350360

89407484

DEP	T -	Üı

\$15.0

- T\$1111 TRAFF COAST OF 19640 1 00 164610

- \$552) ため、ネークタッキルの 本場4

COOK TOUTH HE WASH

THE PRUDENTIAL HOME MORTGAGE COMPANY, INC., 100 S. 5TH ST., MINNEAPOLIS, MN 5540
INSTRUMENT PREPARED BY

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on	AUGUST 28.
THIS MORTGAGE ('Security Instrument') is given on	
AN UNMARRIED PERSON	• • • • • • • • • • • • • • • • • • • •

transminimum (m. manimum manim	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
(Borrower').	his Security Instrument is given to
THE PRUDENTIAL HOME MURTGAGE COMPANY	f, INC., which is organized and existing
under the laws of THE STATE OF REW JERSEY	, and whose address is
THE PRUDENTIAL HOME MORTGAGE COMPANY under the laws of THE STATE OF NEW JERSEY 8000 MARYLAND AVFRUE, SUITE 1400, CI Borrower owes I ender the principal surplor. ONE HUNDRED	ATTUN, MISSUURI 63105 ('Lender').
Borrower owes Lender the principal sum of ONE RUNDRED HUNDRED AND NO/100	THERTY-FIVE TROUSARD TWO
Dollars (U.S. \$ 125,200.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which p	provides for monthly payments, with the full debt, if not
dated the same date as this Security Instrument ('Note'), which paid earlier, due and payable on SEPTE: 72 R 01, 2015	This Security Instrument
secures to Lender: (a) the repayment of the acts evidenced by the	e Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, whi interest, ad	lynneed under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Bor ower's cover	
the Note. For this purpose, Borrower does hereby mor gag, gra- located in COJK	int and convey to Lender the following described property County, Illinois:

Unit number 932-1 and parking unit number G-1 in 930-932 W. Ainslie Condominium, as delineated on F. survey of the following described real estate: Lot 19 in Block 2 in George K. Spoor's Subdivision of Block 4 in Conarroe's Resuddivision of that part of Argyle lying South of the center line of Argyle Street in the Southeast fractional quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian in Coo'. County, Illinois which survey is attached as Exhibit "A" to the Doclaration of Condominium recorded as document number 88 237 320 together with its undivided percentage interest in the common elements, commonly known as 932 W. Ainslie, Apt. 1W, Chicago, Illian is 60613.

PIN #'s: 14-08-413-020-0000, not yet subdivided.

THE MORTGAGOR(S) AGREE TO PAY A LATE PAYMENT SERVICE CHARGE ROT TO EXCEED FOUR (4) CENTS FOR EACH DOLLAR (*1.00) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

TOOETHER WITH all the improvements now or hereafter erected on the property, and all ensements, 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 158

Form 3014 12/83

ILLINOIS.-Single Family--FNMA/FHLMC UNIFORM INSTRUMENT NMFL #0355 (R 06/84)

1817.I

Property of Cook County Clerk's Office

UNIFORM COVELATE COVER AND COVER AND

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 mouthly 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 attain 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.

The Funds shaft be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, I ender 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 Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender 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 this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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 date held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon paying acin full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Voler. 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 again the sums secured by this Security Instrument.

3. Application of Proposits. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to inte 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.

4. Charges; Hens. Borrower shall pay all taxes, assessments, charges, tines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations is 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.

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

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 loverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to horrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that he insurance carrier has offered to settle a claim, then Lender may coffect the insurance proceeds. Lender may use the proceed to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-cay period will begin when the notice is given.

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

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.

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 1 ender'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.

Any amounts dishursed 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 be a interest from the date of dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Property of Coot County Clert's Office

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 describe of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Bastower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of a nortization of the sums secured by this Security Instrument granted by Lender to any successor la interest of Borrower's hall not operate to release the liability of the original Borrower or Borrower's successors in interest. l'ender shall not be required la commence praceedings against any successor in interest or refuse to extend time for payment or otherwise and Different amortization of the sums secured by this. Security Instrument by reason of any demand made by the original Borrower or dierrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or proclede 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 blind 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 error (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, forhear 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 there (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 way 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 ixc.e.

If enaction of expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 thir Security Instrument and may invoke any remedies permitted by paragraph 19. If I ender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

Any notice to Borrower provided for in this Security instrument, shall be given by delivering it or by 14. Notices. mailing it by first class mail unless applicable law requires use of another mayor. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Not 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. Borrowo or Lender when given as provided

15. Governing Law; Severability. This Security Instrument shall be governed by federal, aw 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 tenrument 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 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 fien 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 land occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

Property of Coot County Clert's Office

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 fallore 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 webuit 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 aftorneys' fees and costs of title evidence.

20. Lender in Possess and. 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 reno 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 honds

and reasonable attorneys' fees, and then to the turns secured by this Security Instrument.

21. Release. Upon payment of all sums recured 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. this Security Instrument, the covenants and agree supplement the covenants and agreements of this (Check applicable box(cs))		d into and shall amend and
Adjustable Rate Rider	X Condominium Rider	2 · 4 Family Rider
Graduated Payment Rider	Planned Int. Development Rider	
Other(s) (specify)		
BY SIGNING BELOW, Borrower accepts as any rider(s) executed by Borrower and recorded with		•
	BETH & REMUS	-Barrower
		(Scal)
	(Capi)	(Suni)
	-Borrower	-Borrower C
State of Illinois Cook	County sal	-6
I, The Undersigned	a Notary Public in and for said	county 00
and state, do hereby certify that	Beth A. Remus, an unmarried personally known to me to be the same	on person(s)
whose name(s) are subscribed to	the foregoing instrument, appear	vered the
Given under my hand and official se	eal, this 28th day of August	Will BWe Laba.
My commission appires The Marie Publication		100
My Commission input	Notary Public	7

Property of Cook County Clerk's Office

THIS CONDOMINIUM RIDER is made this28	day of AUGUST, 19_89
and is incorporated into and shall be deemed to amend	and supplement the Mortgage, Deed of Trust or Security Deed (the dersigned (the "Borrower") to secure Borrower's Note to
THE PRUDENTIAL HOME MORTGAGE CO	DMPANY, INC.
he "Lender") of the same date and covering the Proper	ly described in the Security Instrument and located at:
	10, IL 60640
the state of the s	erty Address) ndivided interest in the common elements of, a condominium projec
(Name of C	ondominium Project)
he "Condominium Project"). If the owners association sociation") holds title to property for the benefit of crower's interest in the Owners Association and the users.	or other entity which acts for the Condominium Project (the "Owners or use of its members or shareholders, the Property also includes less, proceeds and benefits of Borrower's interest.
CONDOMINIUM COVENANTS. In addition to the covend Lender further crivenant and agree as follows:	enants and agreements made in the Security Instrument, Borrowe
onstituent Documents. The "Constituent Documents"	m all of Borrower's obligations under the Condominium project's are the: (i) Declaration or any other document which creates the ons; and (iv) other equivalent documents. Borrower shall promptly ant to the Constituent Documents.
 "blanket" policy on the Condominium Project which is mounts, for the periods, and against the nazards Lend extended coverage," then: 	ion maintains, with a generally accepted insurance carrier, a "master i satisfactory to Lender and which provides insurance coverage in the er requires, including fire and hazards included within the term
emium installments for hazard insurance on the Proper	5 to maintain hazard insurance coverage on the Property is deemed
Borrower shall give Lender prompt notice of any leas	e in required hazard insurance coverage.
	regue in lieu of restoration or repair following a loss to the Property (s.p.) yable to Borrower are hereby assigned and shall be paid to the paid to the paid to borrower, with any excess paid to Borrower.
C. Public Liability Insurance. Borrower shall take sucl aintains a public liability insurance policy acceptable in	n actions as may be reasonable to insure that the Owners Association form, amount, and extent of coverage to Lender.
onnection with any condemnation or other taking of	aim for dan ager, direct or consequential, payable to Borrower in all or any part of the Property, whether of the unit or of the common a, are hereby assigned and shall be paid to Lender. Such proceeds scurity Instrument as provided in Uniform Covenant 9.
E. Lender's Prior Consent. Borrower shall not, ex	cept after notice to Ler.dor and with Lender's prior written consent,
ther partition or subdivide the Property or consent to: (i) The abandonment or termination of the Cond w in the case of substantial destruction by fire or othe property.	ominium Project, except Ic. at andonment or termination required by ricasualty or in the case of a taking by condemnation or eminent
(ii) any amendment to any provision of the Constit (iii) termination of professional management and	uent Documents if the provision is for the express benefit of Lender; if assumption of self-management of the Owners Association; or rendering the public liability. Insurance occupage maintained by the
nounts disbursed by Lender under this Paragraph Fig strument. Unless Borrower and Lender agree to other t	n dues and assessments when due, then Leridar may pay them. Any thall become additional debt of Borrower secured by the Security erms of payment, these amounts shall bear interest from the date of 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.
Beck Ch. Remus - (Seal	(Seal)
Borrowei	
BETH 6. REMUS A. PXL	
(Seal	
(Seal	
-Borrower	-Borrower

Proberty of Cook County Clerk's Office