### UNOFFICIAL COPY

89430715

Above This Line For Recording Data) Loan # 184265-4 MORTGAGE August 31st THIS MORTGAGE ("Security Instrument") is given on August 1989 The mort ager is WILSON P. API 3HT and CHRISTINE U. WRIGHT, HIS WIFE ("Borrower"). This security Instrument is given to THE FINANCIAL CENTER OF ILLINOIS, INC. which is organized and existing under the laws of THE STATE OF WISCONSIN 1230 E. DIEHL ROAD TUITE 104, NAPERVILLE, ILLINOIS 60563 and whose address is Borrower owes Lender the princip issum of Fifty thousand and NO/100 - - -50,000.00 Dollars (U.S. \$ ). 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 September 1st, 2019

This Security Instrument paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the devividenced 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 Borro and security Instruments under this Security Instrument and e. Ant. the Note. For this purpose, Borrower does hereby mortgage 6, and and convey to Lender the following described property County, Illinois: located in

PIN # 08-10-201-024-1146

1515 EAST CENTRAL, UNIT 166B

ARLINGTON HEIGHTS [City]

which has the address of

60005

Illinois

12io Codel

("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.

CHRISTINE U. WRIGHT, (Seal) Borrower (Seal) Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, bollower accepts and agrees to the terms and covenants contained in this Security Other(s) [specify] Planned Unit Development Rider Taduated Dayr lent Rider Family Rider Tabis muinimobno 🔀 rabiA sig.7 VansulbA 🗀 Instrument. [Cheek applicable box(es)] supplement in covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security 23, Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of tents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially 20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and coats of title evidence. 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, before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured: breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unitess applicable hav provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the 89. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's MON-UNIFORM COVENAUTS. Borrower and Lender further covenant and agree as follows:

NYBEKAIFTE' IFTINOIS 0020 NOTARY PUBLIC, STATE OF ILLINOIS 10 LISA A. BRENNAN 1230 E. DIEHL ROAD - SUITE OFFICIAL SEVE THE FINANCIAL CENTER OF ILLINOIS, INC. RECORD AND RETURN TO: CHRISTINE M. CIPRÀ This Document Prepared By: My Commission expires: 8/29/Ro **ລຣກ**໓ກ<sub>ິ</sub>ບ to yab Civen under my hand and official seal, this 31st 1989 THE LOUID. free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as THEIR subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that betsonally known to me to be the same person(s) whose nemals? do hereby certify that WILSON P, WRIGHT and CHRISTINE U, WRIGHT, HIS WIFE, a Notary Public in and for said county and state, '] STATE OF ILLINOIS. conuty ss: [Space Below This Line For Acknewir semen Borrower (JESS) BOLLOWER (Isod) this Security in trument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

UNIFORM COVENA VIS Borrower and Lender loven; in a dagrée stollows). Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall p

1. Payment of Principal and Interest; Prepayment and Late Charges. Dorrower 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 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 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 escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. 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 preceding sentence. 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 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 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 Finds 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 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 again. The sums secured by this Security Instrument.

3. Application of Parments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applications, 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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority were his 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 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 lien 'mich has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secures' by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the 1 en 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 over or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements low 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 amounts that 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 sno's 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.

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 pair to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the itself unce carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds of epair 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.

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 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 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.

Comments of the

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

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.

assigned and shall be paid to Lender. 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

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 unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

paid to Borrower. 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, divided by (b) the fair market value of the Property immediately before the taking, Any balance shall be

to the sums secured by this Security Instrument, whether or not then due. given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

payment or otherwise modify anottization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be riqui ed to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower shall to to operate to release the liability of the original Borrower or Borrower's successors in interest. postpone the due of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrover Not Released, Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of an it sation of the sums secured by this Security Instrument granted by Lender to any successor in modification of an of the sums secured by this Security Instrument granted by Lender to any successor in

of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security this Security instrument shall bind an bornessons and assigns of Lender and Borrower, subject to the provisions shall not be a waiver of or preclade the exercise of any right or remedy.

11. Successors and Assiv is Lound; Joint and Several Liability; Co-signers. The covenants and agreements of by the original Borrower or Eo rower's successors in interest. Any forbearance by Lender in exercising any right or remedy

that Borrower's consent. Instrument but does not execute the Maie; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Burrower's interest in the Property and to he letms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; at (c) agrees that Lender and any other Borrower may agree to extend, modify, forbeat or make any accommodations vith, regard to the terms of this Security Instrument or the Note without modify, forbeat or make any accommodations vith, regard to the terms of this Security Instrument or the Note without the Note without

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. It a reft nd reduces principal, the reduction will be treated as a 12. Loan Charges. If the loan secured by the 3 curity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted from charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) at y sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) at y sums already collected from Borrower which exceeded

rendering any provision of the Note or this Security Instrument unenfor sea de according to its terms. Lender, at its option, If enactment of expiration of applicable laws has the effect of 13, Legislation Affecting Lender's Rights. partial prepayment without any prepayment charge under the Mote

VI dqanganaq 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

dqaragraph ni first class mail to Lender's address stated herein or any other address Lender designates by hotice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided Property Address or any other address Borrower designates by notice to Lender. Any active to Lender shall be given by 14. Antices. Any notice to Borrower provided for in this Security Instituted that an active hall be given by delivering it or by first class mail unless applicable law requires use of another method. The notice shall be directed to the

which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the 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 More conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the More conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the More

Note are declared to be severable.

federal law as of the date of this Security Instrument. 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 16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote 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 and Borrower is not a natural interest in it is sold or transferred and Borrower is not a natural

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had 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 Deligation to pay the sums secured by this Security Instrument shall continue unchanged. appreciate that may specify 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 Vole had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

# UNOFFICIAL COPY

LEGAL DESCRIPTION

BUILDING NUMBER 2, UNIT NUMBER 166B IN THE DANA POINT CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND CHEREINAFTER REFERRED TO AS "PARCEL"): LOTS "B" AND "C", TAKEN AS A TRACT, (EXCEPT THE NORTH 306.0 FEET OF THE WEST 350.0 FEET AND EXCEPT THE NORTH 469.65 FEET LYING EAST OF THE WEST 350.0 FEET THURBOR) IN KIRCHOFF'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, THE EAST 1/2 OF THE NORTHWEST 174 OF THE NORTHEAST 174 OF SECTION 10, THE NORTHWEST 1/4 OF THE MORTHWEST 1/4 OF SECTION 11, AND NORTH 10 CHAINS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, ALL IN TOWNSHIP 41 NORTH, RANGE IT EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, THAT PART OF THE WEST 1/2 OF THE NUPLHWEST 1/4, SOUTH OF RAILROAD, OF SECTION 93, THE NORTHWEST 174 DE THE SOUTHWEST 174 OF SECTION 33, THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SOUTH OF RAILROAD, OF SECTION 33, AND THE WEST 14 1/2 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SCUTH OF RAILROAD, OF SECTION 33, ALL IN TOWNSHIP 42 NORTH, RANGE T, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED MAY 22, 1917 IN BOOK 152 OF PLATS, PAGE 15, IN COOK COUNTY, ILLINDIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO A CERTAIN DECLARATION OF CONDUMINIUM OWNERSHIP MADE BY LA SALLE NATIONAL BANK, NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST ASREEMENT DATED APRIL 14, 1958 AND KNOWN AS TRUST NUMBER 22370 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON SEPTEMBER 8, 1978 AS DOCUMENT NUMBER 24618528 TOGETHER WITH AN UNDIVIDED 9.215% INTEREST IN SAID "PARCEL" (EXCEPTING FROM SAID PARCEL ALK THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS SET FORTH AND DEFINED IN SAID DECLARATION AND SURVEY). ALSO EXCLUSIVE RIGHT AND EASEMENT FOR PARKING PURPOSES IN AND TO BUILDING NUMBER 2, GARAGE SPACE NUMBER 278 SOUTH AS SET FORTH AND DEFINED IN SAID DECLARATION AND SURVEY.

THIS CONDOMINIUM RIDER is made this 31st 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 "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

#### THE FINANCIAL CENTER OF ILLINOIS, INC.

(the "Lender")

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

#### 1515 EAST CENTRAL, UNIT 166B, ARLINGTON HEIGHTS, ILLINOIS 60005

[Property Address]

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

#### DANA POINT CONDOMINIUM

[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.

CONDOMINU A COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) [y-] aws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and a resiments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So I'me as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provising a Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of ar, lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance or c eds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrumer, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, unjunt, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance code are 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 disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Wlson P. Wright WILSON P. WRIGHT	(Seal)
WILSON P. WRIGHT	-Borrower
Christine U. WRIGHT, HIS WIFE	(Seal) -Borrower
	(Seal) -Borrower
	(Seal)

(Sign Original Only)

## UNOFFICIALDECOPY

#### Assignment of Rents

Loan # 184265-4

THIS 1-4 FAMILY RIDER is made this and shall be deemed to amend and supplement the Mongage, 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 THE FINANCIAL CENTER OF ILLINOIS, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1515 EAST CENTRAL, UNIT 166B, ARLINGTON HEIGHTS, ILLINOIS 60005

[Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORD No TE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all ren's received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums seculed by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each t mant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the femant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or mair air the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Lender is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any low or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

(Seal)	Wilson P. Wrigh	
-Borrowei	WILSON P. WRIGHT	
(Seal)	ChristineMellight	
Borrowei	CHRISTINE U. WRIGHT HIS WIFE	
(C1)		COOK CORMAN RECOMPER
(Seal) -Borrowe		STLOST-SS-* V & TSM;
-Bullowe		147177 1898 1643 06/13/86 13:58:00
(Seal)		0E61-01
Borrower		

89430715

18 MILLTETATE 1.4 FAMILY PINED

AULTISTATE 1-4 FAMILY RIDER — Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 10/85