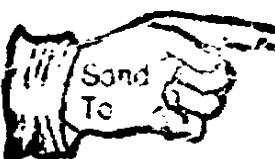


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3075150



Return Recorded Doc to:
Banc One Mortgage Corporation
9399 W. Higgins Road 4th Floor
Rosemont, IL 60018
Attn: Post Closing Department

REC'D BY TEL 1516 10/26/93 03:47:00
* 03075150
COOK COUNTY REC'D OFFICE

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **December 20, 1993** . The mortgagor is

RUTH MARRERO, KNOWN AS MARRIED TO JUAN C. MARRERO

("Borrower"). This Security Instrument is given to **EAST MORTGAGE CORP. OF CHICAGO**

03075150

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **3124 W. IRVING PARK**

CHICAGO, IL 60618 ("Lender"). Borrower owes Lender the principal sum of

Seventy-Eight Thousand Five Hundred and No/100 -----

Dollars (U.S. \$ **78,500.00**)

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 **January 1, 2024**. 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:

EXHIBIT 6571-C IN ANOTHER TRINITY CONDOMINIUM, AS DELINEATED ON A SURVEY OF A PARCEL OF REAL PROPERTY LOCATED IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 60 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 914-11893; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH AND ESTABLISHED IN SAID DECLARATION AND SURVEY, AS THEY MAY BE AMENDED FROM TIME TO TIME.

TAX I.D. #: **13-30-221-000-1000**

10
36
38

which has the address of **3040 N. NASHVILLE** **CHICAGO** **Street, City,**
Illinois **60634** **(Property Address)**
(Zip Code)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 6

100-5818-0001 (IL) (9105)

VMP MORTGAGE FORMS - 1013-293 \$1.00 - 800/521-7291

Form 3014 9-90
Amended 5-91

Rec'd R.M.

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Form 3014 S-90

F-19-2-18

4-111(1) (1951)

S-111-120

of the actions set forth above within 10 days of the giving of notice. Security instrument, Lender may give Borrower a notice indicating the tenor of the instrument if Lender determines that any part of the Property is subject to a tenor which may affect over this period or before the instrument of the tenor, or (c) secures from the holder of the tenor an agreement satisfactory to Lender substantially the tenor to be given by the Lender against cancellation of the tenor in legal proceedings which in the Lender's opinion operate to prevent the Lender from giving to the payee of the obligation secured by the tenor in a manner acceptable to Lender; (b) consists in good faith the tenor, Borrower shall promptly discharge any tenor which has priority over this Security instrument unless Borrower: (a) agrees in writing to do so.

Borrower makes these payments directly to Lender receipts evidencing the payments.

Person owed payment. Borrower shall promptly furnish to Lender all amounts so paid under this instrument. If obligations in due manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay claim on time directly to the which may arise prior to this Security instrument, and lessor and lessee shall pay claim on time prior to these charges; Lender. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which, in his discretion, to any late charges due under the Note.

1 and 2 shall be applied; first, to any payment charges due under the Note; second, to amounts paid under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs Security instrument.

Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums received by Lender; II, under paragraph 2, Lender shall acquire or sell the Property. Lender may in the acquisition of sale of the funds held by Lender to pay all sums received by this Security instrument, Lender shall pay any sum received by Lender by Lender's sole discretion.

Upon payment in full of all sums received by this Security instrument, Lender shall account to Borrower any funds made. The Funds are pledged as additional security for all sums received by this Security instrument to Lender the amount necessary to make up his deficiency. Borrower shall make up the deficiency in no more than twelve months, or Lender's sole discretion.

If the Funds held by Lender exceed the amount paid to the holder, Lender shall account to Borrower to the extent necessary to pay the Escrow items when due, Lender may do orally. Borrower will in such case Borrower shall pay all sums received by Lender to pay a sum sufficient to cover the requirements of applicable law. If the amount of the Funds held by Lender is less than the amount necessary to pay the Escrow items when due, Lender shall pay the difference to the Funds held by Lender in accordance with the applicable law.

However, unless applicable law provides otherwise, Lender shall pay an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law permits Lender to make such a charge. Lender may require Borrower to pay a fee for any late charge for an independent real estate tax reporting service used by Lender, unless Lender is such as to pay the Escrow items and applying the Funds, similarly analyzing the escrow account, or verifying the escrow items, or holding the escrow items until the escrow items are paid. The Funds held by Lender may not charge Borrower for holding and applying the Funds, similarly analyzing the escrow account, or verifying the escrow items, if Lender is such as to pay the Escrow items and applying the Funds, similarly analyzing the escrow account, or verifying the escrow items, or holding the escrow items until the escrow items are paid.

The Funds shall be held in an institution whose deposits are insured by a central agency, instrumentality, or entity (including

otherwise) in accordance with applicable law.

estimate the amount of Funds due on the basis of current demand and reasonable estimates of expenditures of future Escrow items or amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may demand from time to time, I, U.S.C. Section 2601 et seq., (RESPA), unless another law that applies to the Funds sets a lower mileage loan may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related providers of services, it in lieu of the payment of mortgage premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the terms of the Property, if any; (e) readily marketable insurance premiums. These items are called "Escrow items" and ground rents on the Property, if any; (f) readily hazard of property insurance premiums; (g) readily flood insurance premiums, and assessments which may affect the Security instrument as a tenor on the Property; (h) readily leasehold payments, Lender on the day monthly payments are due under the Note, until the Note is paid in full a sum ("Funds") for (i) readily taxes to 2. Funds for Taxes and Interest. 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 payment and late charges due under the Note.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when the

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

various by joint resolution to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for mutual use and non-uniform covenants which limited

will defend generally the title to the Property and that the Property is unencumbered, except for encumbrances of record. Borrower or Mortgagor and

BORROWER COVENANTS that Borrower is lawfully seized of the title therby conveyed and has the right to manage,

All of the foregoing is referred to in this Security instrument as the "Property".

Guaranty now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument, and

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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 premium 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

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be severable. This Security instrument or clause of this Security instrument and the Note are declared to given effect without the conflicting provision. To this end the provisions of this Security instrument or the Note can be construed in which the Property is located, in the event that any provision of clause of this Security instrument or the Note can be construed with application of such conflict shall still apply notwithstanding the provisions of this Security instrument or the Note.

15. **Conveying Law; Severability.** This Security instrument shall be governed by law and the law of the State in which the Property is located, in the event that any provision of clause of this Security instrument or the Note can be construed in which the Property is located, Any notice to Lender shall be given by first class mail to Lender's address set forth in this Security instrument or by notice to Lender when given to Lender in this Security instrument unless otherwise directed by Lender designates by notice to Lender. Any notice provided for in this Security instrument shall be given by telephone to Lender when given to Lender in this Security instrument.

16. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by delivery or by mailing to

any other address Borrower designates by notice to Lender. Any notice to Lender shall be directed to the Property Address or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or

Borrower, if a refund recovers principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

Borrower, if a refund recovers principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note, if a sum already collected from Borrower under the Note or by making a direct payment to the Note may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender, and (b) any sums already collected from Borrower which exceed permitted sums will be refunded to Borrower, provided the permitted limit, less (c) any such item charge shall be reduced by the amount necessary to reduce the charge to the amount loaned so that the interest on other loan charges collected or on to be collected in connection with the loan and that law is finally interpreted so that the interest on other loan charges collected or on to be collected in connection with the loan and that law is finally interpreted so that the interest on other loan charges collected or on to a law which sets maximum loan charges.

17. **Loan Charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security instrument or the Note without the Borrower's consent.

Borrower's interest in the Property under the terms of this Security instrument (b) is not personalty otherwise to pay the sum Borrower's interest in the Property under the terms of this Security instrument (b) is not personalty otherwise to pay the sum

of collection but does not exceed the Note, (a) is offset against this Security instrument only to merge, etc., general and convey that

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, and convey that Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, and subject to the provisions of

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

in interest. Any obligation by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

of collection. Any obligation by this Security instrument by reason of any demand made by the original Borrower, successors or assigns proceeded against any successor in interest or right or title to the property of Borrower, including transfer of the sum

of operation to release the liability, regardless of the original Borrower's interest in the property of Borrower, shall be demanded in interest or right or title to the property of Borrower, including transfer of the sum

of collection of the sums secured by this Security instrument by Lender in accordance with the note of this instrument.

19. **Borrower Not Releasable; Foreclosure; Waiver.** Extra sum of the time for payment of nondiscretionary

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the sum secured

by this Security instrument, whether or not this due.

is authorized to collect and apply the proceeds, at its option, either to payment in respect of the Property or to the sum secured

awarded us such a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender

shall be liable to the Property is demanded by Lender in case of damage to the Property or to the note of this instrument.

If the note of this instrument is paid in full, Lender shall not be liable to the note of this instrument.

unless Lender and Borrower otherwise agree in writing or unless it is capable law otherwise provides, the proceeds shall be applied to the sum secured by this Security instrument or note of this instrument.

Property immediately before the release is less than the sum secured immediately before the release, unless

Property immediately before the release is less than the sum secured immediately before the release of the sum

Securities released immediately before the release, (a) if the proceeds multipled by the following reason: (a) the sum secured by this instrument shall be reduced by the amount of the proceeds multipled by the following reason:

Instrument of the Property immediately before the release, unless the sum secured by the same is greater than the sum secured by this instrument.

Value of the Property immediately before the release, the sum secured by the same is greater than the sum secured by this instrument.

Instrument of the Property immediately before the release, unless the sum secured by the same is greater than the sum secured by this instrument.

Value of the Property immediately before the release, the sum secured by the same is greater than the sum secured by this instrument.

Instrument of the Property immediately before the release, unless the sum secured by the same is greater than the sum secured by this instrument.

In the event of a final taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument

shall be paid to Lender.

condonment or other taking of the Property, or part of the Property, or for conveyance in lieu of condonment, in connection with any

10. **Codetermination.** The proceeds of any award to an inspection specially reasonable cause for the inspection.

Borrower notice at the time of a final taking of the Property, or for conveyance in lieu of condonment, in connection with any

9. **Liquidation.** Lender or its agent may make reasonable expenses upon and inspection of the Property. Lender shall give

lender notice at the time of a final taking of the Property, or for conveyance in lieu of condonment, in connection with any

lender notice at the time of a final taking of the Property, or for conveyance in lieu of condonment, in connection with any

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lender notice at the time of a final taking of the Property, or for conveyance in lieu of condonment, in connection with any

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16. Borrower's Copy. Borrower shall be given one confirmed 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, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects 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 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 this 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 of homestead exemption in the Property.

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Form 3014 9-90

THIS INSTRUMENT WAS PREPARED BY: ELEAZAR H. PEREZ
BANC ONE MORTGAGE CORPORATION
3409 6106

Given under my hand and voluntary seal this 20th day of December 1993.

Subscribed and delivered the said instrument as the instrument was and will be used for the uses and purposes described in it. I, the undersigned, being before me this day in person, and acknowledged that personally known to me to be the same persons (whose names) RUTH MARREIRO AND JUAN C. MARREIRO, HER HUSBAND

1. The undersigned, **JUAN C. MARREIRO**, Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS.

Cook County Seal

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

By signing below, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- (Check applicable box(es))
- 1-1 Family Rider
1-2 Adjustable Rate Rider
1-3 Grandminimum Rider
1-4 Grandmaximum Rider
2-1 Second Home Rider
2-2 Biweekly Payment Rider
2-3 Monthly Payment Rider
2-4 Standard Utili Development Rider
2-5 Rail Improvement Rider
2-6 Balloon Rider
2-7 V.A. Rider
2-8 Other(s) [Specify]

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 stand and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

MAINTAINING HOMEOWNER RIGHTS WHEN PURCHASING,
NOT AS MORTGAGE, BUT SIGNING SOLELY FOR THE PURPOSES OF

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Loan #891468

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **20th** day of **December**, 19**93**, 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 **FIRST MORTGAGE CORP. OF CHICAGO**

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

3040 N. NASHVILLE, CHICAGO, ILLINOIS 60634

[Property Address]

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

[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.

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 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 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 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 or the

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

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Form 3140 9-90

12-8 (9108)

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REC'D. 15/2/06 (S)

Borrower or
(Seal)
Borrower or
(Seal)
Borrower or
(Seal)
Borrower or
(Seal)
Borrower or
(Seal) MARRENO

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

(i) The abandonment of any provision of the Conditional Lien by law in the case of substantial destruction by fire or other casualty or in the case of a taking by eminent domain or condemnation proceedings.

(ii) Any abandonment of professional management and assumption of self-management of the Owners' association by law in the case of substantial destruction by fire or other casualty or in the case of a taking by eminent domain or condemnation proceedings.

(iii) Abandonment of any provision of the Conditional Lien by law in the case of substantial destruction by fire or other casualty or in the case of a taking by eminent domain or condemnation proceedings.

(iv) Any abandonment of any provision of the Conditional Lien by law in the case of substantial destruction by fire or other casualty or in the case of a taking by eminent domain or condemnation proceedings.

(v) Any abandonment of any provision of the Conditional Lien by law in the case of substantial destruction by fire or other casualty or in the case of a taking by eminent domain or condemnation proceedings.

(vi) Any abandonment of any provision of the Conditional Lien by law in the case of substantial destruction by fire or other casualty or in the case of a taking by eminent domain or condemnation proceedings.