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# UNOFFICIAL COPY

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LENDER'S # 09-58-97813

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 31 1988 . The mortgagor is BRIAN M. DEMBO AND FERN S. DEMBO, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to SEARS MORTGAGE CORPORATION, which is organized and existing under the laws of THE STATE OF OHIO, and whose address is 300 KNIGHTSBRIDGE PARKWAY, SUITE 500, LINCOLNSHIRE, ILLINOIS 60063 ("Lender"). Borrower owes Lender the principal sum of EIGHTY-FIVE THOUSAND AND 00/100-----Dollars (U.S. \$85,000.00-----). 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, 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:

UNIT 17-201 IN AMMER RIDGE CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OF LOT 1 IN AMMER RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF SECTION 25 AND PART OF THE NORTH EAST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN COOK COUNTY, ILLINOIS WHICH SURVEY IS NOTED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25380479 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION.

PIN #04-26-200-114-1129

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This document is being re-recorded to add 2nd page of adjustable rate rider.

which has the address of 2031 AMMER RIDGE UNIT 201 (Street) , GLENVIEW (City) Illinois 60025 (Zip Code) ("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.

Box 430

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VERSION 1.2

PRECEDING SENTENCE.

\* A CHARGE ASSESSED BY LENDER IN CONNECTION WITH BORROWER'S ENTERING INTO THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE A CHARGE FOR PURPOSES OF THE

payment. 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

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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.

6. Preservation and Maintenance of Property; Leaseholds. 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 leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If from 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 Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Restoration or Repair. If the Property is damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, 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.

4. Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amount 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. 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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 one-twelfth of: (a) yearly taxes and assessments which may attach priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest evidenced by the Note and any prepayment and late charges due under the Note. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person 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 receipts evidencing the payments.

5. Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amount 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. 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.

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7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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.

8. Restoration or Repair. If the Property is damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, 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.

9. Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amount 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. 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.

10. Preservation and Maintenance of Property; Leaseholds. 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 leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

11. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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 11, Lender does not have to do so.

12. Restoration or Repair. If the Property is damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, 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.

13. Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amount 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. 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.

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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.

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. 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument declared to be severable. To this end the provisions of this Security Instrument and the Note are to be given effect without the conflicting provisions. 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. 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.

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.

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.

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 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 limits; 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 Note.

11. Successors and Assigns; 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 and 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.

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.

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 the sums secured by this Security Instrument, whether or not then due.

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. 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.

7. 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.

6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument declared to be severable. To this end the provisions of this Security Instrument and the Note are to be given effect without the conflicting provisions. 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.

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VERSION 1.2

LIBERTYVILLE, IL 60048 (Address)
LIBERTYVILLE, IL 60048 (Name)
LORI SELLS

This instrument was prepared by:

SEARS MORTGAGE CORPORATION
850 SOUTH MILLWAKE AVE
LIBERTYVILLE, IL 60048
RETURN TO:
NOTARY PUBLIC STATE OF ILLINOIS
COMMERCIAL DISTRICT
1000 W. MONROE ST.
LIBERTYVILLE, ILL. 60048

My Commission expires:

Given under my hand and official seal, this

31st day of October, 1988

set forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

AND WIFE, personally known to me to be the same persons (whose names) ARE

do hereby certify that BRIAN M. DEMBO and FERN S. DEMBO, HUSBAND

I, Gordon S. Hirsch, a Notary Public in and for said county and state, County of Cook

(Seal) -Borrower
(Seal) -Borrower
(Seal) -Borrower
(Seal) -Borrower
BRIAN M. DEMBO
FERN S. DEMBO

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

- Adjustable Rate Rider [X]
Condominium Rider [X]
2-4 Family Rider [ ]
Planned Unit Development Rider [ ]
Graduated Payment Rider [ ]
Other(s) [specify] [ ]

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:
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 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 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 Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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# UNOFFICIAL COPY

Form 1023  
Version 1.2

XS50000

CC0431

MULTISTATE CONDOMINIUM RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3140 12/83

.....  
(Seal)  
-Borrower

.....  
(Seal)  
-Borrower

.....  
(Seal)  
-Borrower

.....  
(Seal)  
-Borrower

FERN S. DEMBO

BRIAN M. DEMBO

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

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 disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.

Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the

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

Lender:

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

eminent domain;

by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required or

consent, either partition or subdivision the Property or consent to:

E. Lenders' Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written

proceeds shall be applied by Lender to the sums secured by the Security instrument as provided in Uniform Covenant 9.

common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such

connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the

D. Condemnation. The proceeds of any award, claim for damages, direct or consequential, payable to Borrower in

Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners

be paid to Lender for application to the sums secured by the Security instrument, with any excess paid to Borrower.

Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall

in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the

Borrower shall give Lender prior notice of any lapse in required hazard insurance coverage.

deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(iii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is

yearly premium installments for hazard insurance on the Property; and

(ii) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the

within the term "extended coverage," then:

coverage in the 2 months, for the periods, and against the hazards Lender requires, including fire and hazards included

"master" or "broad" policy on the Condominium Project which is satisfactory to Lender and which provides insurance

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a

pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

Condominium Project; (iii) by-laws; (iv) code of regulations; and (v) other equivalent documents. Borrower shall promptly

Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's

and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower

includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

(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

as:

[Property address]

2031 AMMER RIDGE, GLENVIEW, IL 60025

of the same date and covering the Property described in the Security instrument and located at:

SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION

(the "Security instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed

THIS CONDOMINIUM RIDER is made this

31ST

day of OCTOBER

19 88

CONDOMINIUM RIDER

LENDERS S 09-58-97813

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On the final Payment Adjustment Date, the amount of the monthly principal and interest payments will be adjusted so as to be sufficient to amortize the remaining principal balance as of the Due Date at the interest rate accruing during the month prior to the month that the new payment is due. The final monthly payment due at maturity may be more than the scheduled monthly payment. Since the loan plan provides that the monthly payment is fixed for the last year of the loan term but the interest rate is subject to change

If the outstanding principal balance of your loan should equal or exceed 125% of the original principal balance at the interest rate accruing during the month prior to the month that the new payment is due, for the remaining loan term, assuming there are no further changes to the interest rate. Such new payment will continue until the earlier of the next payment adjustment date or the month after the loan balance again equals or exceeds 125% of the original principal balance.

interest payments on the Note will be adjusted so as to amortize the remaining principal and on the same date every five years thereafter, the amount of the regular monthly principal and interest payments on the Note will be adjusted so as to amortize the remaining principal and

subparagraph (b), commencing on NOVEMBER 1, 1993. Notwithstanding any other provisions of the Note, including the 7 1/2% limitation contained in the preceding paragraph, the amount of interest accrued for a month either because of an interest rate adjustment or because of the 7 1/2% limitation on increases or decreases in the monthly payment amount, such accrued but unpaid interest will be added monthly to the unpaid principal balance and

(c) Principal Balance Adjustments.

The monthly payment amount shall be adjusted on DECEMBER 1, 1989 and on the same date each month thereafter, each of which dates is called a "Payment Adjustment Date". If an interest rate change has been made on an Interest Rate Adjustment Date, the amount of the regular monthly principal and interest payments will be adjusted on the next Payment Adjustment Date so as to be sufficient to amortize the remaining principal balance as of the Due Date at the interest rate accruing during the month prior to the month that the new payment is due. Except as provided below, during the 12-month period following the date of this first monthly payment and during each 12-month period thereafter (each of which 12-month periods is called a "Loan Year") no increase or decrease in a monthly principal and interest payment will be greater than 7 1/2% of (i) the amount of the first regular monthly payment in the case of the first Loan Year, or (ii) the amount of the last regularly scheduled payment of the immediately preceding Loan Year in the case of each Loan Year after the first Loan Year.

(b) Payment Adjustments.

Changes in the interest rate on the Note will become effective commencing on MAY 1, 1989, and on the same date each month thereafter, each of which dates is called an "Interest Rate Adjustment Date." No adjustment to the interest rate on any Interest Rate Adjustment Date shall result in an interest rate that is greater than 13.2500% per annum.

(a) Interest Rate Adjustments.

I agree that the interest rate on the Note will be adjusted on each Interest Rate Adjustment Date, as defined below, to be equal, on and after such date until the next Interest Rate Adjustment Date, to the sum of (1) the most recently available monthly weighted average cost of funds for Eleventh District Members of the Federal Home Loan Bank (such monthly weighted average cost of funds being hereafter referred to as the "Index"); plus (ii) TWO AND 10/100----- percentage points.

A. ADJUSTABLE INTEREST RATE PROVISIONS.

This Rider is made this 31ST day of OCTOBER, 1988, and is incorporated into, and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (this "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION, covering the property described in this Security Instrument and located at 2031 AMMER RIDGE, UNIT 201 GLENVIEW, IL 60025. Modifications, in addition to the covenants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows:

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MONTHLY PAYMENTS. IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE LOWER. IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. I WILL BE ABLE TO LIMIT MY MONTHLY PAYMENTS TO 7-1/2% EACH YEAR (except as set forth in paragraph A(c) below). THE PRINCIPAL AMOUNT I MUST REPAY MAY BE LARGER THAN THE AMOUNT I ORIGINALLY BORROWED.

MONTHLY ADJUSTABLE RIDER

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 (Seal) FERN S. DEMBO  
 Borrower

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 (Seal) BRIAN W. DEMBO  
 Borrower

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 CORD COUNTY RECORDERS  
 (Seal) Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this

Adjustable Rate Rider. Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of this Security Instrument, or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

C. PRIOR LIENS

It could be that the loan secured by this Security Instrument is subject to a lien which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan, would exceed permitted limits. If this is the case, 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.

B. LOAN CHARGES

Notices of any change in the interest rate or amount of the regular monthly installment shall be deemed given by the holder when deposited in the United States mail, postage prepaid, addressed to the maker, or, to the persons shown on the holder's records as transferees at the time of giving notice.

(1) Notices.

If, at any time during the term of the Note, the Index is no longer available or is otherwise unpublished, the holder may select an alternative published Index over which the holder has no control, in which case such alternative Index will become the Index provided in paragraph 2 of the Note. Holder shall next determine the adjustment to the loan factor provided in paragraph 2 of the Note based upon the value of the substituted Index as of the last preceding Interest Rate Adjustment Date on which the prior Index was available or the date of the Note, whichever occurs later, such that the sum of the substituted Index and the adjusted loan factor equals the sum of the prior Index and the loan factor set forth in paragraph 2 of the Note as of such date. The most recent value of the substituted Index, as announced from time to time, and such adjusted loan factor shall become the Index and the loan factor for purposes of paragraph 2 of the Note.

(e) Alternative Index.

Interest rate increases on each Interest Rate Adjustment Date are at the holder's option, but if the holder does not invoke a permissible interest rate increase in whole or in part, this will not constitute a waiver of the holder's right later to invoke such an increase, subject to the other provisions of the Note.

(d) Waiver of Increases.

every month, the monthly payments may not be sufficient to pay the loan in full if the interest rate increases. If the interest rate decreases, the final payment may be less than the scheduled payment.