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Doc#: 0633349329 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

This document was prepared by:	Date: 11/29/2006 12:23 PM Pg: 1 of 11
When recorded, please return to:	

CMG MORTGAGE, INC. 3160 CROW CANYON ROAD, SUITE 240 SAN RAMON, CAI FORNIA 94583 Attn.: Shipping Dept Document Control

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Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

MIN 1000724-0022530866-0

MERS TELEPHONE: (888) 679-6377

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is November 3, 2006 and the parties, their addresses and tax identification numbers, if required, are as follows: MORTGAGOR:

KOSTAS KRALIKAUSKAS, A SINGLE MAN 9822 S KARLOV AVENUE, UNIT #1B OAK LAWN, ILLINOIS 60453

LENDER:

SUCCESS TITLE SERVICES, II 400 Skokie Blvd. Ste. 380 Northbrook, IL 50062

CMG MORTGAGE, INC. 3160 CROW CANYON ROAD, SUITE 240 SAN RAMON, CALIFORNIA 94583

This mortgage is subordinate to the mortgage dated <u>11/3/</u>06 and in the amount of 136,000.00

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mort agee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument Fortgagor grants, bargains, sells, conveys, mortgages and warrants to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

ILLINOIS - MORTGAGE (NOT FOR FNMA, FIILMC, FHA OR VA USE) © 1994 Bankers Systems, Inc., St. Cloud, MN Form RFC-REMTG-IL 1/16/2001 ilrfe2tm



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(page 1 of 7)





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Property Tax ID Number:	24102250321010				
The property is located in	СООК				at
		(Count	y)		
9822 S KARLOV AVEN	UE, UNIT #1B	, OAK LAWN	, Illinois	60453	
(Address	1	(C)	6/1	(710 Cod	-7

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the fatore, be part of the real estate described above (all referred to as "Property"). Mortgagor understands and agrees that MERS holds only legal title to the interests granted by Mortgagor in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender, including but not limited to, releasing and canceling this Security Instrument.

- 3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such a horrowers' names, note amounts, interest rates, maturity dates, etc.)

 Mortgagor's note dated November 3, 1.006 in the principal sum of U.S. \$ 34,000.00, with interest thereon at the rate of 11.000%, per year, providing for nonthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2021.
 - B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
 - C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not profubited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
 - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or che wise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of reseission.

- **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

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- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground 6. rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, is requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 7. DUE ON SALF OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition 8. and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not sut stantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive commant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 9. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 10. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargain, set s. conveys and warrants to Lender as additional security all the right, title and interest in and to any and all existing or ruthre leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and ren'ts, "sques and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Mortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any

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amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

- 11. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 12. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 13. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, it ary, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or vay part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All) emedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whet'er or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default. Lender does not waive Lender's right to later consider the event a default if it continues or happens

- EXPENSES; ADVANCES ON COVENANTS; ATTOPNEYS' FEES; COLLECTION COSTS. Except when 14. prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount inchred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to afterneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.
- 15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a har ardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public leads, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous materia." 'toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

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- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public 16. entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any par' of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien dor un ent.
- 17. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associat A vith the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Ler, der requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor hall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and receival notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make provide of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- ESCROW FOR TAXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required 18. to pay to Lender funds for taxes and insurance in escrow.
- 19. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgage, agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 20. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS POUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to

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the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

- 22. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights 23. relating to the Property.
- MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall 24. not exceed \$ 34,000.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pu suant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security in are ment to protect Lender's security and to perform any of the covenants contained in this Security Instrument

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25.	OTHER TERMS. We checked, the following are applicable to this Security Instrument:
	[] Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
	[] Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on
	the Property.
	[] Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
	[X] Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and
	amend the terms of this Security Instrument. [Check all applicable boyed]
	[X] Condominium Rider [] Planned Unit Dev for ment Rider [] Other
	[X] Condominium Rider [] Planned Unit Dev lor ment Rider [] Other [] Additional Terms.
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SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

[] If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and

	1	,		
105	11-0	3-06		
(Signature)	KOSTAS KRALIKAUSKAS	(Date)	(Signature)	(Date)
		. ,		(Exite)
(Signature)		(Date)	(Cinnetum)	
(Digitature)	100	(Date)	(Signature)	(Date)
ACKNOW	LEDGMENT:			
	STATE OF /	, COU	NTY OF <u>COOK</u> 3rd day of <i>Nover</i>	} ss.
(Individual)	This instrument was acknowled	lged before me this	3rd day of Nover	nper 2006 by
	NOSTAS KKALIKAUSKAS	C		
	My commission expires:	م د م م	Shara Lyn Mic	han lo
	SHAREE LYN MICHA	EIS A		ry Public)
	NOTARY PUBLIC - STATE OF	LUNOIS	- (INOIA	ry ruone)
	My Commission Expires 04/2	2/2007		
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			Punit Clarks	CO
				Cv

acknowledgments.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 3rd day of November, 2006 and is incorporated into and shall be deem at to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of trasame date given by the undersigned (the "Borrower") to secure Borrower's Note to CMG MORTGAGE, INC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

9822 S KARJ OY AVENUE, UNIT #1B, OAK LAWN, ILLINOIS 60453

[Property Address]

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

PAKSIIRE
[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 to the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owner, Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the coverants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follow:

- Condominium Obligations. Borrower shall perform al' 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.
- 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 {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 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

MULTISTATE CONDOMINIUM RIDER-Single Family/Second Mortgage VMP-208R (0411)

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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 hazard insurance coverage provided by the master or hanket policy.

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, whether or not then due, with the excess in any, paid to Borrower.

- C. Public Liability Justin ance. Borrower shall take such actions as may be reasonable to insure that the Owners Association management 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 concernation 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 chall 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 condemation 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 insurant 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.

MULTISTATE CONDOMINIUM RIDER-Single Family/Second Mortgage VMP-208R (0411)

Initials: $\cancel{\cancel{K}} \ \cancel{\cancel{K}}$ 3/99

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PY SIGNING BELOW, E Condominium Rider.	Borrower accepts and agrees to the terms an	d covenants contained in this
KOSTAS KRALIKAUSKAS	(Seal) -Borrower	(Seal) -Borrowe
Op	(Seal)	(Seal
	-Borrower	-Borrowe
	COUNTY C	
MULTISTATE CONDOMINIUM RII VMP-208R (0411)	DER-Single Family/Second Mortgage Page 3 of 3	3/99

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Success Title Services, Inc. As an Agent for Ticor Title Insurance Company 400 Skokie Blvd. Ste. 380 Northbrook, IL 60062

Commitment Number: STS06 02169-1ST-MRTG

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows

UNIT 9822-P AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREAFTER REFFERED TO AS PARCEL.);

LOT 5 (EXCEPT THE WEST 97.25 FEET THEREOF) IN PARKSHIRE ESTATES, BEING A RESUBDIVISION OF LOT 1 IN BAR TO LOMEO AND MILORD SUBDIVISION OF PART OF SECTION 10. TOWNSHIP 37 NORTH, RANGE 13 543T OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 21782770 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL AND PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF NE AID DE AS DEFINED AND SET FORT L'A SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

PIN: 24-10-225-032-1010