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Above This Line For Recording Data] 06-003362-40 MORTGAGE COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC., which is organized and existing under the laws of THE STATE OF CALIFORNIA 200 whose address is #28 EXECUTIVE PARK, SUITE 200, TRVINE, CALIFORNIA 92/14

Borrower owes Lender to principal sum of SIXTY ONE THOUSAND TWO HUNDRED AND NO/TOOTHS ("Lender").

Dollars (U.S. \$ 51,200.00). This debt is evidenced by Borrower's note secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and UNIT NO. 118-3 AND P-20 AND P-21 IN PARK EAST CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1,2,3, AND THE EAST & OF LOT 4 (EXCEPT THE SOUTH 90 FET THEREOF OF SAID LOTS): AND THAT PART OF LOT 5 LYING SOUTH OF THE NORTH 72.0 FEET OF SAID LOT (EXCEPT THE EAST 31.60 FEET THEREOF): AND THAT PART OF LOTS 6 AND 7 LYING SOUTH OF THE NORTH 72.0 FEET THEROF: AND LOTS 8 AND 9; ALL IN FLOCK 42 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST & OF THE EAST & OF SECTION 7 AND ALSO THE NORTH EAST * AND THE WEST > OF THE WEST > THE SOUTH WEST > OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOM/NUM RECORDED AS DOCUMENT 24600637 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTER'S IN THE COMMON ELEMENTS. PERMANENT INDEX NO: 16-07-403-043-1021, 16-07-403-043-1041, 16-07-403-043-1042 CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART MEREOF (1-21) AN which has the address of ______118 S. EAST AVENUE, UNIT 118-3, 60302 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to 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.

ILLINOIS—Single Family—FNMA/FIILMC UNIFORM INSTRUMENT

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requesting payment.

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

Lender may take action under this paragraph 7, Lender does not have to do so.

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 tower the Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

6. Preservation and Maintenance of Property; Lesscholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leaschold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

Instrument immediately prior to the acquisition.

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount. If the payments. If under paragraph 19 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 the extent of the sums secured by this Security Insurance policies are secured by this Security from the acquisition shall pass to Lender to the extent of the sums secured by this Security Insurance immediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Insurance in the Insurance I Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the or create to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. In 36 day period will begin 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 lessen d, the insurance proceeds shall be applied to the sums security finstrument, whether or not then due, with ray excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender, rest, the insurance carrier has Borrower abandons the Property, or does not answer within 30 days a notice from Lender, rest, the insurance carrier has Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

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

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower jubject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "exic., ded coverage" and any other hazards for which Lender requires. This insurance shall be maintained in the anounts and for the periods that Lender requires. The Hazard insurance. Borrower shall keep the improve nems now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days the Property is subject to a lien which may attain pricriti over this Security Instrument, Lender may give Borrower a faith the lien by, or defends against enforcemen of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the liep to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good Borrower shall promptly discharge any ten which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

pay them on time directly to the period owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall application as a creo 's gainst the sums secured by this Security Instrument.

3. Applicatio s of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts pay it le under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges, Liens. Bot ower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain pricit over this Security Instrument, and leasehold payments or ground rents, if any. Botrower shall nay these chileston the manner provinted in paragraph 2, or if not raid in that manner. Botrower shall nay these chileston has paragraph 2, or if not raid in that manner.

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately plot to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon psyment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender.

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

shall give to Borrower, 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 the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items.

mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the lesschold payments of ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly oue-imelity of: (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of americation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise roof fy amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of the rower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.

11. Successors and Aspiges Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bin 1 and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured or, 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 limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the blote.

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

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lende on notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designeries by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrow 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 had no acceleration 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 paragraphs 13 or 17.

19. 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 paragraphs 13 and 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 nonexistence 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. 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. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrumant, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check apr icr ble box(es)] Adjustable Rate Rider Condominium Rider 2-4 Family Rider Graduated Payment Aider Planned Unit Development Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Porrower and recorded with it. DE CLOPTS THIS INSTRUMENT WAS PREPARED AT: ADRIANE W. BURKLAND COLDWELL BANKER RESIDENTIAL BIVE IN 22nd STREET CHITE ₱22nd STREET, SUITE 727 DAW BROOK, ILLINOIS 60521 I,, a Notary Public in and for self county and state, do hereby certify that DEBORAH J. KEEN, A. SPINSTERpersonally known to me to be the same person(s) whose name(s) ... IS... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . S. he . . . signed and delivered the said instrument as HER. free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 29TH DAY OF JULY 19 86

My Commission expires: 6/9/87

Drista allen Osga.

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| and is incorporated into a | ind shall be deemed to amend an | id supplement the Mortgage, De | 19.86 ted of Trust or Security Deed (the ure Borrower's Note to DRNIA CORPORATION Lender") |
|---|---|--|--|
| of the same date and cove | ring the Property described in the | e Security Instrument and locate | |
| | unit in, together with an undivi | ded interest in the common ele | ments of, a condominium project |
| "Owners Association") | ject"). If the owners association | n or other entity which acts for enefit or use of its members or | r the Condominium Project (the r shareholders, the Property also of Borrower's interest. |
| Borrower and I ender fur A. Condoninium Project's Constituent Do creates the Condon inium promptly pay, when due, B. Hazard Insue "master" or "blanket" pr coverage in the amounts within the term "extender | ther covenant and agree as follows: Obligations, Borrower shall gruments. The "Constituent Don Project; (ii) by-laws; (iii) code on all dues and assessments imposed the Condominium Project, for the periods, and against the covernes," then: | es: perform all of Borrower's oblig cuments" are the: (i) Declaration fregulations; and (iv) other equivalents d pursuant to the Constituent Declaration cociation maintains, with a generation cet which is satisfactory to Lendar me hazards Lender requires, inc | rally accepted insurance carrier, a der and which provides insurance studing fire and hazards included |
| (i) Lender the yearly premium instal (ii) Borrow | waives the provision in Uniform Iments for hazarainsurance on t | he Property; and Jovenant 5 to maintain hazard in | yment to Lender of one-twelfth of isurance coverage on the Property ciation policy. |
| Borrower shall give In the event of a Property, whether to the paid to Lender for applica C. Public Liability Association maintains a position by Condemnation connection with any concelements, or for any constall be applied by Lender | e Lender prompt hotion of any la distribution of hazard insurance unit or to common elen ents, ar ation to the sums secured by the ity Insurance. Borrower shall ta sublic liability insurance policy a in. The proceeds of any award or a demnation or other taking of all reyance in lieu of condemnation or to the sums secured by the Secu | epse in required hazard insurance proceeds in lieu of restoration by proceeds payable to Borrowe lecurity Instrument, with any exceptable in form, amount, and eclar it or damages, direct or consor any part of the Property, when are hereov assigned and shall rity Instrument as provided in U | e coverage. If or repair following a loss to the rare hereby assigned and shall be cess paid to Borrower. If on able to insure that the Owners extent of coverage to Lender. Is sequential, payable to Borrower in the of the unit or of the common be paid to Lender. Such proceeds inform Covenant 9. |
| consent, either partition of (i) the abai | er subdivide the Property or consideration of the | ent to: Condominium Project except | and with Lender's prior written for abandonment or termination se of a taking by condemnation or |
| eminent domain; (ii) any am Lender; | endment to any provision of the | Constituent Documents (Etn), pr | ovision is for the express benefit of |
| or (iv) any ac | tion which would have the effect | | ercent of the Owners Association; insurvace poverage maintained by |
| Any amounts disbursed b Instrument. Unless Borro | Borrower does not pay condomit y Lender under this paragraph F ower and Lender agree to other to | F shall become additional debt of erms of payment, these amounts | n due, ther, L.nder may pay them. Borrower secured by the Security shall bear interest from the date of to Borrower requesting payment. |
| By Signing Below, Bor | rower accepts and agrees to the t | erms and provisions contained in | n this Condominium Rider. |
| TERRETTE LANGED CALL STORMS AND AND STORMS ALL STORMS AND AND AND A COLUMN AND AND AND AND AND AND AND AND AND AN | i vilov bebili | DEBORAH J. KAR | (Seal) |
| | | | (n t) |

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