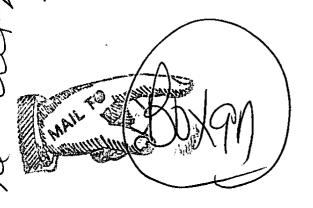
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Cook County Recorder

51.00



Acct. No.: 3990033

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#### MORTGAGE

### **ORIGINAL**

THIS MORTGAGE ("Security Instrument") is given on April 22, 1999. The mortgagor is Brian Thornton and Julie Thornton, husband and wife ("Borrower"). This Security Instrument is given to Merrill Lynch Credit Corporation and/or assigns, which is organized and existing under the laws of Delaware, and whose address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484 ("Lender"). Borrower owes Lender the principal sum of One Hundred Eighty Two Thousand and 00/100----- Dollars (U.S. \$182,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the ful (debt, if not paid earlier, due and payable on May 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the dibt evidenced by the Note, with interest, and all renewals. extensions and modifications of the Note; (b) the payment of all other jums, 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 Clort's Office located in Cook County, Illinois:

Legal description attached hereto and made apart hereof.

which has the address of 1550 North Hoyne Avenue Unit #1 A, Chicago, Illinois 60622-1808 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected 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 Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 0834u (09/21/95) PJFILMTG Illinois Mortgage

Form 3014 9/90

(page 1 of 7 pages)

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protect Lender's rights in the Property in accordance with paragraph 7.

unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

within 10 days of the giving of notice. may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If 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

Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it any. Borrower shall 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fixes and impositions attributable to the

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note: second, to amounts payable under

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

Security Instrument.

the Property, shall apply any Funds held by Lender at the time of acquisition or rale as a credit against the sums secured by this Funds held by Lender. If, under paragraph 21, Lender shall acquire or seil the Property, Lender, prior to the acquisition or sale of

Upon payment in full of all sums secured by this Security framment, Lender shall promptly refund to Borrower any

monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. 3orrower shall make up the deficiency in no more than twelve any time is not sufficient to pay the Escrow Items when due, Lander may so notify Bortower in writing, and, in such case Bortower Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at

If the Funds held by Lender exceed the a nounts permitted to be held by applicable law, Lender shall account to

made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that inferes shall be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not by required to pay Borrower any interest or earnings on the Funds. Borrower and Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law charge. However, Lender may require B brower to pay a one-time charge for an independent real estate tax reporting service used by verifying the Escrow Items, unless Leader pays Borrower interest on the Funds and applicable law permits Lender to make such a Escrow Items. Lender may not sharge Borrower for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

The Funds then held in an institution whose deposits are insured by a federal agency, instrumentality, or entity basis of current data and rescondable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. any time, collect and not bunds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the time, 12 U.S.C.@§ 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or 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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

File S1564796 - Legal Addendum

LEGAL: UNIT 1A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN

THE COMMON ELEMENTS IN 1550 N. HOYNE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 08150865, IN SECTION 6, TOWNSHIP 39

NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

COOK COUNTY, ILLINOIS.

ADDRESS: 1550 N HOYNE

CHICAGO, IL 60622

PIN: 17-06-104-030-0000

-030-00
COOK COUNTY CLOTH'S OFFICE 99437265

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.

- Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 6. 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 Londer 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 began 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 increase. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate into mation 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. It has 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 tails 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 away 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borro ver secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be 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 loar 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 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.

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Security Instrument.

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

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect which the Property is located. In the event that any provision or clause of this Security, Instrument or the Note conflicts with

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the jurisdiction in shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument

other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by

refund reduces principal, the reduction will be treated as a partial prepayment without any prep syment charge under the Note. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a permitted limit; and (b) any sums already collected from Borrower which exceeded estailted limits will be refunded to Borrower. exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, with regard to the terms of this Security Instrument or the Note without an Borrower's consent.

Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

interest. Any forbearance by Lender in exercising a 1y right or remedy shall not be a waiver of or preclude the exercise of any right or · · sums secured by this Security Instrument by cason of any demand made by the original Borrower or Borrower's successors in commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the operate to release the liability of the criginal Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of

the due date of the monthiy proments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Lender and Porrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone this Security Instrument, y/hether or not then due.

authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by

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 If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

Security Instrument whether or not the sums are then due.

otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender 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 secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any Instrument still be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security 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 In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

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

If Lender exercises this opnon, 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.
- 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. Bor over 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 actified 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, at dralioactive 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 agric as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by it is Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Borrower waives all right to homestead exemption in the Property.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument.

Form 3014 9/90 (page 6 of 7 pages)	
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Brian Thornton Arichmet , A	
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	\intersecs:
	ny rider(s) executed by Borrower and recorded with it.
he terms and covenants contained in this Security Instrument and in	BY SIGNING BELOW, Borrower accepts and agrees to the
	[ ] Other(s) [specify]
ISDIN ANNI AIGHENNA MANI I [ X ]	[ ] Construction/Per man and Loan Rider
[X] Fixed/Adjustable Rate Rider	Rider
[ ] Adjustable Rate/ Index Conversion Option Rider	[ ] Index Corversion Option / Periodic Rate Limits
, Adjustable Rate/Conversion Option Rider	[ ] Index Conversion Option Rider
[ ] Conversion Options / Periodic Rate Limits Rider	[ ] Second Home Rider
[ ] Conversion Options Rider	[ ] 1-4 Family Rider
[ ] Planned Unit Development Rider	[ ] Balloon Rider
[ X ] Condominium Rider	[ ] Adjustable Rate Rider
	Check applicable box(es)]

**UNOFFICIAL COPY** 

[Space Below This Line For Acknowledgment] STATE OF ILLINO'S STATE OF ILLINOIS COUNTY OF ( COUNTY OF )ss. )ss. I, the undersigned, a Notary Public in and I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person(s) whose for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_ known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing name(s) is/are subscribed to the foregoing instrument appeared before me this day in instrument appeared before me this day in person, and acknowledged that \_\_ person, and acknowledged that \_ sealed and delivered the said instrument sealed and delivered the said instrument free and voluntary act, for the uses and free and voluntary act, for the uses and purposes set forth including the release purposes set forth, including the release therein and waiver of the right of therein and waiver of the right of homestead. homestead. Given under my hand and official seal thi Given under my hand and official seal this \_\_\_\_\_ day of Notary Pub Notary Public Commission expires: Commission expires: "OFFICIAL SEAL" LEAH E. STEWART NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires Oct. 25, 1999 STATE \*OP \*PREMOTS \*\*\*\*\*\*\*\*\*\*\* STATE OF ILLINOIS COUNTY OF COUNTY OF I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CLRTIFY that \_ HEREBY CERTIFY that \_ personally personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in instrument appeared before me this day in person, and acknowledged that person, and acknowledged that sealed and delivered the said instrument sealed and delivered the said instrument free and voluntary act, for the uses and purposes set forth, including the release free and voluntary act, for the uses and purposes set forth, including the release therein and waiver of the right of therein and waiver of the right of homestead. homestead. Given under my hand and official seal this \_ Given under my hand and official seal this Notary Public Notary Public Commission expires: Commission expires:

#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 22nd day of April, 1999, 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 Merrill Lynch Credit Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1550 North Hoyne Avenue Unit #1 A Chicago, Illinois 60622-1808. The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 1550 North Hoyne (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.

Condomnium Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lenger further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, v hen due, all dues and assessments imposed pursuant to the Constituent Documents.
- **B.** Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provis or in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any laps and required hazard insurance coverage.

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 9/90 (Page 1 of 2)
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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) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedie. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts discursed 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 discursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment

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

	0/		(Seal)
	$\tau$	Brian Thornton	
		-Borrower	
		0,	
		4	(Seal)
		Julia Thornton	
•		-Borlower	
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#### FIXED/ADJUSTABLE RATE RIDER

LIBOR 6 Month Index (As Published in The Wall Street Journal)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 22nd day of April, 1999 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 Fixed/Adjustable Rate Note (the "Note") to Merrill Lynch Credit Corporation, a Delaware corporation, whose street address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484, (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1550 North Hoyne Avenue Unit #1 A Chicago, Illinois 60622-1808.

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS 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 coverant and agree as follows:

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.875%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

#### 4. 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 May 1, 2004, and the adjustable interest rate I will pay may change on that day every 6th 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 will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. 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. )FFICE

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ARM/LIBOR STANDARD RIDER (2/25/99) LARSTR 3990033

(page 1 of 4 pages)

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(C) Calculation of Changes

one-eighth of one percentage point (0.125%). Subject to the limits stated in section 4(D) below, this rounded points (2.00%) to the Current Index. The Note Holder will then round the result of this addition to the nearest Before each Change Date the Note Holder will calculate my new interest rate by adding two percentage

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay amount will be my new interest rate until the next Change Date.

interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly the unpaid principal that I am expected to owe at the next Change Date in full on the Maturity Date at my new

(D) Limits of Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.00% or less than

2.00%. My interest rate will never be greater than 13.00 %:

without further notice or demand on Borrower.

(E) Fifective Date of Changes

My iew interest rate will become effective on each Change Date. I will pay the amount of my new

monthly payment coluges again. monthly payment Jeginning on the first monthly payment date after the Change Date until the amount of my

(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

The notice will include the amount of my monthly payment, any information required by law to be given me and adjustable interest rate and of erg changes in my adjustable interest rate before the effective date of any change.

also the telephone number of a person who will answer any question I may have regarding the notice.

INTEREST RATE UNDER THE TERMS STATED SECTION A ABOVE, UNIFORM COVENANT IT OF 1. UNTIL BORROWER'S INITIAL (TXED INTEREST RATE CHANGES TO AN ADJUSTABLE :

B. TRANSFER OF THE PROPERT OR A. SENEFICIAL INTEREST IN BORROWER

any interest in it is sold or transferred (or if a beneficial interest in Bortower is sold or transferred and Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or THE SECURITY INSTRUMENT SHALL BE IN LEFTECT AS FOLLOWS:

Instrument. shall not be exercised by Lender if exercise is prohibited by Ederal law as of the date of the Security. require immediate payment in full of all sums secured by the Security Instrument. However, this option Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option,

the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument Borrower must pay all sums secured by the Security Instrument. If Borrower feile to pay these sums prior to shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice

(page 2 of 4 pages)

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 B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transferrof the Property or a Beneficial Interest in Borrower. If all or any part 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 the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument. Lender also shall not exercise the option if: (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 the Security Instrument is acceptable to Lender.

To be extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may 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 the Security Instrument. Borrower will continue to be obligated under the Note and the Security Instrument unless Lender releases Borrower in writing.

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

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	Воттомет
_(Seal)	Julie Thoman Borrower
	Боптомет
(Seal)	Julie Thornton
	Borrowe
(Seal)	Brian Thornton  Borrowe

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

UNIT 1A TOGETHER WITH CTS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1550 N. HOYNE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 08150865, IN SECTION 6, TOWNSHIP 39 HORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COCK COUNTY, ILLINOIS.

**MORTGAGE** 

## **UNOFFICIAL COPY**

<u>Title</u>	No.	

TO

Recorded At Request of Merrill Lynch Credit Corporation

RETURN BY MAIL TO:

Merrill Lynch Credit Corporation 4802 Deer Lake Drive East Jacksonville, Florida 32246-6484

Attention: Post Closing Department

3 SPACE 99437265 RESERVE THIS SPACE FOR USE FOR RECORDING OFFICE