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2000-05-22 12:44:04
Cook County Recorder 41.50

Record and Return to:

Harris Trust and Savings Bank
200 West Monroe Street
Chicago, IL 60606
Secondary Mortgage Marketing



00365241

Prepared by:
Anthony Fields



Loan Number: 0070040247

Conventional
MORTGAGE

BMR

THIS MORTGAGE ("Security Instrument") is given on **May 17, 2000**. The mortgagor is **Juanita Hutchinson, An Unmarried Woman**

("Borrower"). This Security Instrument is given to **Harris Trust and Savings Bank**

which is organized and existing under the laws of **Illinois**, and whose address is **111 W. Monroe Chicago, IL 60603**

("Lender"). Borrower owes Lender the principal sum of **One Hundred Fifty Three Thousand Two Hundred Fifty and 00/100----- Dollars (U.S. \$ 153,250.00)**.

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 **June 1, 2030**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **Cook** County, Illinois:

SEE ATTACHED.

Parcel ID #: 17-21-210-096 and -097
which has the address of **61 West 15TH Street Unit 509, Chicago**
Illinois 60616 [Zip Code] ("Property Address");
ILLINOIS-Single Family

[Street, City],

Initials: **JJS**

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Page 2 of 6

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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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property to the title to 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; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the escrow items, unless Lender pays Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the escrow items. Lender may not charge Borrower for holding and applying the Funds to pay the escrow items, unless Lender in connection with this loan, unless applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay an one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law permits Lender to exceed the amounts permitted to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. If the Funds held by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds 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 the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency to Lender at the time of acquisition or sale of the property, if Lender shall acquire or sell the property, (and, 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 down payment under this Security instrument.

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, (and, 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 down payment under this Security instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender 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 late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the property which may attain priority over this Security instrument, expenses, charges, times and impositions attributable to the property writing to the defecit, and leasesheld 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 over this Security instrument. If Lender determines that any part of the property is subject to a lien which may attach to this Security instrument, if Lender determines that any part of the property is subject to a lien which may attach to this Security instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to enforcement of the lien, or (d) legal proceedings which in the Lender's opinion operate to prevent the by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent 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 defends against enforcement of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender.

Borrower shall promptly discharge any lien which has priority over this Security instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument, and leasesheld payments or ground rents, if any. Borrower may attain priority over this Security instrument, and leasesheld 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 over this Security instrument.

5. Assignment. Lender shall assign this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

6. Subordination. Lender shall subordinate this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

7. Release. Lender shall release this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

8. Termination. Lender shall terminate this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

9. Waiver. Lender shall waive this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

10. Non-Assignment. Lender shall not assign this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

11. Non-Subordination. Lender shall not subordinate this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

12. Non-Termination. Lender shall not terminate this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

13. Non-Waiver. Lender shall not waive this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

14. Non-Non-Assignment. Lender shall not non-assign this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

15. Non-Non-Subordination. Lender shall not non-subordinate this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

16. Non-Non-Termination. Lender shall not non-terminate this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

17. Non-Non-Waiver. Lender shall not non-waive this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

18. Non-Non-Non-Assignment. Lender shall not non-assign this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

19. Non-Non-Non-Subordination. Lender shall not non-subordinate this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

20. Non-Non-Non-Termination. Lender shall not non-terminate this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

21. Non-Non-Non-Waiver. Lender shall not non-waive this Security instrument to another under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument.

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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



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13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from the borrower which exceed the charge to the permitted limits, and (c) any sums already collected from the borrower which exceed the charge to the permitted limits, the 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 payment 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 payment to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this Security Instrument only to segregate, garnet 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 in writing, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the other Borrower's consent.

11. Borrower Not Responsible for Late Payments [] and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not due.

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 the sums due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property paid to Borrower is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums due.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s) signed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth.

I, Susan E. Rakowski, County ss.:
that Juanita Hutchinson, an unmarried woman,
, a Notary Public in and for said county and state do hereby certify

Borrower _____
(Seal) _____

Borrower _____
(Serial) _____

Alma M. Hutchins
Dorothy A. Hutchins
(Seal) *Dorothy A. Hutchins*

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

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Other(s) [Specify] _____ | | |

24. Rides 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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

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 recodation costs.

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 attorney's fees and costs of little evidence.

Secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceedings in the name of the trustee, lender, or his option, may require immediate payment in full of all sums accrued by this Security Instrument without demand, and may sue for all sums

non-existence of a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice, Lender at its option, may cause immediate payment; or

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit late after acceleration and the right to assert in the foreclosure proceeding the

applicable law provides otherwise). The notice shall specify: (a) the date of default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date of default; (d) the notice required to cure the default; and (e) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Agreement.

MORTGAGE RIDER

NOTICE TO MORTGAGOR

THE PROVISIONS OF THIS RIDER SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN, DO NOT SIGN THE NOTE OR THE SECURITY INSTRUMENT UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

RIDER TO MORTGAGE BY AND BETWEEN Juanita Hutchinson, An Unmarried Woman (THE "MORTGAGOR") AND HARRIS TRUST AND SAVINGS BANK (THE "LENDER").

The Mortgagor is executing simultaneously herewith that certain mortgage, dated May 17, 2000 (the "Security Instrument") to secure a loan (the "Loan") made by HARRIS TRUST AND SAVINGS BANK (the "Lender") in the amount of \$153,250.00 to the Mortgagor, evidenced by a note (the "Note") of even date herewith. It is expected that the Loan will be purchased by the Illinois Housing Development Authority (the "Authority"). It is a condition of the making of the Loan that the Mortgagor execute this Rider.

In consideration of the respective covenants of the parties contained in the Security Instrument, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, Mortgagor and Lender further mutually agree as follows:

1. The rights and obligations of the parties to the Security Instrument and the Note are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider the provisions of the Security Instrument and the Note, the provisions of this Rider shall control.
2. Notwithstanding the provisions of Paragraph 6 of the Security Instrument, the Mortgagor agrees that the Lender of the Authority, as applicable, may, at any time and without prior notice, accelerate all payments due under the Security Instrument and Note, and exercise any other remedy allowed by law for breach of the Security Instrument or Note, if (a) the Mortgagor sells, rents or fails to occupy the property described in the Security Instrument as his or her permanent and primary residence; or (b) the statements made by the Mortgagor in the Affidavit of Buyer (Illinois Housing development Authority For MP-6A) are not true, complete and correct, or the Mortgagor fails to abide by the agreements contained in the Affidavit of Buyer; or (c) the Lender or the Authority finds any statement contained in that Affidavit to be untrue. The Mortgagor understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the Loan.
3. The provisions of this Rider shall apply and be effective only at such times as the Authority is the holder of the Security Instrument and the Note, or is in the process of purchasing the Security Instrument and the Note. If the Authority does not purchase the Security Instrument and the Note, or if the Authority sells or otherwise transfers the Security Instrument and the Note to another individual or entity, the provisions of the Rider shall no longer apply or be effective, and this Rider shall be detached from the Security Instruments.

MORTGAGOR



Hutchinson

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17th day of May, 2000, 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 **Harris Trust and Savings Bank, an Illinois Corporation**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

61 West 15TH Street

Unit# 509

Chicago, IL 60616

[Property Address]

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

Burnham Station

[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 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.

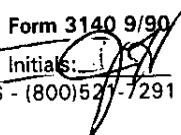
MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Page 1 of 3

VMP MORTGAGE FORMS - (800)521-7291

Form 3140 9/90

Initials: 

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B. Hazard Insurance. So long as the Owners Association maintains, with a generally acceptable insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactorily insures the hazard requirements, including fire and hazards included within the term "extended coverage," then Lender and Lender and which provides coverage in the amounts, for the periods, and against the hazard requirements for hazard insurance payments to Lender under the yearlies waives the provision in Uniform Coverage 2 for the monthly coverage. (ii) Lender is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. (iii) Borrower's obligation under Uniform Coverage 5 to maintain hazard insurance with any excess paid to Borrower. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following 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 paid to Lender. In the event of any excess paid to Borrower, the Owners Association may take such actions as may be reasonable to insure the extent of coverage to Lender. C. Public Liability Insurance. 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 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 paid to Lender. The Owners Association may take such actions as may be reasonable to insure the 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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender to Lender as provided in Uniform Coverage 10. Secured by the Security Instrument as provided in Uniform Coverage 10. E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivise the Property or consent to: (i) the abandonment of any subdivision or unit or part of the Condominium Project; (ii) any amendment to any provision of the Constitution 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 paidable, with interest, upon notice from Lender to Borrower requesting payment.

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


Juanita Hutchinson (Seal)
-Borrower

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PARCEL 1:

UNIT 509 AND P-34 IN BURNHAM STATION CONDOMINIUM AS DELINEATED ON AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF BLOCKS 32 AND 33 IN ASSESSOR'S SECOND DIVISION OF THE EAST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS, COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 33 IN ASSESSOR'S SECOND DIVISION, SAID SOUTHWEST CORNER DEEDED AS BEING 205.30 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; SAID WEST LINE OF BLOCK 33 BEARS NORTH 0 DEGREES 09 MINUTES 20 SECONDS WEST; THENCE NORTH 90 DEGREES EAST 14.74 FEET; THENCE NORTH 0 DEGREES EAST, 14.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 56 MINUTES 39 SECONDS EAST, 82.0 FEET; THENCE NORTH 0 DEGREES 3 MINUTES 21 SECONDS WEST, 242.0 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS WEST, 82.0 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 21 SECONDS EAST, 242.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 7, 2000 AS DOCUMENT NUMBER 00159774, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR BURNHAM STATION MASTER ASSOCIATION RECORDED AUGUST 25, 1999 AS DOCUMENT NUMBER 99811483, AS AMENDED FROM TIME TO TIME.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHT AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PIN: 17-21-210-096 and 17-21-210-097