98265989

WHEN RECORDED MAIL TO

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

Loan Number : 4415176

- DEFT-OF REGURDING

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CHOR COUNTY RECORDER

--{SPACE ABOVE THIS LINE FOR RECORDING DATA}

MORTGAGE

THIS MORTGACE ("Security Instrument") is given on March 20, 1998.

The mortgagor is STEPHONIE M. KLEIN, SINGLE NEVER MARRIED

("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 101, LIMPATYVILLE, ILLINOIS 60048

, and whose address is

"Le ider"). Hotrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100

Dollars (U.S.\$ 120,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly varients, 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, win interest, and all renewals, extensions and modifications of the Note: (b) the payment of all other sums, walk 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 tender the following described property located in

County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

PERMANENT INDEX NUMBER: 17-03-109-033-1027

which has the address of

1255 N. STATE PRWY., UNIT SD CHICAGO [City]

Illinois

COOK

60610

("Property Address");

[Zip Code]

ILLINOIS-Single Femily - Family Mine/Freddle Mine UNIFORM INSTRUMENT

Point 3014 930

REastorn Software them 1875 (9012)

(page 1 of 6 pages)

BOX 333-CTI

3822559KH

TOGETHER WITH all the improvements now or hereafter creeted on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. 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 betrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any 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 covering real property.

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

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

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Berrewer to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow iteras." Lender may, at any time, conect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Berrower's escrow account under the federal Real Estate Settlement Procedures Acc of 1974 as amended from time to time, 12 U.S.C. § 2601 et sect. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrew Items or otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits and insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay this escapsitions. Lender may not charge Borrower for holoin, and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be praid on the Funds. Lender shall give to Borrower, without charge, an animal accounting of the Funds showing chedits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional recurity for all sums occurred by this Security Instrument.

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

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received of 1 order under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due; under the Note; second, to amounts payable under paragraph 2: third, to interest due; fourth, to principal due; and last, to any later charges due under the note.

4; Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributed to the Property which may attain priority over this Security Instrument, and leasthold 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 based payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender receipts evidencing the payments.

orrower shall promptly discharge any lien which has printity 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 the defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the critisatement 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 printity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of posice.

5. Huxard or Property Insurance. Botrower 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

Form 30H4 9/90 (page 2 of 6 pages)

LEGAL DESCRIPTION

UNIT NUMBER 5D IN THE 1255 NORTH STATE PARKWAY CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

LOT 6 IN BLOCK 5 IN STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, IN THE NORTH WEST FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL PURIDIAN, ALSO THE NORTH 50 FEET OF THE HEST 150 FEET OF LOT 11 IN ASTOR'S ADDITION TO CHICAGO IN THE NORTH WEST FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY 15 ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1974 AND KNOWN AS TRUST NUMBER 64227, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23825048, AS AMENDED BY FIRST MENDMENT TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24189351, TOGETHER WITH 175 UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PERMAN ENT INDEX NUMBER: 17-03-109-033-1027

Property of Cook County Clerk's Office

98265989

UNOFFICIAL COPY

requires. The insurance carrier providing the insurance shall be chosen by Horrower subject to Lender's approval which shall not be unreasonably withheld. If Horrower feits 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 shave the right to hold the policies and renewals. If Lender requires, horrower shall promptly give to Lender all receipts of paid spremiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the historine earrier and Lender, Lender may make proof of loss if not toade promptly by Borrower.

Unless Lender and flor ower 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 way 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 an? norrower 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 acquire, 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, Mai agrange and Protection of the Property; Burrower's Loan Application; Lenscholds, 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 Horrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in graing, which consent shall not be unreasonably withheld, or unless extensiting 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 of otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Horrower 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. Horrower 8.00% also be in default if Borrower, during the loan application process, gave materially fidge or inaccurate information or statement. A 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 orienants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights is 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 lave to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrown, secred by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear inpurest 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 tapsed 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 -- Fannic Mac/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 fleu 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 Dorrower. In the event of a partial taking of the Property in which the jair 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 Londer 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 Forrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lander is authorized to collect and apply the proceeds, at its option, other to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrow's otherwise agree in writing, any application of proceeds to principal shall not extend or posquone the due date of the monthly payments extend to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Vor'airrance by Lender Not a Waiver. Exension of the time for payment or modification of amortization of the sums secured by his 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 enercising air right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Saccessors and Assigns Bound; Joint and Severe! Hability; Co-signers. The covenants and agreements of this Security Instrument shall blind and benefit the successors and assigns of Loder and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and severa. 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 in 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 explicited 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 enceeded 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 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. Borzower'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 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 of 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 (i) 5 days (or such other period as applicable law may

specify for reinstatement) before safe of the Property pursuant a any power of safe commined in this Security Instrument; or (b) entry of a judgment emiorcing this Security Instrument. Those conditions are that Botrower: (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 metured in enforcing this Security Instrument, including, but not limited to, reasonable automoys' fees, and (d) tikes such action as Lender may reasonably tequire to assure that the lien of this Security Instrument, Lender's rights in the Property and Botrower'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 tully effective as it 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 montally 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 S hs uneers Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any travironmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quanches of Hazardous Substances that are pererally recognized to be appropriate to normal residential uses and to maintenance of the recognize.

Borrower shall promptly give leader 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 linvironmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that at y removal or other remodiation 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 10, "Hazardons Substances" are those substances defined as toxic or hazardons substances by linvironmental Law and the following substances casoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing axbests or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal law, and laws of the introduction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further governant and agree as follows:

21. Acceleration Remedies, Lender shall give notice to Borrour prior to acceleration following Horrower's breach of any covenant or agreement in this Security Instrument (but not prior to receleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the activa 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 wast 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 same secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall forther inform Horrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a sefault or any other defense of Borrower to acceleration and foreclosure, if the default is not cared on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sams secured by this Security Instrument without earlier demand and may foreclose this Security Instrument by Judicial proceeding, Lender shall be entitled to collect all expenses locarred in pursuing the remedies provided in this paragraph 24, including, buy not limited to, attorneys! fees and costs of title evidence.

22. Release. Upon payment of ab sums secured by this Security Instrument, Lender shall release this Security Instrument

without charge to Horrower. Borrower shall pay any recordation costs,

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



24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

Security Instrument, the covenants and agree the covenants and agreements of this Security I [Check applicable box(cs)]	ments of each such rider nstrument as if the rifler(s)	shall be incorporated into and shall were a part of this Security Instrument.	amend and supplement
Adjustable Rate Rider	Condomisium Ri	der [] 1/4 Family	Rider
Graduated Payment Rider	Planned Unit Des	relopment Rider Biweekly I	Payment Rider
Inloon Rider	Rate Improvemen	n Rider Second Ho	me Rider
Other(b) [specify]			
BY SIGNING BELOW, Borrower accept any rider(s) executed by Porrower and recorder		and covenants contained in this Secu	rity Instrument and in
Witnesses:	1	phone M. Clevi	(Scn1)
<i>y</i> ₀	STEPHA	Jie M. Klein	Borrower
	<u> </u>		-Borrower
	40		
STATE OF ILLINOIS, 1. The Under a commence of the control of the		a Notary Public in and for s	said com ty and state,
subscribed to the foregoing instrument, appeare	d before me this day in per	son, and acknowledged that	a. ← signed
and delivered the said instrument as	field 11	ree and volumnity act, for the uses and	purposas therein set
forth. Given under my hand and official scal My Commission expires:	this 25th	day of Advarch 199	
	, , , , , , , , , , , , , , , , , , ,		Notary Public
instrument was prepared by SUZANNE NEWBERG (Name) 2512 ADDITUG PARMINAL SHITT	E 101	"OFFICIAL SEAL" Matthe w Protrowsky Nethry Poblic, Sinc of Himos Committee between black 11, 2000	
(Address)	D48		,

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

Lonn Number : 4-15176

THIS ADJUSTABLE RATE RIDER is made this 20th day of March 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 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:

1255 N. STATE PKWY., UNIT 5D, CHICAGO, ILLINOIS 60610

(Property Address)

THE NOTE COSTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTULY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUSTUAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.625 %. The Note provides for changes in the interest rate and the monthly payments, as follows

4. INTEREST RATE AND MONTHLY PAYMES F CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of April 2001, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based no an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant motority of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as at the date 45 days before each Change Date is called the "Current Index,"

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

(C) Calculation of Changes

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

percentage poirts (2.750 %) to the Current Indea. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the mouthly 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 ADJUSTABLE RATE RIDER - ARM \$02 - Smyle bunily - Fannie Mac Freddie Mac Uniform Instrument Form 3111 3985





(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 4.625 %. 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 twelve months. My interest rate will never be greater than 12.625 %.

(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 data 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 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.

TRANSFER OF THE PROPERTY OR A BUNEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest In Borrower. If all or any part of the Property or any interest in U's 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 i amediate 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 sederal law as of the date of this Security Instrument. Lender also shall not exercise this option is:

(a) Borrower causes to be submitted to lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lander 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.

To the extent permitted by applicable law, Hender may charge a reasonable fee as a condition to Lander's consent to the loan assumption. Lend x may also require the transfered to sign an assumption agreement that is acceptable to Lender and that obligates the transferse 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.

If Lander exercises the option to require immediate paymer; in full, Lender shall give Borrower notice of acotheration. The notice shall provide a period of the less than 30 days from the date the notice is delivered or mailed within which Borrower must per 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 withour further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contarted in pages 1 and 2 of this Adjustable Rate Rider.

STEPHANIE M. KLIIN (Scal)	(Seal
STEPHANIE M. KLIIN · Bidrower	Buttewe
(Scal) -Bonower	(Scal
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	(Sign Original Only
	Form 3111 M ^a

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CONDOMINEUM RIDER

Loan Number : 4415176

THIS CONDOMINIUM RIDER is made this 20th day of March 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

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

1255 N. STATE PKWY., UNIT 5D, CHICAGO, ILLINOIS 60610

[Property Address]

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

1255 NORTH STATE PARKWAY CONDOMINIUM

(Name of Condominium Project)

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

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further cover ant 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 persuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the month y 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 in arrance 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 tapse 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/Freddie 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 Proparty or consent to:
- 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;
- any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lander;
- (iii) termination of professional management and assumption of self-management of the Owners Association; r.
- (iv) any terior which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Bor ower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts dispursed 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 priyment, 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 Do to ver requesting payment.

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

Aldrew M. Kle	(Seal)	(Scal
STEPHANIE M. KLEIN	-Horrower	Bornowe
	(Scal) -Borrower	Scal
	(Scal) -Borrower	(Scal)
		Sign Original Only)