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

PROVIDENT MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS 1512 ARTAIUS PARKWAY, SUITE P.J., LIBERTYVILLE, ILLINOIS 60048

, and whose address is

("Lender"). Horrower owes Lender the principal sum of TWO HUNDRED TEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100

210, 250, 00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S.S. this Security Instrument ("Note"), which provides to, monthly payments, with the full debt, it not paid earlier, due and payable on March 1, 2028. This Security Instrument secures to Lender, (a) the repayment of the debt evidenced by the Nove, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other simal 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 properly located in COOK

County, Illinois: UNIT 1847E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1847-1849 NORTH HALSTED CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 27311483, AS AMENDED, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 14-33-300-111-1001, VOLUME 495

which has the address of

1847 N. HALSTED ST. UNIT E

CHICAGO

Himote

60514

("Property Address");

17.ip Code1

HAANOIS-Single Family -Funnie Mue/Freddle Muc UNIFORM INSTRUMENT

Form 3014 9/90

Schwart (TEM 1876 /9012)

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Variations by undiction to constitute a uniform security instrument covering real property. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Rose Property of the Control of the Cont UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

I. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall prosent the debt evidenced by the Note and any Drepayment and late charges due under the P

of and interest on the debt evidenced by the Note and any prepayment and late Charges. Borrower shall pront and late charges due under the state of Interest on the debt evidenced by the Note and any prepayment and late charges due under the note is paid in full, a sum Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum which may attain priority over this Security Instrument as a lien on the Property: Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum of a property, if any; (c) yearly hazard or property insurance premiums; (d) yearly hazard. and assessments which may attain priority over this Security Instrument as a lien on the Property, if any; (e) yearly hazard or property insurance premiums, if any; and (f) any sums payable by Borrower to Lei or ground rents on the Property, if any: (c) yearly hazard or property insurance premiums; (d) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lei items any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount amou Provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items related mortgage ioan may require for Borrower's escrow account under the federal Real Estate Sen Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lender lender to exceed the lender lender

lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser of exmendinces. lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount accordance with applicable law. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentalism, institution or in any Federal Home Loan Bank. Lender shall apply the Full shall shall shall apply the Full shall sh The Funds shall be field in an institution whose deposits are insured by a federal agency, instrumental the funds, annually analyzing the Funds, annually analyzing the escrow Tender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds and applicable law permits Lender to

Thems. Lender may not charge florrower for holding and applying the Funds, annually analyzing the escrow However, Lender pays Borrower interest on the Funds and applicable law permits Lender to charge for an independent real estate lax report However, Lender pays Borrower interest on the Funds and applicable law permits Lender to Day a one-time charge for an independent real estate tax reports to the provider of t However, Lender may require Borrower pay a one-time charge for an independent real estate tax report in the pay Borrower any interest or earnings on the Fun Ender in connection with this loan, unless prolicable law provides otherwise. Unless an agreement is made to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower. Lender may agree in writing, however, that interest shall not be paid on the Funds. Lender shall give to Borrower, which each debit to the Funds and the purpose for which each debit to the state of the funds. Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, which each debit to the funds and the purpose for which each debit to the funds. If the Funds are pledged as additional accurity for all show security lastrument.

Excess Funds in accordance with the amounts permitted to be held by applicable law, Lender shall account of the Funds held by Lender shall account to the Funds held by Lender shall account to the shall account to the funds held by Lender sha

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to pay the Escrow liems when due. Lender may so noticy parrower in writing, and, in such case is excess Funds in accordance with the requirements of applicable faw. If the amount of the Funds held by Lender the amount necessary to make up the deficiency. Borrower in writing, and, in such case is the supplication of the funds held by Lender to the deficiency in no more of sufficient to pay the Escrow Items when due, Lender may so notify parrower in writing, and, in such case E and the deficiency in no more hly payments, at Lender's sole discretion.

Non payment in full of all sums secured by this Security Instrument, Lender shall acquire or sell the Property, Lender brior to the acquisition or on payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower at the time of acquisition or sale as a creat mainst the sums secure.

V. Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale as a create present the sums security. Instrument.

Spikestion of Payments, Unless applicable law provides otherwise, all payments received by Lender under parage under the Note; second, to amounts payable under parage under parage. Patriciation of Payments, Unless applicable law provides otherwise, all payments received by Lender under parages due under the Note; second, to amounts payable under parages for the note. Reference due; fourth, to principal due; and last, to any late charges due under the note.

Ittain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay Ittain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to

attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Lender receipts evidencing the payments. shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees acceptable to Lender; (b) contests in good faith the lie shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees the lien in, legal proceedings which in the Lender; (b) contests in good faith the lien in against enforcement of the lien in a manner acceptable to Lender; (b) contests in good faith the lien in the lien an agreement satisfactory to Lender subordinating the lien to against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the lien an agreement satisfactory to Lender subordinating the lien to property is subject to a lien which may attain priority over the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien an agreement satisfactory to Lender subordinating the lien and subject to a lien which may attain priority over shall satisfy the lien or take one or

ment, Lender determines that any part of the Property is subject to a lien which may attain priority over shall satisfy the lien or take one or roperty insurance. Borrower shall keep the improvements now existing or hereafter erected on the Pronerry

requires. The insurance carrier providing the insurance shall be chosen by Horrower 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 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 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 earrier 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 2.62 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 acquirement shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquirement.

- 6. Occupancy, Preservation, Maintenance and 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, unless Lender otherwise agrees in scritting, which consent shall not be unreasonably withheld, or unless externating circumstances exist which are beyond Borrover'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 forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's prod faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. 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 false or maccurate information or stateries, to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the teasehold 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 Borrower fails to pertory, the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), they Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying leasonable 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 Doriover secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage insurance, If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in fleu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9, Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
 - 10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages)

condemnation or other taking of any part of the Property, or for conveyance in tieu 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 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, 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 Porrewer otherwise agree in writing, any application of proceeds to principal shall not extend or postpone whee due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released: Porbearance by Lender Not a Walver. 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 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 (h) any sums already collected from Borrower which exceeded permitted limit, will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the 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, required 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of:(a) 5 days (or such other period as applicable law may

specify for reinstatement) before sale of the Property pursuant to any power or sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument, and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration had occurred. However, this right to rejustate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer, The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph. 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Sanstances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances of or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantifies of Hazardous Substances that are generally recognized to be appropriate to normal residential

uses and to maintenance of the Traperty.

Borrower shall promptly give render written notice of any investigation, claim, demand, lawsuit or other action by any to governmental or regulatory agency of 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 Ha arrows Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with anvironmental Law.

As used in this paragraph 20, "Hazardou. Substances" are those substances defined as toxic or hazardous substances by 🕰 Environmental Law and the following substancer: jasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in N this paragraph 20, "Environmental Law" means federal instrand laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Horrower 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 thust 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, buy not limited to, attorneys' fees and costs of title endence.

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 recordation costs.

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

Security Instrument, the covenants and agr	t. If one or more riders are executed by incompore the ements of each such rider shall be incorpored instrument as if the rider(s) were a part of this	ated into and shall amend and supplement	
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider	
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider	
Balloon Rider	Rate Improvement Rider	Second Home Rider	
Other(s) [specify] FIXED,	ADJUSTABLE RATE RIDER		
BY SIGNING BELOW, Borrower acce any rider(s) executed by Parrower and record Witnesses:	pts and agrees to the terms and covenants co ed with it.	ontained in this Security Instrument and in	
	_ Sotub 1	1(Seal)	
9	PATRICK G. KING	-Borrower	
C	7204119	. V M	
	BETR E. KING	-Borrower	
	4		
	County , a Notai KING and BETH E. KING, DUCK (sonally known to me to be the same person(s))	banchand for said county and state.	
subscribed to the foregoing instrument, appear	ed before me this day in person, and acknowled		
and delivered the said instrument as	free and voluntary a	ict, for the uses and purposes therein set	
forth.		O_{Sc}	
Given under my hand and official sea	1, this ANA day of All	mary, 1908	
My Commission expires: "OFFICIAL SHELGANDA (Notary Public, Sta My Commission E)	SEAL CO	Notary Public	
This instrument was prepared by	***************************************		
SUZANNE NEWBERG			
(Name) 1512 ARTAIUS PARKWAY, SUI'	FE 101		
(Address)			
LIBERTYVILLE, TLLINOIS 60	0048		

CONDOMINIUM RIDER

Loan Number : 7957669

THIS CONDOMINIUM RIDER is made this 20th day of February 1998 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

PROVIDENT MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1847 N. HALSTED ST., UNIT E, CHICAGO, ILLINOIS 60614

[Property Address]

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

1847-49 NORTH PALSTED CONDOMINIUM

(Name of Condominum Project)

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

CONDOMINIUM COVENANTS. In Addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further coveraint 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 Condominiu a Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the period, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage." then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard i surface 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.

MULTISTATE CONDOMINIUM RIDER-Single Family-Famile Mac/Freddle Mac UNIFORM INSTRUMENT Form 3140 9/90

- 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 by 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) tempination 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 Bostower 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 Decrease requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

(Seal)

PATRICK G KING

(Seal)

Form 3140 9/90

FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

Loan Number : 7957669

THIS FIXED/ADJUSTABLE RATE RIDER is made this

20th

day of

, and is incorporated into and shall be deemed to amend and supplement February 1998 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 Fixed/Adjustable Rate Note (the "Note") to PROVIDENT MORTGAGE CORPORATION

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

1947 N. HALSTED ST., UNIT E, CHICAGO, ILLINOIS 60614

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

ADJUSTABLE RATE AND MOMPHLY PAYMENT CHANGES

The Note provides for an initial fixed laterest rate of 6.750 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

(B) The Index

Beginning with the first Change Date, my adjustable interest rate win ce 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Change

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 3/4

2.750 %) to the Current Index. The Note Holder will then round the result of this percentage points (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.

MULTISTATE FIXEIMADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX - Single Family -

Fannie Mae Uniform Instrument

Form 3182 5/94 CAREATLAND (1) To Order Call - T-800-530-9393 (1) Pag 816-791-1131

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(Page 1 of 3 pages)

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.750 % or less than 2.750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.750 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST PATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF (TH): SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a berificial 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 the option, Lender shall give Borrow a notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or 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.

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if:

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Fixed/Adjustable Rate Rider.

PATRICK G KING	(Seal) Borrower Bi	FH E. KING	(Scal
0,0	(Scal)		(Scal
	(Seal)		·Borrower
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