

UNOFFICIAL COPY

NON-UNIFORM COVENANT. S. 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)]

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

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.

Lucie M. Singh

Linda Speckman

(Seal)
Borrower

(Seal)
Borrower

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS..... }
COUNTY OF COOK } SS:

I, the undersigned....., a Notary Public in and for said county and state, do hereby certify that.....Lucie M. Singh, a single woman, and Linda Speckman, Married Women personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be.....their..... free and voluntary act and deed and that (his, her, their)

they.....executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this day of August, 1990.

My Commission Expires:

"OFFICIAL SEAL"
Timothy J. Collins
Notary Public, State of Illinois
My Commission Expires 2/13/94

(SEAL)

Notary Public

This instrument was prepared by Jill Brickman, 1 Constitution Dr., Aurora, Illinois 60506.

44771

MAIL TO: RIVER VALLEY SAVINGS BANK, 1 CONSTITUTION DRIVE, SUITE 301, AURORA, IL 60506

UNOFFICIAL COPY

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 sum 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 (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

00530881

90283275

UNOFFICIAL COPY

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.

7. Protection of Lenders' Rights in the Property; Alteration 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 Lenders' rights in the Property, unless Lender agrees to the merger in writing.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or subdivide the Property, allow the Property to deteriorate or commit waste, if this Security Instrument is on a leasehold, change the Property, all or the Borrower shall not leasehold and Borower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee hold and

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 manner of the payments. If property other than the mortgagor's residence is required to be 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 instrument.

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 of repair is not economic, Lender may collect the insurance proceeds to repair or restore the Property to its pre-damage condition, or Lender may collect the insurance proceeds to repair or restore the Property to a condition which Lender deems reasonably safe and suitable for habitation and occupancy. The amount of insurance proceeds so collected by Lender shall be applied to the repair or restoration of the Property, and the balance, if any, shall be held by Lender as security for the Note and the other obligations of the Borrower under this Agreement.

5. Hazarded 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斟酌地。 Borrower shall be liable for all costs of insurance.

Property which may attain priority over this Security Interest, and leasehold permits or ground rents, if any. Borrower shall pay all obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time due or, if 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

3. Application as a credit against the sums secured by this Security instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender.

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 Fund was made. The Funds are pledged as additional security for the sums secured by

The Funds shall be held in an institution the deposits of which are insured by a federal or state agency (including Leader if Leader is such an institution). Leader shall apply the Funds to pay the escrow items.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments of 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.

UNIFORM COVENANTS. Borrower and Lender covenant as follows:

1888-1890. The author's name is not mentioned.

UNOFFICIAL COPY

9038375

Linda Specman

Jillie H. Stogb

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

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall accrue from the date of instrument, unless Borrower and Lender under this Paragraph F shall become additional debt of Borrower secured by the Security Any amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them, the Owners Association unacceptable to Lender.

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

or (iii) termination of professional management and assumption of self management of the Owners Association; Lender:

(ii) any amendment to any provision of the Constitution Documents if the provision is for the express benefit of eminent domain;

(i) the abandonment or termination of the Constitution Documents, except for abandonment or termination required by law in the case of substantial disability or in the case of a taking by condemnation or

commission, either partial or subdivided the property or concert to: Lender and with Lender's prior written

F. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written

shall be applied by Lender to the sums secured by the Security instrument as provided in Uniform Convention 9. Such proceeds elements, or for any conveyance in lieu of condominium, are hereby assigned and shall be paid to Lender. Such

connection with any condominium or other taking of a. Any part of the Property, whether or of the common

D. Connection. The proceeds of any award, a claim for damages, direct or consequential, payable to Borrower in Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners paid to Lender for a distribution of the sum secured by the Security instrument, with any excess paid to Borrower.

In the event of a distribution of hazard liability insurance or restoration or repairing 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

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

is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(ii) Borrower's obligation under Uniform Convention 5 to maintain hazard insurance coverage on the property the yearly premium installments of hazard insurance on the property; and

(i) Lender wills the provision in Uniform Convention 2 for the monthly payment to Lender of one-twelfth of within the term "extinctive coverage"; then:

Borrower, within the period, and against the hazards Lender requires, including fire and hazards included coverage in the same units for the period, and against the hazards Lender requires, including fire and hazards included "maser" or "blank" coverage. So long as the Owners Association satisfies to Lender and which provides insurance

A. Condominium Documentation. Borrower shall perform all of Borrower's obligations under the Condominium promptly pay, where due, all dues and assessments imposed pursuant to the Constitution Documents.

Project's Constitution Documents. The "Constitutional Documents" are the: (i) Declaration of any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall

and Lender further covenant to the covenants and agreements made in the Security instrument.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security instrument, includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

"(the "Condominium Project"), It the owners association or other entity which acts for the Condominium Project also

known as: Name of Condominium Project.....

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

.....537, West Racine Street, Suite 3B, Chicago, Illinois, 60657. [Address]

.....Ridge, Valley, Bank, FSB.....of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Lender")

01070248

CONDOMINIUM RIDER