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COOK COUNTY, ILLINOIS

1989 JUN 30 12:55

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LOAN NO.: 0000-8766-9

MORTGAGE

BUX 404

\$16.00

THIS MORTGAGE ("Security Instrument") is given on JUNE 29 1989. The mortgagor is DANIEL J. TROCK, AN UNMARRIED PERSON, DEBORAH A. JORDAN, AN UNMARRIED PERSON.

("Borrower") This Security Instrument is given to SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO which is organized and existing under the laws of United States of America and whose address is 3525 WEST 63RD STREET, CHICAGO IL 60629 ("Lender").

Borrower owes Lender the principal sum of SEVENTY FOUR THOUSAND ONE HUNDRED AND NO/100

Dollars (U.S. \$ 74,100.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

REFER TO ADDENDUM ATTACHED HERETO AND MADE APART HEREOF

P.I.N.: 27-23-116-014-0000

which has the address of 8554 WESTBERRY LANE TINGLEY PARK Illinois 60477 ("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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

72-14-141-1

258829

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THIS INSTRUMENT WAS PREPARED BY:
SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION
4062 SOUTHWEST HIGHWAY
HOMETOWN, ILLINOIS 60456
ATTORNEY: MARY A. MCNALLY

BOX 333 - CG

Notary Public

My Commission expires: _____ day of _____, 1987.
Given under my hand and official seal, this _____ day of _____, 1987.
set forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

do hereby certify that DANIEL J. TROCK, AN UNMARRIED PERSON, DEBORAH A. JORDAN, AN UNMARRIED PERSON, personally known to me to be the same person(s) whose name(s) ARE
STATE OF ILLINOIS, _____ County ss: _____ a Notary Public in and for said county and state.

[Space Below This Line for Acknowledgment]

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower
DEBORAH A. JORDAN

(Seal) - Borrower

(Seal) - Borrower
DANIEL J. TROCK

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

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

NON-ENFORCEMENT COVENANTS: Borrower and Lender further covenant and agree as follows

19. Acceleration Remedies: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession: Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead: Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument: If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

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

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days for 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. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower and Lender agree as follows:

1.1 Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note 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 attach priority over this Security Instrument, and (b) yearly leasehold payments or ground rents on the Property, if any. These items are called "escrow items." Lender may estimate the Funds due on the mortgage insurance premium, 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. 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 Funds 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.

Lump sum payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amount 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 attach 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 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 which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured 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 attach 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 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 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 Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 amount 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.

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LOAN NO.: 0000-8766-9

BORROWER/ENTITY: DANIEL J. TROCK

LEGAL DESCRIPTION

Agendum

UNIT NUMBER 8554 IN WESTBERRY VILLAGE UNIT NUMBER 3 CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE CERTAIN LOTS IN WESTBERRY VILLAGE UNIT NUMBER 3, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY STANDARD BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 3, 1976 AND KNOWN AS TRUST NUMBER 4449 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT 88148707 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE ABOVE MENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENT RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

8554 WESTBERRY LANE
FINLEY PARK, IL 60477

P.I.N.: 27-23-116-014-0000

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UNOFFICIAL COPY CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29th day of JUNE 1989 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust and Security Instrument "Security Instrument" of the same date given by the undersigned Borrower to the Lender.

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO, Lender of the same date and covering the Property described in the Security Instrument and located at 3554 WESTBERRY LANE TINLEY PARK, IL 60477

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

WESTBERRY VILLAGE

(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 of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the assets, proceeds and interests of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the Declaration of Condominium, the Declaration which creates the Condominium Project, any rules, regulations and bylaws of the Condominium Project, and any other documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains with a primary underwriter a "master" or "blanket" policy of hazard insurance for the Condominium Project which is satisfactory to Lender, Lender shall not require coverage in the amounts, for the periods, and against the hazards Lender requires for individual units, and coverage included within the term "extended coverage" of the

(i) Lender waives the provisions of Uniform Codebook 21 for the term of the payment of the premium and within the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Codebook 21 for the term of the payment of the premium on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association.

Borrower shall give Lender prompt notice of any hazard insurance policy cancellation.

In the event of a distribution of hazard insurance proceeds to the Condominium Project, proceeds shall be distributed to the Property, whether to the unit or to the common elements, and proceeds payable to Borrower shall be promptly distributed and paid to Lender for application of the sums secured by the Security Instrument with any proceeds payable to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be necessary to ensure that the Owners Association maintains a public liability insurance policy acceptable to Lender.

D. Condemnation. The proceeds of any award or claim for damages, or any insurance proceeds, in connection with any condemnation, loss, total taking of all or any part of the Property, whether to the unit or to the common elements, or for any conveyance in lieu of condemnation, are hereby assigned to Lender. The Security Instrument shall be applied by Lender to the sums secured by the Security Instrument, as provided in the Security Instrument.

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, or any amendment or termination required by law in the case of substantial destruction by fire or other casualty, or the release of the Property from eminent domain;

(ii) any amendment to any provision of the Constituent Documents, if the amendment is not to the express benefit of Lender;

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

(iv) any action which would have the effect of rendering the public liability insurance coverage obtained 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 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 at the rate of disbursement at the Note rate and shall be payable, with interest, upon demand from Lender to Borrower by cash payment.

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

Daniel J. Froth
DANIEL J. FROTH

(Seal)
Borrower

Deborah A. Jordan
DEBORAH A. JORDAN

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Sign Original Only)

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER shall be read in conjunction with the Condominium Declaration, the Condominium Bylaws and the Condominium Rules and Regulations, the Master Deed, the Declaration of Condominium, the Security Instrument, the Condominium Covenants and the Borrower's Note, all of which are hereby incorporated by reference into this Security Instrument.

The Property is located at [Address] and is more particularly described in the Condominium Declaration, the Condominium Bylaws, the Condominium Rules and Regulations, the Master Deed, the Declaration of Condominium, the Security Instrument, the Condominium Covenants and the Borrower's Note, all of which are hereby incorporated by reference into this Security Instrument.

The Property includes a unit and together with all other units that constitute the [Project Name] as more particularly known as [Project Name]

of the Condominium Project. The Borrower's association is the [Association Name] and the Borrower is a member of the "Owners Association" of the [Project Name] and the Borrower's association is the [Association Name] and the Borrower's association includes Borrower's interest in the [Project Name] and the Borrower's association is the [Association Name].

CONDOMINIUM COVENANTS. This agreement is subject to the covenants and restrictions contained in the Security Instrument, Borrower and Lender, and other covenants and restrictions that may apply.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The Constituent Documents include the Condominium Declaration, the Condominium Bylaws, and the Condominium Rules and Regulations. Borrower shall promptly pay when due all assessments and contributions due to the Condominium Project.

B. Hazard Insurance. Borrower shall maintain an "owner's policy" of hazard insurance with a "master" policy covering the Condominium Project. The policy shall cover the full replacement cost of the Property and shall provide coverage for the amounts of the deductibles and amounts of the deductibles. The policy shall be a standard policy and shall be issued within the term extended coverage.

Lender warrants that the policy shall be maintained for the term of the loan and shall provide coverage for the full replacement cost of the Property and shall provide coverage for the amounts of the deductibles and amounts of the deductibles.

Borrower shall give Lender a certificate of insurance and shall provide a copy of the policy to Lender.

C. Public Liability Insurance. Borrower shall maintain a public liability insurance policy covering the Condominium Project. The policy shall cover the full replacement cost of the Property and shall provide coverage for the amounts of the deductibles and amounts of the deductibles.

D. Condemnation. Borrower shall maintain a condemnation insurance policy covering the Condominium Project. The policy shall cover the full replacement cost of the Property and shall provide coverage for the amounts of the deductibles and amounts of the deductibles.

E. Lender's Prior Consent. Borrower shall not, except after the prior written consent of Lender, sell, lease, convey, or otherwise dispose of the Property or any interest therein.

the amendment, termination of the Condominium Project, or the abandonment of the Property, if any, required by law in the case of substantial destruction by fire or other cause of loss, or in the case of eminent domain.

any amendment to any provision of the Constituent Documents, or any amendment to the agreement between Lender and Borrower.

any termination of professional management and assumption of responsibility by the Owners Association, or

any act in which would have the effect of rendering the public liability insurance policy 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 shall be added to the debt of Borrower under the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be due at the date of disbursement at the [Rate] rate and shall be payable, with interest, upon notice from Lender to Borrower by first-class mail.

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

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)
(Sign Original Only)

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CONDOMINIUM RIDER

THIS COVENANT, CONDITIONS AND AGREEMENTS shall be subject to the terms, conditions, covenants, conditions and restrictions of the Security Instrument and the Condominium Declaration, and shall be read in conjunction with the Security Instrument and the Condominium Declaration. The Security Instrument and the Condominium Declaration are hereby incorporated by reference into this Condominium Rider. If there is any conflict between the terms, conditions, covenants, conditions and restrictions of the Security Instrument and the Condominium Declaration, the Security Instrument and the Condominium Declaration shall control.

The same definitions set forth in the Property Declaration and the Security Instrument shall apply to this Condominium Rider.

The Property includes, together with all rights and interest therein, the following described interests and interests therein known as:

(the "Condominium Project") together with all rights and interest therein, the following described interests and interests therein known as: "Owners Association" which is a non-profit corporation organized under the laws of the State of Illinois. The Condominium Project includes Borrower's interest in the Owners Association and all rights and interest therein. The Condominium Project also includes:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements contained in the Security Instrument, Borrower and Lender, together with all interest therein, shall be bound by the following:

A. Condominium Obligations. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration.

B. Hazard Insurance. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration.

Lender waives the right to require the payment of all assessments levied by the Condominium Project's Condominium Declaration. Lender waives the right to require the payment of all assessments levied by the Condominium Project's Condominium Declaration.

Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration.

In the event of a disaster, the Condominium Project's Condominium Declaration shall be amended to provide for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Lender shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration.

C. Public Liability Insurance. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration.

D. Condemnation. In the event of a disaster, the Condominium Project's Condominium Declaration shall be amended to provide for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Lender shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration.

E. Lender's Prior Consent. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration. Borrower shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration.

the abandonment or termination of the Condominium Project's Condominium Declaration shall be subject to the terms, conditions, covenants, conditions and restrictions of the Security Instrument and the Condominium Declaration. Lender shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration.

any amendment to any provision of the Condominium Declaration shall be subject to the terms, conditions, covenants, conditions and restrictions of the Security Instrument and the Condominium Declaration. Lender shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration.

termination of professional management and assumption of responsibility shall be subject to the terms, conditions, covenants, conditions and restrictions of the Security Instrument and the Condominium Declaration. Lender shall be responsible for the payment of all assessments levied by the Condominium Project's Condominium Declaration.

any action which would have the effect of rendering the public liability insurance and other insurance maintained by the Owners Association unacceptable to Lender.

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

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

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