

FEDERAL RESERVE BOARD OF GOVERNMENT RESERVE BANK OF CHICAGO
REGISTRATION REFERENCE NUMBER 1100112

ADJUSTABLE RATE RIDER
ARM-3
PERIODIC CAP

Loan No. 0-635326-1

THIS ADJUSTABLE RATE RIDER dated APRIL 18, 1989 changes and adds to the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") I signed this day. The Security Instrument secures my Note (the "Note") to GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION

I also signed this day and covers my property as described in the Security Instrument and located at

6892 WEST TOWNY UNIT
PALE, ILLINOIS 60648

PROPERTY OF THE BUCKLEBA OR OF Y BENEVOLENT WELFARE CORPORATION
PROPERTY ADDRESS (Property Address)

ATTENTION: THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THE NOTE LIMITS THE MINIMUM AND MAXIMUM INTEREST I MUST PAY, AND HAS THE POTENTIAL FOR NEGATIVE AMORTIZATION.

The amount of my scheduled monthly payment could be less than the amount required to pay the interest due after a rate change for that payment period. If so, the Note Holder will subtract the amount of my scheduled monthly payment from the amount of interest that I owe for that month and will add the difference to the outstanding principal balance of my loan. This occurrence is known as negative amortization. This unpaid interest is called "deferred interest". Under the Note, I must pay interest on the amount added to the principal balance at the same rate of interest. I am required to pay on the outstanding loan balance each month.

INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for changes in my interest rate and my monthly payments as follows:

Initial Interest Rate 7.700% First Interest Rate Change Date 08/01/89
Initial Monthly Payment \$267.37 Periodic Rate Change Limit 2.000 Percentage Points
First Payment Due Date 06/01/89 Payment Due Date 1ST
Maturity Date 05/01/19 First Payment Change Date 06/01/90
Minimum Rate* 2.450% Maximum Rate* 12.250%
Rate Differential 2.450
* The Minimum Rate and Maximum Rate are subject to change as provided in Section 1.7.

ALL TERMS AND CONDITIONS CONTINUED ON THE BACK OF THIS RIDER ARE PART OF THIS RIDER

SIGNATURES OF BORROWERS:
(Please sign your name exactly as it appears below)

BY SIGNING BELOW, I accept and agree to the terms and covenants in this Adjustable Rate Rider.
MICHELLE E. STEIN
Borrower

(Space Below This Line for Acknowledgement)
METHOD OF COMPLYING INTEREST RATE CHANGES
ARM-3
Periodic Cap

3788145

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UNOFFICIAL COPY CONDOMINIUM RIDER 5

Loan No. D-695326-1

THIS CONDOMINIUM RIDER is made this 19TH DAY OF APRIL, 1989 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 **GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION**

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: **6882 N TOUHY UNIT D, NILES, ILL 60648**

(Property Address)

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

BURNING BUSH 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 use, 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 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, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the 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 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 3 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in 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 action 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 9.

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;

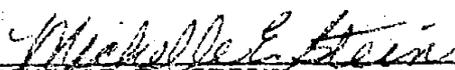
(iii) termination of professional management and assumption of self-management of the Owners Association;

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. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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



MICHELLE E. STEIN (SEAL) Borrower

(SEAL) Borrower

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0-022290-0

1878, JINHA TO YAO 10781

UNIT NO. 1000-5, TOWNHIP OWN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 4 IN CIRCUIT COURT PARTITION OF LOT 2 IN WEST AND OTHERS SUBDIVISION OF PARTS OF LOT 3 AND LOT 18 IN ASSESSORS DIVISION IN THE SOUTHWEST 1/4 OF SECTION 30, AND OF LOT 8 IN ASSESSORS DIVISION OF JANE MIRANDA RESERVE, AND OF LOT 11 OF ASSESSORS DIVISION OF THE SOUTHWEST 1/4 OF SECTION 30, ALL IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID 9.93 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 1041.51 FEET FOR A DISTANCE OF 44.67 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 4 AFORESAID, 46.07 FEET EASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 4 AFORESAID 46.07 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4 AFORESAID 9.93 FEET TO THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS.

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ALSO, THAT PART OF LOT 13 IN WEST AND OTHERS SUBDIVISION OF PARTS OF LOT 1 AND OF LOT 18 IN ASSESSORS DIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 30, AND LOT 8 IN JANE MIRANDA'S RESERVE IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF SCHOOL STREET AND THE NORTHERLY LINE OF TOUHY AVENUE, SAID POINT BEING 45.52 FEET EASTERLY AS MEASURED ON THE SOUTHERLY LINE OF LOT 4) OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF TOUHY AVENUE WHICH IS A CURVED LINE HAVING A RADIUS OF 1041.51 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TOUHY AVENUE AND THE SOUTHERLY LINE OF SCHOOL STREET; THENCE NORTHERLY 24.75 FEET ON A LINE PERPENDICULAR TO THE SOUTHERLY LINE OF SCHOOL STREET TO A POINT ON THE CENTER LINE OF SCHOOL STREET, THENCE WESTERLY ALONG THE CENTER LINE OF SCHOOL STREET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE ASSISTANT CLERK OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24644710 TOGETHER WITH ITS UNDIVIDED PRAGMATIC INTEREST IN COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

(NAME)
Borrower

(NAME)
Borrower

(NAME)
Borrower

(NAME)
Borrower

(NAME)
Borrower

(NAME)
Borrower

MICHAEL B. STEIN

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PREPARED BY AND
AFTER RECORDING MAIL TO:

WESTERN MORTGAGE CORPORATION
1001 BENTLEY RD
SUITE 1100
LANSING, MICHIGAN 48206-9513

3788145

SPACE ABOVE THIS LINE FOR RECORDERS USE

MORTGAGE

ADJUSTABLE INTEREST RATE MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 18, 1989**

MICHAEL S. STEIN, DIVORCED AND NOT SINCE REMARRIED

to **WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION**, which is organized and existing under the laws of **DELAWARE**, and whose address is

3011 CORBIN AVENUE, NORTH BETH, CA 91320 ("Lender").

Borrower owes Lender the principal sum of **THIRTY SEVEN THOUSAND FIVE HUNDRED AND 00/100** Dollars (U.S. **\$37,500.00**). 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 **MAY 1, 2019**. This Security Instrument

secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

0000
AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AND AS SCHEDULE "A".

which has the address of:

6001 WEST QUINCY UNIT D, BIRMG

City **BIRMINGHAM** (City)
Zip **35208** ("Property Address")
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and steel and all 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 seized 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 the encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with local variations by jurisdiction to constitute a uniform security instrument covering real property.

Handwritten notes in left margin:
3-23-89
L. B. Smith
1001 Bentley Rd
Lansing, MI 48206-9513

Watermark: Property County Clerk's Office

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260337

GREATER ILLINOIS
TITLE COMPANY

221 1199

101 SOUTH SHIELDS RD, SUITE 200
CHICAGO, ILLINOIS 60606
788145

OFFICIAL SEAL
LAWRENCE E. RAFFERTY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/3/91

This instrument was prepared by:
DIANN DIRMOTHER

Given under my hand and official seal, this
set forth.

signed and delivered the said instrument as
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person(s) whose name(s) is/are

do hereby certify that
MICHELLE E. STEAR, ALICIA A. DEAR, and
The Underbrings
STATE OF ILLINOIS, County of ADAMS

Instrument and in any rider(s) executed by the donor and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security
Instrument and in any rider(s) executed by the donor and recorded with it.

19. Not Uniform Covenant. Lender shall give notice to Borrower prior to acceleration of this Security Instrument
breach of any covenant or agreement in this Security Instrument that sets forth the conditions under which Lender may
accelerate (a) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt shall be paid
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the debt
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. In the event the
Lender exercises its right to accelerate the debt secured by this Security Instrument, Lender shall not be bound by the
existence of a default or any other defense of Borrower to acceleration and foreclosure. If the Lender is not cured on or
before the date specified in the notice, Lender at its option may, without further demand and any further acceleration by judicial proceeding,
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security Instrument, including
but not limited to, reasonable attorney's fees and costs of title matters.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and if not paid
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or its fully
appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
the Property including those past due. Any rents collected by Lender or the receiver shall be applied to payment of the
Borrower's debt and reasonable attorney's fees, and then to the satisfaction of the Security Instrument. Lender shall not be
liable for payment of all sums secured by this Security Instrument, including but not limited to, reasonable attorney's fees,
Lender's costs and expenses, and the costs of collection of the Security Instrument.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **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.

9. **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, 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.

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

10. **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 default made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in enforcing any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charge.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is applied, interpreted or amended so that the law or an other law charges collected under the Note 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 sum already collected from Borrower which exceeded the permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notice.** 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, whichever as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law or 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 therein 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 Reinstatement.** 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: (i) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (iv) 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 hereunder shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

STOCKS

