

90488650

This instrument was prepared by: MARGARETTEN & COMPANY INC

MORTGAGE 625 NORTH CT. PALATINE IL

THIS MORTGAGE ("Security Instrument") is given on

September

60104682

27th, 1990

The mortgagor is STACY STEVENSON, SPINSTER AND ROGER D STEVENSON, MARRIED

("Borrower"). This Security Instrument is given to MARGARETTEN & COMPANY, INC.

a corporation which is o ganized and existing under the laws of

the State of New Jersey

, and whose

One Ronson Road

Iselin, New Jersey 08830

("Lender").

Borrower owes Lender the principal and of Thirty- Two Thousand, and 00/100

32,000.00). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1st, 2020 . This Security Instrument secures to Lender: (a) the renormant of the debt evidenced by the Note, with interest, and (Il 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 County, Illinois:

mortgage, grant and convey to Lender the following described property located in COOK
PARCEL 1: UNIT 1302 TOGETHER WITH ITS UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON ELEMENTS IN MANTUCKET COVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DICLARATION RECORDED AS DOCUMENT NO. 22957844, AS AMENDED, IN PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26 AND THE EAST 1/2 OF THE SOUTH-EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE USE AND BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22957843 AND AS CREATED BY DEED DOCUMENT NUMBER 23843291, IN TOOK COUNTY. PIN #07-26-302-055-1214 ILLINOIS.

90489650

0EPT-81 RECORDING \$18.
T#1111 TREA 7694 10/05/70 14:48:00
#3190 : 4 #- 911-489650
COOK COUNTY RECORDER \$18.08

which has the address of NANTUCKET 217

SCHAUMBURG, IL 60193

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.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT

MAR-1205 (Rev. 7/87)

Replaces IL-709 (Rev. 7/84) and MAR-1205 (8/86)

Form 3014 12/83

PALATINE, IL 60067 625 NORTH COURT, 3RD FLOOR MARGARETTEM & COMPANY, INC.

MAIL 10:

MA COMMISSION EXBIBES 3/8/84 NOTARY PUBLIC, STATE OF ILLINOIS CANDACE PIETSCHMANN PABS OFFICIAL

My Commission expires:

nedmetq*2

day of

Given under my hand and official seal, this **514**P

free and voluntary act, for the uses and purposes therein set forth. before me this day in person, and acknowledged that he, she, they signed and colivered the said instrument as his, her, their, personally known to me to be the same person(s) whose name(s) is(are) sucscribed to the foregoing instrument, appeared

> YTULA) N.
>
> Said cour
>
> 127 STACY STEVENSON, SPINSTER AND ROBER D STEVENSON, MARRIED I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS,

and in any rider(s) executed by Borrower and recorded with it.

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

Condominium Rider

Occupancy Rider

ment the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supple-23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

UNOFFICIAL CORY .

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and in-

terest 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 (in-

cluding 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 on cedited 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 re-

quired 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 9 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 the ender, any Funds held by Lender at the time of application as a credit against the sums secured by this

Application of Payments. On a sapplicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under

paragraph 2; fourth, to interest due; and last, to principal due.

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 I aschold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that member, Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment. shall promptly furnish to Lender all notices of an oun's to be paid under this paragraph. If Borrower makes these payments directly, Bor-

rower shall promptly furnish to Lender receipts e idencing 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 Langer'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. Borrow r shill 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 new existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any one 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 Bor-

rower subject to Lender's approval which shall not be unreasonably withhold

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 prompt'y 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 Lende 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 for lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be copiled to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Pioperty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may code at 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 shrul 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 incoming 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 substanting change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall control 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

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.

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. rower'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

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 Instrument without

not limited to, receiver's tees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security inby Lender or the receiver shall be applied first to payment of the coats of management of the Property and collection of tents, including, but enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any tents collected

may result in accessing to the sums secure by the right to religate after accessing the fight to assert in the foreclosure by judicial proceeding and sais of the right to religate after accessing the fight to assert in the foreclosure proceeding the nonice state in the foreclosure by a fight to rany other letters of a borrower to a accessing the remark to the default is not cured on or before the appearance of a she notice, Lender at its opion may require immediate payment in the formit is not cured on or before the special proceeding. Lender shall be entitled to collect all expenses incurred in purature in the novided 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 to I any special or the procession, by agent of by judicially appointed receiver) shall be entitled to entitled to be proceeding the procession of and manage the Property including those past due. Any tents collected entit upon, take possession of and manage the Property including those past due. Any tents collected enter upon, take possession of and manage the Property including those past due. Any tents collected and enter the Property including those past due. Any tents collected and enter the Property including those past due. Any tents collected to enter upon, take possession of any angered the Property including the resistence of the collected collected the context of the forecleted for the property including the resistance. agreement in this Security: (a) the default (b) the action required to care the action of the control of any covenant or following Borrower's tree, of any covenant or like Security Instrument (b) the action required to care the default (b) the action required to care the default (c) the action for acceleration of the date, not less than 30 days from the date (b) enotice is given to Borrower, by which the default must be cured; and (d) that failure to care the default on or before the date specified in the notice is given to Borrower, by which the default must be cured; and (d) that failure to care the default on or before the date specified in the notice in any result in acceleration of the date specified in the notice and the high in acceleration of the forestoure nonceeding and sale of the Property. The notice shall further lators borrower of the days to relative and the right to essent in the forestoure nonceeding and the house and notice shall further lators between the days of the days to relative and the right to essent in the forestoure nonceeding and the house shall further lators. NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

the case of acceleration under paragraphs 13 or 17.

curred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys! It is a do takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Proper'; and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this fecurity Instrument and the obligations secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this right, o reinstate shall not apply in the secured hereby shall remain fully effective as if no acceleration had occurred. However, this right, to reinstate shall not apply in the secured hereby shall remain fully effective as if no acceleration had occurred. However, this right, to reinstate shall not apply in instrument and the Mote had no acceleration occurred; (b) cures any default of any other covenants of agreements; (c) pays all expenses inforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment en-Security Instrument discontinued at any time prior to the earlier of; (a) 5 days (or such earlier days time prior to the earlier of; (a) 5 days (or such earlier of the sapplicable law may specify for 18. Borrower's Right to Reinstate. Il Borrower meets certain conditions, Borrower stall have the right to have enforcement of this

further notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of accel...s'ion. 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 tem dies permitted by this Security Instrument without

this said the provisions of this Security Instrument and the Note (re leciated to be severable.

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

17. Transferr of the Property or a Beneficial Interest in Borrower is real or any part of the Property or any interest in it is sold or transferred (or if a beneficial instrest in Borrower is sold or transferred and B strower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all transferred by this Security Instrument. However, this option shall not be created by the security Instrument. However, this option is a shall not be experised by Lender if exercises is prohibited by federal law as for the date of this Security Instrument.

If Lender exercised by Lender in Lender shall give Borrower notice of accel...(a). The notice shall provide a period of not less than 30

19. Godees. Any notice to borrower provided by instrument shall be given by desireting it of by maning it by mail unless applicable law requires use of anoth it my thod. The notice shall be directed to the Property Address or any other address are decired by mail unless applicable law requires us notice to borrower. Any notice to provided for in this Security Instrument shall be deemed to have been given to Borrower by notice to Borrower. Any notice or provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraphs.

15. Governing Law: Severability. This Security Instrument or the detect and the law and the furisdiction in which the Property is located, in the event that any provision or clause of (m) Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Rote conflicts with applicable law, such conthict and the provisions of this Security Instrument of the Rote (re Jeelsted to be severable.

partial prepayment without any prepayment charge under the flotte.

13. Legalation Affecting Lender's R Pats. If enactment or expiration of applicable laws has the effect of rendering any provision of the flotte or this Security Instrument unenforces/le according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and my invoke any temedies permitted by paragraph 19. If Lender exercises this option, Lender all the second paragraph 17. It is not to by mailing it by first class a half take the steps specified in the second paragraph 17.

It is not to be a second paragraph 17. In the second paragraph is a first class of the follower pay delivering it by first class of mailing it by first class of mailing it by first class of mailing it by first class of any course provided to the Property Address or any other address Borters and included the course of any other address or any other address and mail unless anothers and the my other address or any other address or any other address and mail unless another address or any other address or any other address.

the principal owed under the Note or (3) making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as 🔾 then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing. finally interpreted so that the present of other loan charges collected or to be collected in connection with the loan exceed the permitted limits.

12. Loun Charges, Mic loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is

without that Borrower's consent. tower may agree to exten I, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; and (c) agrees that Lender and any other Boror remedy shall not ne a waiver of or preclude the exercise of any right or remedy shall not ne a waiver of or preclude the exercise of any right or remedy shall not ne a waiver of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph IV. Borrower's coverants and assigns this Security Instrument but does not execute the Mote; (a) is co-and agreements shall be joint and several. Any Borrower who co-signs this focutive instrument but does not execute the Mote; (a) is co-and agreements shall be joint and several. Any Borrower who co-signs this focutive in the Property under the terms of this Security.

reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbeatance by Lender in exercising any right ceasor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any suc-Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower 301 Released; Forbestrance By Lender 301 a Walver. Extension of the time for payment or modification of amorrization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the requirement secured by this Security Instrument granted by Lender that have not secured by this Security Instrument granted by Lender that have not secured by this Security Instrument granter in interest of Borrower shall not operate to release the requirements of Borrower shall not operate to release the requirements.

whether or not then due.

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 setthe aciaim 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,
what has proceeded, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument,

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions:

CONDOMINIUM RIDER

60104682

THIS CONDOMINIUM RIDER is made this

27th

day of

September 1990

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 MARGARETTEN & COMPANY INC, a componation

organized and existing under the laws of the state of New Jersey

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 217 NANTUCKET, SCHAUMBURG, IL 60193

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

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property ich 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 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) 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 Documents. B. HAZARD INSURANCE. So long 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 hazar(s) ender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender 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 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 any lapse in required hazard insurance coverage

In the event of a distribution of hazard insurance 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 Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, 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, amount, 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.

MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

MAR-6017 Page 1 of 2 (Rev. 5/87)

Form 3140 12/83

Replaces NA-949 (Rev. 2/86) and MAR-6017 (7/86)

MOTEISTATE CONDOMINIOM RIDER—SINGTE FAMILY—FAMA/FHLMC UNIFORM INSTRUMENT

(8811) T100-RAM bus (8815 - vs.R) 694-AN assaign

MAR-6017 Page 2 of 2 (Rev. 5/87)

Rider

rower requesting payment.

Form 3140 12/83

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required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemna-(i) the abandonment or termination of the Condominium Project, except for abandonment or termination

tion or eminent domain;

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

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

BY SIGNING BELOW. Bortower accepts and agrees to the terms and provisions contained in this Condominium

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by 10

the Owners Association unacceptable to Lender.

from the date of distrursement at the Note rate and shall be payable, with interest, upon notice from Lender to Bor-Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest Any amount: disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.

of Lender;

consent, either partition or subdivide the Property or consent to: E. I.ENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written

Box 370

X

OCCUPANCY RIDER

60104682

THIS OCCUPANCY RIDER is made this 27th day of September, 1990 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 MARGARETTEN & COMPANY, INC.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 217 NANTUCKET , SCHAUMBURG , IL 60193

OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "lock") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refinancing) with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan approvas, including but not limited to the amount of the required down payment, could be materially different if I were to reside elsewhere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reason; bt period of time after loan settlement and continue to occupy the Property for a reasonable period of time thereafter. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the int mtions of the Lender to make an "owner-occupant loan" and not an "investor loan." Lender specifically relied on this representation, warranty and covenant in determining to make the Loan to Borrower and selling such Loan in the secondary market. In the event Borrower shall fail to occupy the Property as aforesaid, then, in accordance with Paragrash 19 hereof, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and pursue any other remedies permitted hereunder. Notwithstanding the foregoing, if the Federal Home Loan Mortgage Corporation ("FHLMC") buys all or some of the Lender's rights under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or effect so long as FHLMC, or any of its successors and or assigns, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from E42MC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be fully enforceable against Borrower by Lender.

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

'Q _A ,
Hacy Stevenson
Roga D Stevenson
ROGER D STEVENSON

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Property of County Clerk's Office