

After Recording Mail To:  
Kraft Foods Federal Credit Union  
777 Westchester Avenue  
Suite 101  
White Plains, NY 10604-3528

# UNOFFICIAL COPY

**BOX 260**

**98240903**

SEARCHED

\$15.00

749-00 TRAK 1576 08/07/98 10:37:06  
40-44 FRC # 984-240903  
207-0047-520000

Prepared by *1091051 1/2*  
Garr & DeMaertelaere  
50 Turner Avenue  
Elk Grove Village, IL 60007

[Space Above This Line For Recording Data]

## MORTGAGE

(D)

THIS MORTGAGE ("Security Instrument") is given on **March 11, 1998**. The mortgagor is **Gregory S. Waitley and Gretchen M. Vorlop n/k/a Gretchen M. Waitley**

("Borrower"). This Security Instrument is given to Kraft Foods Federal Credit Union, its successors and/or assigns, as their interests may appear

which is organized and existing under the laws of **New York**, and whose address is **777 Westchester Avenue, Suite 101, White Plains, NY 10604-3528**. Borrower owes Lender the principal sum of **One Hundred Seventy Thousand ----- Dollars (U.S. \$ 170,000.00)**.

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **April 1, 2028**. 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:

**98240903**

See Attached

**ATGF, INC**

**14-2C-401-036-0000**

which has the address of **1151-J W. Eddy Street, Chicago** **(Street, City)**  
**Illinois 60657** **(Zip Code)** ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90

VMP -2006(IL) 09408

Amended 5/91

VERMONT MORTGAGE FORMS 000062177201

Printed on Recycled Paper Page 1 of 6 Indexes





# UNOFFICIAL COPY

in 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.

**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 writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or 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 inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

# UNOFFICIAL COPY

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 lieu 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 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, forgive 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.

**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

# UNOFFICIAL COPY

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, 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay 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 if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects 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 Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law 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.

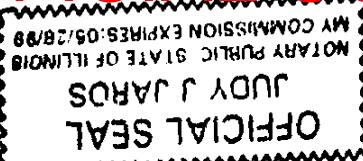
## NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**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

98240903

# UNOFFICIAL COPY

Form 301A 9/90



Page 6 of 6

Given under my hand and official seal this 11th day of March 1998  
signed and delivered the said instrument as check free and voluntary act, for the uses and purposes herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I the Y,  
personally known to me to be the same persons whose name(s)

My Commission Expires 5/28/98

the Geegory S. Waitley and Gretchen M. Vorlop n/k/a Gretchen,  
a No. 95-2244-A, and County ss:  
I, Geegory S. Waitley, do hereby certify

that Waitley, Gretchen M. Vorlop and Geegory S. Waitley do hereby certify  
as follows: Waitley and Gretchen M. Vorlop do hereby certify

Waitley, Gretchen M. Vorlop and Geegory S. Waitley do hereby certify  
as follows: Waitley and Gretchen M. Vorlop do hereby certify

Waitley, Gretchen M. Vorlop and Geegory S. Waitley do hereby certify  
as follows: Waitley and Gretchen M. Vorlop do hereby certify

in my ridder, executed by Borrower and recorded with the  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
Witnesses

98240903

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the two documents and agreements of each such rider shall be incorporated into and shall amend and supplement  
the agreements and agreements set forth in this Security Instrument as if the ride(s) were a part of this Security Instrument.
- Adjustable Rate Rider       Commodity Rider  
 Fixed Payment Rider       Planed Unit Devotion Rider  
 Biweekly Payment Rider       Rate Improvement Rider  
 Second Home Rider       Other(s) [Specify]

23. Waiver of Homestead. Borrower waives all right of homestead and exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs  
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
21. Indemnity, but not limited to, reasonable attorney's fees and costs of title evidence.  
provided 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  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
non-existent or a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on  
the return Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Instrument, foreclosure by judicial proceeding shall be of the Property. The notice shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

# UNOFFICIAL COPY

## LEGAL DESCRIPTION RIDER

SEE ATTACHED LEGAL RIDER P.I.N.06-24-202-030-1313

UNIT 20-121-22-2991 IN TOWNE PLACE WEST CONDOMINIUM,  
SCHAUMBURG, ILLINOIS AS DELINEATED ON A SURVEY OF THE FOLLOWING  
DESCRIBED REAL ESTATE:

TOWNE PLACE UNIT 7, BEING A SUBDIVISION OF PART OF THE EAST 1/2  
OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF  
CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF  
DEEDS OF COOK COUNTY, ILLINOIS ON MAY 15, 1991 AS DOCUMENT  
NUMBER 91-233,253, TOGETHER WITH A PERCENTAGE OF THE COMMON  
ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID  
DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE  
SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH THE AMENDED  
DECLARATIONS AS SAME ARE FILED OF RECORD.

PERMANENT INDEX NUMBER: 06-24-202-030-1313

98240906

# UNOFFICIAL COPY

## ADJUSTABLE RATE RIDER

(a year Treasury Index - rate caps)

This Adjustable Rate Rider is made this 11th day of March, 1990, 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 Kraft Foods Federal Credit Union, its successors and/or its assigns, (the "Lender") of the same date and covering the property described in the Security instrument and located at:

(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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security instrument, borrower and lender further covenant and agree as follows:

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6 %. The Note provides for changes in the adjustable 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 April, 1990, and on that day every 6th month thereafter. Each date on which my interest rate could change is called the "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 5 years, 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.

98240903

# UNOFFICIAL COPY

## (C) Calculation of Change

Before each Change date, the Note Holder will calculate my new interest rate by adding two and three-quarter percentage point(s) (2.75%) to the current index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (.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 Change

The interest rate I am required to pay at the first change date will not be greater than 10% or less than 4%. 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 16%, which is called the "Maximum rate."

## (E) Effective Date of Change

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 any changes in my adjustable interest rate and the amount of 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 any question I may have regarding the notice.

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

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.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

98240903

# UNOFFICIAL COPY

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 the Adjustable Rate Rider.

WITNESS

WITNESS

Debbi S. Whitley

(Seal) *Debbi S. Whitley*

Gretchen M. Vorlop

(Seal) *Gretchen M. Vorlop*

N/R/K/A Gretchen M. Whitley

98240903

# UNOFFICIAL COPY

## Legal Description

### Parcel 1

(Unit E-10) That part of Lots 1 to 3 and the East 9 feet of Lot 4, taken as a tract in Block 3 in Ernest J. Lehman's Subdivision of Lot 4 in Assessor's Division of the Northwest Quarter of the Southeast Quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian (except railroad right of way) described as follows: Commencing at the Southwest corner of said tract, thence South 89 degrees 58 minutes 09 seconds East along the South line of said tract for a distance of 32.50 feet, thence North 00 degrees 01 minutes 55 seconds West 10.37 feet, thence North 21 degrees 20 minutes 00 seconds East 02.63 feet to the point of beginning, thence continue North 21 degrees 20 minutes 00 seconds East 20.58 feet, thence South 68 degrees 45 minutes 47 seconds East 27.56 feet to the Southeasterly line of said tract, thence Southwesterly along said Southeasterly line an arc distance of 20.58 feet to a point in a line being South 68 degrees 45 minutes 47 seconds east 27.79 feet from the point of beginning, thence North 68 degrees 45 minutes 47 seconds West along said line 27.79 feet to the point of beginning in Cook County, Illinois.

### Parcel 2:

Perpetual non-exclusive easement for the benefit of Parcel 1 as created by Easement Agreement dated November 22, 1993 and recorded December 13, 1993 as Document Number W3017451 for Pedestrian and Vehicular Ingress and Egress over and upon the following described property:

Vacated alley lying East of and adjoining Lots 1 and 2 in Block 3 in Ernest J. Lehman's Subdivision of Lot 4 in Assessor's Division of the Northwest Quarter of the Southeast Quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian (except railroad right-of-way), in Cook County, Illinois.

Commonly known as: 1151-J West Eddy Street, Chicago, Illinois.

98240903