BOX 333 - GG

RECORD AND RETURN TO: OFFICAL COPY 7 7

26 JOURNAL SQUARE JERSEY CITY, NEW JERSEY 07306 COUNTY, ILLINOIS FOR PEOPRE

1989 TP 13 FM 12: 54

89429377

89429377

(Space Above This Line For Recording Data) 142994-1

#### MORTGAGE

THIS MORTGA (\*Security Instrument\*) is given on SEPTEMBER 08 LEONORA P. AGUINALDO , A SPINSTER 89 . The mortgager is

("Borrower"). This Security in the ment is given to DELAMARE CORPORATION

AYALA MORTGAGE CORPORATION. A

which is organized and existing under the lows of THE STATE OF DELAMARE 26 JOURNAL SQUARE, JERSEY CITY, NEW JERSEY 07306

. and whose address is

("Lender").

Borrower owes Lender the principal sum of

TWENTY FIVE THOUSAND EIGHT HUNDRED FIFTY AND 00/100----

25,850.00 Dollars (U.S.\$ ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for mouthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 01, 2004 This Security  $I_{ac}$  cument 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 (a) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does no sby mortgage, grant and convey to Lender the following described COOK County, Illinois: property located in

SEE ATTACHED LEGAL DESCRIPTION. PIN 14-05-407-217-1190

UNIT NUMBER 30-G IN HOLLYWOOD TOWERS CONDONINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL SETATIO

LOT 19 TO 23 BOTH INCLUSIVE, AND PART OF LOT 24 IN ELCO 21 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, TOGETHER WITH PART OF THE LAND LYING BETWEEN THE EAST LINE OF SAID LOTS AND THE WEST BOUNDARY LINE OF LINCOLN PARK, ALL IN EAST FRACTIONAL HAUF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDONINIUM RECORDED AS DOCUMENT 24903562 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

which has the address of

5701 NORTH SHERIDAN, #30G

CHICAGO

Dinois

60660 (Kip 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 revered 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 ensumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS-Bingle Family- FNMA/FHLMC UNIFORM INSTRUMENT

Form 8014 12/65

Page 1 of 4

II.40 - 01/60

Burke & Assertates, P.O. - Glesting Services Division

## **UNOFFICIAL COPY**

85425377

CRESSION.

#### 国现代自由环境

POTENTAL BANGAGAS

ការស្រាស់ ស្រាស់ ការសាសក្រាស់ការប៉ុន្មាំ រឿង 1.1. 医生物性炎 自然**特别性** 道位

Oct Colling Clark's Office

Francisco de la constanta o e i Nova e a a basili je je je jedeniki

in a parameter conjugate parameter and a security of the first the second with the contract of the second property of the second property of the second in the contribution of the state of the contribution of the contribution of the contribution of

A construction of the construction of the construction of the construction of the construction.

Form 3616 12/53

UNIFORM COVENANTS, Byrow r and Londer covenant and on of safe llows:

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 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance promiums; and (d) yearly mortgage insurance promiums, 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 shall 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 secrew items. Lender may not charge for helding and applying the Funds, analysing the account or verifying the escrew items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. 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 the purposes of the preceding sentence. Berrower 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 earnings 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 Funda payable prior to the due dates of the encrow items, shall exceed the amount required to pay the encrow items when due, the exceed shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the secrow items who a cue, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in fill of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 10 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 is a credit against the sums secured by this Security Instrument.

3. Application of Pryments. United applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges our 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; Liens. Borrower shall pay all taxes, assessments, charges, fines 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 in the manner provided in paragraph 2, or if not paid in the manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all nations of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender re-alpha evidencing the payments.

Borrower shall promptly discharge any lien which has proving over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation accured by the lien in a manner arceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lenier's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) accures from the holder of the lien ar 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 al all 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 enging 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 amounts 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. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give volumes and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and 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 less it. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to .m. sums secured by this Security Instrument, whother 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 80-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend a vestpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Londer, 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 morger 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 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.

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 payment.

### **UNOFFICIAL COPY**

and the second s

The second of the control of the con 

(x,y) = (x,y) + (x,y

and the state with the state of the second

If Lender required mortging a uran was a condition of making the loan secure by premiums required to maintain the incurance in effect until account time set the equition e feet ity Instrument, Borrower shall pay the ment for the insurance terminates in accordance w Borrower's and Londer's written agreement or applicable law.

- 5. 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 abandaned by Borrower, or if, after notice by Lender to Borrower that the condemnar 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 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 amortisation 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 rime de shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Avigr's Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and bon At the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be just 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 Barrower 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 Decurity 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 reduce a 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 awed under the Note or by making a direct payment to Barrawer. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 18. 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 trate ment shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice e'all be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by that class mail to Lender's address stated herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Se arity Instrument shall be desmed 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 francal 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 giren 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 paracidation Leader's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security ?as', ument. However, this option shall not be exercised by Londer 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 puriod of not less than 30 days from the date the notice is delivered or mailed within which norrower must pay an assure account. Instrument without pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without the pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without the pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without the pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without the pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without the pay the period of the period of

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 C 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 18 or 17.

## The state of the second state of the second of the second

the roll and there is described any of the control

and the second of the second o

A control of the second of the

and the first own are some first partitions of the second

de la companya de la

Section 1997 (1997) Section 1997

 $(x_1, x_2, x_3, \dots, x_n) \in \mathcal{C}_{p_n}(X_n)$ 

(c) The description of the second of the

devices the second of the seco

A Section of the sect AND STREET the second of the second second second restriction (see Early 1994)

The professional and con-The second of the second of th

The Or Cook Colling Clark's Offica so which maked property Electrical Control of the Augustian 1 - 45 To A 5 ។ «អី។ ( ask) ទៅត់!» - - 1 1 · 7.89 · 9.5 and the state of the state of

The Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Comment of the Co

1488 - 1 2.5 

NON-UNIPORM COVENANT I. Borrower as a convert within a convert and extense a following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 19 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

law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less that 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 insurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title

30. 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 bands and reasonable atterneys' 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 Shall pay any recordation costs.

23. Waiver of Fom setead. Borrower waives all right of homestead exemption in the Property.

38. Riders to this executive Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverant, 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))

Adjustable Ha & Fider	Condeminium Maer	N4 Family Rider
☐ Graduated Paymer, Fider	Planned Unit Development R	lder
Other(s) [specify]		
BY SIGNING BELOW, Borrower accepts and ag	rees to the terms and covenants contained	l in this Security Instrument and in any rider(s)
xecuted by Borrower and recorded with it.	0	
	LHONGRA P. AGUZI	Leonara P. aquina (60 (Ban))
		(Seal)
	0	. Berrouer
	<del></del>	(Seal)
	2	(Seal)
		Surrover
- ISpac	o Below This Line For Acknowledgment	/
	•	
		0
		Co

evidence.

STATE OF ILLINOIS

COOK COUNTY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY

AND STATE DO HEREBY CERTIFY THAT LEDMOG P. Hausualdo, a SPA

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S)

SUBSCRIBED TO THE FORGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT SHE SIGNED AND

DELIVERED THE SAID INSTRUMENT AS N'ER FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEA

MY COMMISSION EXPIRES:

# UNOFFICIAL COPYS 7 7

THIS CONDOMINIUM RIDER is made this 08TH day of SEPTEMBER, 19 89, 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 AYALA MORTGAGE CORPORATION,

A DELAWARE CORPORATION

(the "Lender") of the same date

and covering the Property described in the Security Instrument and located at:

5701 NORTH SHERIDAN, #30G, CHICAGO, ILLINOIS 60660

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

#### (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property 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 garee as follows:

A. Condominiv. 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) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Decuments.

B. Hazard Insurance 20 ling 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, in sluding fire and hazards included within the term "extended coverage," then:

(i) Lander 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 Unifor a 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 Londer prompt notice of any lay so in required hazard insurance coverage.

In the event of a distribution of hazard insurince 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 B prower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Porrower.

C. Public Liability Insurance. Borrower shall take at the 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 tamegas, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, which 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 the septiment of the sums secured by the Security Instrument as provided in Uniform Covenant 9.

W. Lender's Prior Consent. Borrower shall not, except after notice to Devder and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandenment or termination of the Condominium Project, except for anandenment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemn atom or eminent demain;

(ii) any amondment 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 Typers Association; or

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursem 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 Alay.

TONORA P. AGUINALIDO INDICA (SE)

5 - 1844 - KK 1

# **UNOFFICIAL COPY**

1. Description of the second [1] I. Laponski, C. Saltania, C. Laponski, Phys. Lett. B 1997, Application of the Computation of the Application of the Appl (A. 14) and the second of the second of the second of the second LMO CARVILLOD MUSIC FOR AN EXand the second of the second o

while was a colline Coul of Course

--- Contracted a transport while the light of

THE THE STATE OF SECTION AND ADMINISTRATION OF SECTION AND ADMINISTRATION OF SECTION AND ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTRATION AND ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTRATION AND ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTRATION AN

an investor good against the confined in the confined of a confined in The state of the second of the Charent Bare, Interest

#### Compared to the Compared Compared Com-

contract week as a collection country interest, but how he seems considered to A CONTRACT BURELANDS Some Control of the C The street, were force than one make the fif

metric of their married an expression of the experience of · Property of the standing will Live Albert to Compatible Dethe contract making the gate South Charles and and the second of the final

en for en en a changa Alliger

His dearest Loft

a server of out of er dig e i degraves erdeg produktioneller volg and finitely out to appear Service Control Paper Symposium

Reservation to the first control of the first e e de la composition de la conferencia C. Vertieraniery G.

Coot County Clarts No. 1. The Control of in the constitution of the grand than to be used to be a front of a sinneer is son to assembly both i a wiji tu wa jinda ja providing a distribution of the section 

1000-04-44-44-5 Color of the boundary of the second

Addition to 

Strategic on a foundation of

where the formula is a surface of the property of the propert an parady bra

and the Managaran and the state of the anti-state of the state of the

"Coloration of Association of the Coloration of