### CONDOMINIUM RIDER

LOAN NO. 993205417

THIS CONDOMINATION RIDER is made this **21ST** day of **FEBRUARY**, **2001**, and is incorporated into and shall by 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

PRISM MORTGAGE COMPANY

(the "Lender") of the same

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

1834 NORTH P.JDGE, #139 EVANSTON, IL 60201

[Property Adure's]

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

### GARDEN RIDGE/1

#### [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 niembers 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 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 or regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- **B.** Property 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 (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property;

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT FNMA3140 (10/00) Page 1 of 2 FORM 3140 1/01

## **UNOFFICIAL COPY**

and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property 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, whether or not then due, with the excess, if any, 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 mements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consert. 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 adandonment 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 renothing 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 Rider.	the terms and provisions contained in this Condominium
CARL A. MENNINGER -Borrower	(Seal) -Borrower
(Seal) -Borrower	

[Sign Original Only]

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Cook County Recorder

ssignment of Mortgage

Loan No.: 998205417

Date: FEBRUARY 21,

FOR VALUABLE CONSIDERATION, PRISM MOTTGAGE COMPANY.

**AN ILLINOIS CORPORATION** 

(whether one or more), hereby sells, assigns, and transfers to

FLAGSTAR BANK, F.S.B., ITS SUCCESSORS AND/OR ASSIGNS

5151 CORPORATE DRIVE, TROY, MICHIGAN 48098-2639

(whether one or more), the Assignor's Interest in the Mortgage dated, 02/21/01 CARL A. MENNINGER, AN UNMARRIED MAN

, Assignor

, Assignee executed by

10164516 as Mortgagor, to PRISM MORTGAGE COMPANY AN ILLINOIS CORPORATION Document Number as Mortgagee, and filed for record ), in the (or in Book COOK County, Office of the (County Recorder) (Registrar of Titles) of , described hereinafter as follows: **ILLINOIS** 

"SEE LEGAL ATTACHED"

TAX NO. 11-18-111-016-0000 AND 017

PRMTGASS

Page 1 of 2 pages

BOX 333-CTI

# UNOFFICIAL COPY 64517 Page 2 of 3

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

PRISM MORTGAGE COMPANY
AN ILLINOIS CORPORATION

ERIC E. PETERSON

Its: CLOSING SUPERVISOR

STATE OF

COUNTY OF

OF THE CONTRACTOR OF THE CONTR

day of FEBRUARY, 2001

, before me, a Notary

Public within and for said County, personally appeared

KRIC E. PETERSON

CLOSING SUPERVISOR

On this 21ST

Personally known to me to be the duly authorized agent of the ASS.CNOR and personally known to me to be the same person whose name is subscribed to the foregoing instrumen. preared before me this day in person and acknowledged that as such duly authorized agent of the ASSIGNOR as a free and voluntary act, and as a free and voluntary act and assignment of said ASSIGNOR, for the uses and purposes the ein set forth.

"OFFICIAL SEAL"
TRISTESSE D. ROSS
Notary Public, State of Illinois
My Commission Expires 10/8/2002

Signature of Person Taking Acknowledgment

My Commission Expires

This Instrument was drafted by and return to:

TRISTESSE ROSS

Notarial Stamp or Seal (or other Title or Rank)

PRISM MORTGAGE COMPANY, ATTN: FINAL DOCS

440 NORTH ORLEANS

CHICAGO, IL 60610

STREET ADDRESS: 1834 NOTHING FFICIAL CORP. 3 of 3 CITY: EVANSTON

TÄX NUMBER: 11-18-111-997-1053

### LEGAL DESCRIPTION:

UNIT 139 AND PARKING UNIT P-15 IN GARDEN RIDGE LOFTS AND TOWNHOMES CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF CERTAIN PARCELS OF REAL ESTATE LOCATED IN THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 22, 2000 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 00365644, TOGETHER WITH AN APPURTENANT UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property of County Clark's Office

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