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COOK COUNTY RECORDER

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MORTGAGE

09-48-2010031439

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 20 1988. The mortgagor is JOSE VICTOR TOLENTINO, AN UNMARRIED PERSON AND ROGER L. TOLENTINO AND ERLINDA H. TOLENTINO, HUSBAND AND WIFE.

("Borrower") This Security Instrument is given to KRUPP RESIDENTIAL MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF FLORIDA 2875 N.E. 191ST STREET-SUITE 201 NORTH MIAMI BEACH, FLORIDA 33180 Borrower owes Lender the principal sum of

FORTY FOUR THOUSAND EIGHT HUNDRED AND NO/100

Dollars U.S. 44,800.00 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 NOVEMBER 1, 2018. This Security Instrument 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, whether past, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois

SEE ATTACHED RIDER

88543819

02-24-104-046-1050

-88-543819

which has the address of 35 SOUTH BAYBROOK-UNIT 406
(Street)

PALATINE
(City)

Illinois 60067
(Zip Code)

(Property Address)

\$16.00 MAIL

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 seized 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.

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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 paid to Borrower.

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 amortization 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 modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this 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 by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any charge 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 Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 take 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 Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note 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 hen 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.

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A user may also choose under this paragraph, if either does not apply to us, a period of time under which his or her personal information will be used for purposes other than those set forth above.

2. Protection of Landlord's Rights in the Property: Mortgagee has the right to perform the easements and agreements contained in this security instrument or there is a valid proceeding that may significantly affect the property. Landlord has the right to receive reasonable compensation for any loss suffered by him as a result of such proceedings.

Merger Agreements shall contain provisions of the lease and a provision for assignment of the lease to the lessee and for leasehold and freehold shall not merge unless it agrees to the merger in writing.

6. **Preservation and Administration of Property Assets.** Before we shall not design, damage or substantial damage the properties, due to the properties of administration of government assets is one of a responsible

If less than one-half and Borrower otherwise agrees in writing, any application of proceeds to principal shall not exceed 1% less than the amount of principal paid.

application of report is not economically feasible or render securities would be lessened, the insurance proceeds shall be applied to the sum secured by this instrument whether or not there are any excess paid to the owner of the property or to his heirs.

8. Hazard Inventory: HAZARD INVENTORY SHALL KEEP THE IMPACT MATRIX AND A RISK ASSESSMENT OR RISK HIERARCHY REPORTED ON THE FEDERAL HAZARD INVENTORY.

Dotorower shall provide his services as compensation for the services rendered by him in his capacity as a member of the Board of Directors of the Company.

Properties which may prove useful over this period include instruments and laboratory facilities available at the University of Alberta, and opportunities for research collaboration with the University of Alberta.

3. Application of payments. Unless otherwise provided by law, presidents of pension funds may apply to the court for payment of amounts due under the pension fund's plan.

amount necessary to make up the deficiency in one of more payments as required by § 14-1.

If the amount of the funds held by a fund manager exceeds the limit set by law, the manager must pay a fine or be subject to other penalties prior to the date of the next financial year.

I ended up combining with Horwitz's offering into this Security Instrument to pay the cost of an independent tax audit and to provide for his legal expenses if he was sued for his services to the State.

Under part 2, the owner must pay the funds and appropriate law permits I under to make such a charge. A charge assessed

The president of the department of international and comparative law prepared by the State and its preparation and the changes made under the State.

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CONDOMINIUM RIDER

09748-2010031439

THIS CONDOMINIUM RIDER is made this **20TH** day of **OCTOBER** **19 88** 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 **KRUPP RESIDENTIAL MORTGAGE CORPORATION** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

35 SOUTH BAYBROOK-UNIT 406, PALATINE, ILLINOIS 60067

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

BAYBROOK CONDOMINIUMS

(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) 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 one-twelfth 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 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 shall 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 condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association, or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph I shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

02-24-104-046-1050

Xavier Tolentino
JOSE VICTOR TOLENTINO

(Seal)
Borrower

Roger L. Tolentino
ROGER L. TOLENTINO

(Seal)
Borrower

Erliinda H. Tolentino
ERLIINDA H. TOLENTINO

(Seal)
Borrower

(Seal)
Borrower

(Sign Original Only)

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LEGAL DESCRIPTION RIDER

PARCEL 1: UNIT NUMBER 406-C AS DELINEATED UPON THE PLAT OF SURVEY (HEREINAFTER REFERRED TO AS 'PLAT') OF THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY ('PARCEL'): THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4, SAID POINT BEING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST AS MEASURED ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 156.25 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 24, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (AT RIGHT ANGLES TO SAID EAST LINE OF THE NORTHWEST 1/4) A DISTANCE OF 155.67 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND BEING HEREIN DESCRIBED, THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST 139.80 FEET, THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS 00 SECONDS EAST 139.80 FEET, THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST 73.34 FEET, THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST 139.80 FEET THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 16.95 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 27.67 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 38.33 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 27.67 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 84.52 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 73.34 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 139.80 FEET, THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 139.80 FEET, THENCE SCUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST 73.34 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS WHICH PLAT IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 20, 1971 AND KNOWN AS TRUST NUMBER 42956 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 22372185, TOGETHER WITH AN UNDIVIDED PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS AND EASEMENTS DATED OCTOBER 20, 1972 AND RECORDED NOVEMBER 9, 1972 AS DOCUMENT NUMBER 2215026 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 14, 1973 AS DOCUMENT NUMBER 22479182, FOR INGRESS AND EGRESS ALL IN COOK COUNTY, ILLINOIS.