90377497

instrument was prepared MARGARETTEN & COMPANY INC

MORTGAGE

625 NORTH CT. PALATINE 60067 ΙL

60104397

THIS MORTGAGE ("Security Instrument") is given on

30th, 1990

The mortgagor is Young Jae Kim, , his hife

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

a corporation which is organized and existing under the laws of

and whose

address is

One Ronson Roa/

Iselin, New Jers v 08830

("Lender").

Borrower owes Lender the principal sum of

Thousend, and 00/100

Seventy-75,000.00). 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 August 1st, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Sequrity Instrument and the Note. For this purpose, Borrower does hereby

mortgage, grant and convey to Lender the following decrabed property located in COOK
UNIT 303 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST I
THE COMMON ELEMENTS IN PARK LYNN CONDOMINIUM AS DELINEATED INTEREST IN

AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO.

24113712, OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 10-28-105-064-1015

K MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO MORTGAGEE, IT'S SUCCESSORS AND ASSIGNS, PARKING SPACE NO. P-1 AS A LIMITED COMMON ELEMENT S SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

which has the address of GALITZ UNIT 303 5200

SKOKIE. IL

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)

PALATINE, 1L 60067 625 NORTH COURT, 3RD FLOOR MARGARETTI'! & COMPANY, INC.



My Commission Expires 2/16/94 Hotary Public, State of Illinois DREGION .A JORAQ "OPPICIAL SPAL"

06 61

lo yab

3044 Given under my hand and official seal, this

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

> YOUNG JAE KEN, AND HAE SOOK KIM, , HIS MIFE I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that ount Clark's Office

STATE OF ILLINOIS,

My Commission expires:

ADRING THE

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

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

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Occupancy Rider

Condominium Rider

ment the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

The following Riders are attached: 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.

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 (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Punds. 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 o. c edited 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 of cender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

Application of Payments. Unliss applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due un der 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 an taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, ur. 3 aschold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in 'hat manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of arroun's to be paid under this paragraph. If Borrower makes these payments directly, Bor-

rower shall promptly furnish to Lender receipts avidencing the payments.

Borrower shall promptly discharge any lien which nat priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lie, 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.

3. 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 fequires. If the insurance shall be chosen by Bor-

rower aublicates Lender's approval which shall ent be unusasonably withit Ad OW VE DELLINEVIED

All insurance policies and renewals shall be acceptable to Lender and the policies and renewals shall be acceptable to Lender and the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not

made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security ir not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the P operty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may color 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 1800 100 100 100

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shrunot 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

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not morge unless Leader ag ees 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-upder 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 Represert and Lender pages to other terms of naturent, these amounts shall have interest from the date of dishuments at the blace.

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.

E 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 Lander'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 dumages, 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.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without

by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of tents, 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 Inenter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected tion of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to

10. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expirapursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence. further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without 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-content of any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date applicable in the order of a default of any other defense of acceleration and to recognize the date. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days '(o) a the date specified in the notice is Sorrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice and a second of the sums accurate the cured and the inclination of the sums accurate the cured and the control of the sums accurate the cured in the agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). 19, Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower a Freach of any covenant or NON-DAIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

the case of acceleration under paragraphs 13 or 17

Jetustrument discontinued at any time prior to the earlier of: (a) 5 days (c). Lich private a regin to remaine. It borrower a regin to represent the prior to the earlier of: (a) 5 days (c). Lich other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 5 certity instrument; or (b) entry of a judgment enforcing this Security Instrument; Those conditions are that Borrower; (a) pays Lender an sum which then would be due under this Security Instrument; or (b) easts auch action as Lender any reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Eropetty and Borrower's obligation to pay the sums secured by this Security Instrument and the obligations secured by this Security Instrument and the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower's obligation to pay obligations secured be shall remain fully effective as if no acceleration had occurred. However, this sight to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. further notice or demand on Borrower. It Borrower meets certain conditions, Borrower's Right to have enforcement of this

In Bottower's Copy. Bottower shall be given one conformed sopy of the Note and of this Security Instrument.

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

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

18. Lender may, at its option, Lender shall give Bottower notice of a cicination. The notice shall provide a period of not less than 30 days thee date the notice is delivered or mailed within which Bottower must ravell sums secured by this Security Instrument. If Bottower horize or demand on Bottower.

this end the provisions of this Security Instrument and the Note are declared to be severable. flict shall not affect other provisions of this Security Instrument of the Note which can be given effect without the conflicting provision. To

mail unless applicable law requires use of anotice from the sociality institution alian be given by dentering the or by maining it by maining it by maining the social processes or any other address Bortower designages by notice to flortower. Any notice to lender shall be given by first class mail to Lender's address stated herein or any other address Lender when given as provided in this passignate. Any notice to flortower. Any notice provided for in this passignate by notice to flortower or Lender when given as provided in this passignate. Bortower or Lender when given as provided in this passignate or law and the law of the jurisdiction in which the provering Law; Severability. This Security Instrument of the Work on the Work of the jurisdiction in which the processed. In the event that any provision or classes of this Security Instrument of the Work conflicts without the confliction in which force and it is the event that any provision or classes of this Security Instrument of the force without the conflicting provision. To flict shall not affect other provisions of this Security Instrument or the designate conflicts without the conflicting provision. To

Any notice to Borrower plot dod for in this Security Instrument shall be given by delivering it or by mailing it by first class

Note or this Security Instrument unento wable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and invoke any temedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second processing of paragraph 17. partial prepayment without any prepayment charge under the Note.
13. Legislation Affecting Lender's Pights. If enactment or expiration of applicable laws has the effect of tendering any provision of the

finally interpreted so that it connects or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then:

(a) any such loan charge chail be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower wit in any choose to make this refund by reducing the principal owed under the Voy or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a nation or payment to borrower.

12. Loan Charge. If the 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.

rower may agree to a tend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Mote instrument; (b) is now personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borsigning this Security Instrument only to mortgage, grant and convey that Botrower's interest in the Property under the terms of this Security or temedy shall not be a waiver of or preclude the exercise of any right or temedy.

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 Mote; (a) is co-and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Mote; (a) is co-

reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right cessor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any sucof the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the

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.

10. Borrower yot Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization whether or not then due.

and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, tle a ciaim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect if the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or ser-

before the taking. Any balance shall be paid to Borrower. 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

CONDOMINIUM RIDER

60104397

THIS CONDOMINIUM RIDER is made this 30th day of July 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 corporation 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:

5200 GALITZ UNIT 303 , SKOKIE , IL 60077

Property Address

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

PARK LYNN CONDOMINIUM

Name of Condominium Project

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. CONDOMINIUM OBLIGATIONS, Borrower shall renform 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 car-
- rier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the 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 folio ving 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)

WULTISTATE CONDOMINIUM RIDER—SINGLE FAMILY—FUMA/FILIMC UNIFORM INSTRUMENT

(68-1) (106-RAM bna toh S. vaR) PM-AM esselgaR

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

Rider.

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the Owners Association unacceptable to Lender,

Form 3140 12/83

Dropany ox Co.

tion or eminent domain;

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

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

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

BY SIGNING BELOV, Bortower accepts and agrees to the terms and provisions contained in this Condominium

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

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 consent, either partition or subdivide the Property or consent to:

E. LEUDER'S PRIOR COASEAT. Borrower shall not, except after notice to Lender and with Lender's prior written

OCCUPANCY RIDER

60104397

THIS OCCUPANCY RIDER is made this 30th day of July, 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: 5200 GALITZ UNIT 303 , SKOKIE , IL 60077

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 "Loan") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refin areing) with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan approval 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 reasonable period of time after loan settlement and continue to occupy the Property for a reasonable period of time therearer. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the intentions 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 Paragraph 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 FFJ MC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be thilly enforceable against Borrower by Lender.

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

DEFINITION \$18.00

INC. TO PHANT SEAL OF 10.01.00

THE STATE OF THE SEAL OF TH

OCCUPANCY RIDER MAR-7017 (8/89) 90-377497

18.00 mais

Property of Cook County Clerk's Office