90249164

	inace Above this cine For Recording O	
INSTRUMENT PREPARED BY 100 South Fifth Minneapolis, MN 55402	MORTGAGE	
1990 The mortpager is DIANE AME	ment') is given on	MAY 25, PERSON
		. VECTOWN CERTAINS
		- COUNTY RECORDER
THE PRUDENTIAS HOME MORT	('Horrower') This Scoor IGAGE COMPANY, INC EW JERSEY and w UTTE 1400, CLAYTON	ity Instrument is given to, which is organized and existing hose address is
Borrower awe dender the principal unit of NOV 100		Quinting parties and continues a continue of the continue of t
paid earlier, does and payable on JUNS secures to Tender: (a) the repayment of the modifications; (b) the payment of all other subsecurity historium (a) the performance of the performa	ent ('Note'), which provides  01, 2020  Le'n evidenced by the Note, mas with interest, advanced use of Parrower's covenants and hereby marty, ge, grant and co	Days debt is evidenced by Borrower's mole- for monthly payments, with the full debt, if not this Security Instrument with interest, and all renewals, extensions and inder paragraph 7 to protect the security of this Lagreements under this Security Instrument and onvey to Lender the following described property
located in		
SEE SCHEDULE A ATTACI	AED HERETO AND MAD	-90-24916;
THI	S IS A PURCHASE MO	ONEY MORTGAGE
THE MORTGAGOR(S) AGREE TO EXCEED FOUR (4) CENTS FOR THAN FIFTEEN (15) DAYS IN IN HANDLING DELINQUENT PAR	EACH DOLLAR (\$1.0 ARREARS TO COVER	T SERVICE CHARGE NOT TO OO) FOR EACH PAYNENT MORE THE EXTRA EXPENSE INVOLVED
which has the address of	OVER 2N	CHICAGO
	(Street) ('Propurty Address');	(City)
(2)(Code: TOGEFHER WITH all the improver	nents now or hereafter creck and gas rights and profits, y	ed on the property, and all casements, rights, water rights and stock and aff fixtures now or se covered by this Security Instrument. All of the

UHS 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.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortpage, 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

Form 3014 12/03

encumbrances of record.

foregoing is referred to in this Security Instrument as the 'Property.'

1. Payment of Principal and Interest; Prepayment and Late Charges. Horrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable haw 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 ("Lunds") report to pre-twellth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly teasehold payments or ground tents 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 Lands shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender it Lender is such an institution). Lender shall apply the Funds to pay the excrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the excrow items, unless Lender pays. Borrower interest on the Lunds and applicable faw permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Lunds. 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 Lunds. 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 Lunds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Londs held by Lender, together with the future monthly payments of Londs payable prior to the due dates of the excrossitence, shall exceed the amount required to pay the excrossitence when due, the excess shall be, at Horrower, soliton, either promptly repaid to Borrower or credited to Borrower on monthly payments of Londs. If the amount of the Colds held by Lender is not sufficient to pay the excrossitems when due, Borrower shall pay to Lender any amount necessary of make up the deficiency in one or more payments as required by Lender.

Upon parmy or in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower and Lunds held by Lender. If moder paragraph 19 the Property is sold or acquired by Lender. Lender shall apply, no later than immediately py or o 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 Proments. Unless applicable has provides otherwise, all payments received by Tender under paragraphs I and 2 shall be a pixel. this, to late charges due under the Note; accound, to prepayment charges due under the Note; third, to amounts pay 35° under paragraph 2; fourth, to interest due; and last, to principal due

4. Charges; Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prior by assert this Security Instrument, and leavehold payments or ground rents, it any Borrower shall pay these obligations by the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person young 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.

Botrower shall promptly discharge any 'en which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation societed by the lien in a manner acceptable to I ender, th) contests in good faith the lien by, or defends against enforcement of the lien in, lepal proceedings which in the I ender sopinion 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 I ender subordinating the lier to his Security Instrument. If I ender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. I ender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or the one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improve ned is now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extend d'coverage" and any other hazards for which I ender requires insurance. This insurance shall be maintained in the amounts and for the periods that I ender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All manance policies and renewals shall be acceptable to 4 ender and shall include a standard mortgage clause. Vender shall have the right to hold the policies and renewals. If 1 ender requires. Borrower shall promptly give to 1 ender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and 1 ender. Tender may make proof of loss if not made promptly by Borrow.

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 economically feasible and Lender's security 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 are 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 Broan period will begin when the notice is given.

Unless United and Borrower otherwise agree in writing, any application of proceeds to principal stall 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 Unider. 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 iromediately 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 bankruptey, probate, for condemnation or to enforce laws of 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 fien 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 assemble disturred 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 be ar interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting parameter.

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 Horrower 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 I ender.

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. Horrower 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 Borrover

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 lits 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 Horrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the doc date of the monthly payments referred to in paragraphs. I and 2 or change the amount of such payments.

10. Boy over Not Released; Forbearance By Lender Not a Walver. In trension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in integral 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 medily, amortization of the sums secured by this. Security Instrument by reason of any demand made by the original Borrower's Successors in interest. Any forhearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy

11. Successors and Asigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Securit. In arouncut shall bird, and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 1%. Borrower's covenants and agreements shall be joint and several. Any florrower 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 sinterest 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 I ender 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.

If the foar seemed by this Security historment is subject to a law which sets maximum foan 12. Loan Charges. charges, and that law is finally interpreted so the are interest or other hom charges collected or to be collected in connection with the foan 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, any on 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 Noticiar by making a direct payment to Borrowe. Let refund reduces principal, the reduction will be treated as a partial preparament without any prepayment charge under the Say

13. Legislation Affecting Lender's Rights. If chactiners or expiration of applicable taws has the effect of rendering any provision of the Note or this Security Instrument, uncatorceable according to its terms. Lender, at its option, may require nomediate payment in full of all sums secured by this accurry fustrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall also the steps specified in the second paragraph of

paragraph C

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

15. Governing Law; Severability. This Security Instrument shall be governed by rederal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this ", unity Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Sect (ity Listrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this is also histerment 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 S curity Insurancent. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

interest in it ( ) old or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender il exercise is prohibited by tederal law as of the date of this Security Instrument

If I ender exercises this option, I ender shall give Borrower notice of acceleration. The notice shall provide a period of not less (6.0). 30 days from the date the notice is delivered or mailed within which Borrower must pay all soms secured by this Society by frament. It Borrower fails to pay these sums prior to the expiration of this period. Lender may myoke any

remedies pero cord 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 this Security Instrument discommined at any time prior to the earlier of: (a) 5 days (or such other period, as may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this applicable for Security Instrument, or (b) entry of a judyment enforcing the Security Instrument. Those conditions are that Borrower, (a) pays Lander all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; the cores any default of any other coscinants 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 I ender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to me, the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, it a Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration, had occurred. 15 sever, this right to reinstate shull not apply in the case of acceleration under paragraphs 13 or 17.

## UNOFFICIAL COPY ...

NON-UNIFORM 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, forcelosure 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 forcelosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forcelosure. 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 Letrument without further demand and may forcelose this Security Instrument by judicial proceeding. Lender shall be eatified to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not landed to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Poisessian. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of the 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 honds

and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of a sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Horrower shall my any recordation costs.

22. Waiver of Homestead. Horrower 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 Society Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Adjustable Rate Rider	[X] Ci	ntominiu . Rider	2 4 bamily Rider
Graduated Payment Rider	Pa	p ied Unit Development Rider	
Other(s) (specify) Occupancy	Rider	Mr.	
BY SIGNING BELOW, Borrower accepts an any rider(s) executed by Borrower and recorded will		the terms and covenants confains	ed in this Society Instrument and
	(Seal) Borrower	DIANE AMENA	(Ser Outros
	(Sen)) -Borrower	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(Sea
	(Senl)		(Sea
(Space)	e Below Tris (	ine For Acknowledgement)	The state of the s
State of Illinois,		County sa:	
the undersigned		a Notary Public in a	and for said county and state,
to hereby certify thatDIANE AMENT, AN			
personal			tose name(s)is
cribed to the foregoing instrument, appeared before			چ
igned and delivered the said instrument as		•	<b>№</b>
OFFICIAL SEAL " Given under my hape and minist addivities NOTARY PUBLIC STATE OF ILLINOIS Ay Commission Mycommission EXPIRES 6/21/92			1990

UNIT 2 AS DELINEATES IN A PLAT OF EUR PLOT, THE BOLLOWING DESCRIPTION REAL PESTATE:

LOTS 34 AND 35 IN SUNNYSIDE ADDITION TO SHERIDAN PARK, A SUBDIVISION OF THE SOUTH 663 FEET OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF LYING EAST OF GREEN BAY ROAD (OR CLARK STREET) (EXCEPT THE SOUTH 33 FEET THEREOF) IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY WORTH BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1978 AND KNOWN AS TRUST NUMBER 2624, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 24363683, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS

TAX I.D. #: 14-17-17:033-1003

and is incorporated into and shalf 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 Secretain Note to THE PRUDENTIAL HOME MORTGAGE COMPANY, THE.
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
4424 N. DOVER 2N. CHICAGO, IL 60640
(Property Address)  The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
SUNNYSIDE ADDITION TO SHERIDAN PARK
(Name of Condominum Project)
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the bonofit or use of its members or shareholders, the Property also include 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, Borrowe and Lender further covenant and agree as follows:
A. Condominium Origations. Borrower shall perform all of Borrower's obligations under the Condominium project' Constituent Documents, The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project, (ii, blaws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptle pay, when due, all dues and accessments 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 Comminium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term
*extended coverage,* then:  (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twellth of the year!
premium installments for hazard insurance on the Property, and  (ii) Borrower's obligation under Un form Covenant 5 to maintain hazard insurance coverage on the Property, is deemed satisfied to the extent that the required cover us is provided by the Owners Association policy.
Borrower shall give Londer prompt notice of any lipse in required hazard insurance coverage.
In the event of a distribution of hazard insurance proceeds in lieu of i restoration or repair following a loss to the Property whether to the unit or to common elements, any procedus 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 datables, direct or consequential, payable to Borrower is connection with any condemnation or other taking of all or any juri of the Property, whether of the unit or of the commor elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
E. Lender's Prior Consent. Borrower shall not, except after notice to Letter and with Lender's prior written consent either partition or subdivide the Property or consent to  (i) The abandonment or termination of the Condominium Project, except to abandonment or termination required by
taw in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.  (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender
(iii) termination of professional management and assumption of self-management of the Owners Association; (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this. Paragraph F. shall become additional debt of Borrower succeed by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender, to Borrower, Equesting payment
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider
(Soal)
DIANE AMENT
(Seal) (Seal)
-Borrower Borrower
(Seat) (Sont) Borrower Barrows

## UNOFFICIAL COPY

OCCUPANCI RIDER

THIS OCCUPANCY RIDER is made 25 MAY, 1990 , and is incorporated into and amends and supplements the Mortgage, Doed of Trust or Security Doed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's note to

THE PRUDENTIAL HOME MORTGAGE COMPANY, INC.

(the "Lender") of the same date. (the "Note") and covering the property described in the Security Instrument and located at

PROPERTY ADDRESS

4424 N. DOVER , UNIT 2N

CHICAGO, IL 60640

#### OCCUPANCY AGREEMENTS

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

- 1 Borrower at knowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary residence. Lender makes non-primary residence loans on different terms.
- 2. The Borrower desires Lender to make this loan to Borrower.
- 3 Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary residence and the Borrower will so occupy this property as its sole primary residence within sixty (60) days after the date of the Security Instrument.
- 4. If Borrower breaches this promise to occupy the property as Borrower's primary residence, then Lender may invoke any of the following ramedes, in addition to the remedies provided in the Security Instrument:
  - A Power of Safe,
  - B. Decrease the term of the loan and adjust the monthly payments under the Note accordingly.
  - C. Increase the interest rate and adjust the contrily payments under the Note accordingly,
  - D. Require that the principal balance be reduced to 90% of the lessor of the original purchase price or the appraised value.

### CONFLICTING PROVISIONS

Borrower agrees that if the provisions of this Rider conflict with the printed forms in the Security Instrument and/or the Note, then the provisions of this Rider will control.

#### TERMINATION OF AGREEMENT

The provisions of this Rider shall terminate and end upon the sale and perchase of the Note secured by this property to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation if the Security Instrument is assigned to another lender, this Rider may, at the option of the assignee, be terminated.

IN WITNESS WHEREOF, Borrower has executed this Occupancy Rider.

Borrower			Dis Co	2 Com	
Dorrower			DIANE AMENT	CO	
Borrower	and the second s	Borro	wer		
STATE OF	ELEINOIS	) ) ss.			
COUNTY OF	COOK	)			
				5	

" OFFICIAL SEAL "
DEE CALHOUN
NOTARY PUBLIC, STATE OF ULINOIS
MY COMMISSION EXPIRES G/2V92

Notary Public

## UNOFFICIAL @OPY 6 4

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THE	RANTOR	S. RALER D. J.	NSEN and DEBRA A. JANSEN, his wife,	2 2
Merc	City	. Moretion Charles	a Cook Same of Illinois	
and o	nd in consider ther good ar	or Pior Control Of Orest oration of TEN D nd valuable consider	County of Cook State of Illinois COLLARS (\$10.00) DOLLARS erations in hand paid.	
CON	VEY and W	ARRANT toRI	CARDO RODRIGUEZ	
of the	CTEY	Chi cago	County of Cook State of Illinois situated in the County of Cook, in the State of Illinois	TO ONE THE PROPERTY OF THE PRO
to-wit			, ••••••	1
DEMI OF 1	PSTER "L" THE NORTH	TERMINAL 2ND WEST QUARTER	IN THE NORTH SIDE REALTY COMPANY'S ADDITION, A SUBDIVISION OF THE WEST HALF OF SECTION 16, TOWNSHIP 41 NORTH, RANGE CIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	
TAX	. I.D. #10	0-16-113-05	c	
PROI	PERTY ADDR	RESS: 9324 No	-90-24916.	5
\ \	EKII ADDU		Greve, Illinois	."
S SUB.	JECT TO:		nditions and restrictions of record; real estate taxes for 1989 and ars.	ę.
0				<b>3</b>
9				€. €.
	4		ars.	BARS STATE
			4	E E
			()	
hereb	y releasing a	nd waiving all rig	hts under and by virtue of the Horsestead Exemption	
Laws	of the State	of Illinois.	. vep 01 recording . Thm44 tran 4624 0	\$13 8,79,70 15,77,8
			#329? # >> <del>**</del> 9	0-24916
			COOK COUNTY NECO	RDER
DATE			day of	
A K	alphi D/	ansen	(Soal) & Debra a Janaen (1601)	
RALF	PH'D. JANS	EN	DEBRA A. JÁNSEN	
	,		(Seal)/(Seal)	
	NOTE:	PLEASE TYPE OR	PRINT NAME BELOW ALL SIGNATURES.	
Ria	ardo Rodr	iguez	7222 C.N. Rogers, Chicago	60645
40 1. 0		of Grantae	Address	Zip
	same as a	ibove	same as above	
<del></del>	Name	of Taxpayer	Address	Zip
Jos	seph A. De		5438 W. Belmont, Chicago, Il.	60641
	Name of Per	son Preparing De	ed Address	Zip

This conveyance must contain the name and address of the grantee, (Ch.115: 12.1) name and address for tax billing, (Ch.115: 9.2) and name and address of person preparing instrument: (Ch.115: 9.3)

1325

# STATE OF ILLINOIS SE. County of Cook

	I, the undersigned, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that	RALPH D. JANSEN and DEBRA A. JANSEN,
	his wife,
personally known to me to be the same person	ons whose names are subscribed to the foregoing distributed
appeared before me this day in person and	acknowledged that they signed, sealed and delivered the said
	net, for the uses and purposes therein set forth, including the release and
waiver of the right of homestead.	, ,
Given under my hand and notarial seal thi	is day of May
	James a selano
	Commission Expires Dr. 28, 1993
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	The state of the s
	NOTEN A SEAL
	WY THE PUBLIC DOICE - S
	MY COMMISSION EXPIRES 12/20/01
	State of Illinois DEPARTMENT OF REVENUE PTION UNDER REAL ESTATE TRANSFER TAX ACT ments a transaction exempt under provisions of Para graph, Section 4.
	$\gamma_{\gamma_i}$
	9
	C'/
	State of Illinois DEPARTMENT OF REVENUE
STATEMENT OF EXEMI	PTION UNDER REAL ESTATE TRANSFER TAX ACT ments a transaction exempt under provisions of Para (rap), Section 4.
of the Real Estate Transfer Tax Act.	
	Dated this day of 19
	Signature of Buyer-Seller or their Representative

96219165

WARRANTY DEED

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