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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1991 AUG 21 PM 3:50

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**\$18.00**

[Space Above This Line For Recording Data]

**MORTGAGE**

110223230

THIS MORTGAGE ("Security Instrument") is given on **AUG. 20, 1991**

The mortgagor is

**ALEXANDER E PARRA MARRIED TO NANCY D PARRA AND MARIA G DUARTE , A WIDOW**

("Borrower"). This Security Instrument is given to

**FIRST FEDERAL BANK FOR SAVINGS**

which is organized and existing under the laws of **The United States of America**, and whose address is

**749 LEE ST., DES PLAINES, IL 60016**

(**"Lender"**). Borrower owes Lender the principal sum of **THIRTY THREE THOUSAND FIVE HUNDRED AND NO/100**

Dollars (U.S. \$ **33,500.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on **SEPT 1, 2021**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

**COOK County, Illinois:**

**PARCEL 1: UNIT NUMBER 181 AS DELINEATED ON SURVEY OF A PART OF THE EAST 8 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED OF AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY 1ST ARLINGTON NATIONAL BANK OF ARLINGTON HEIGHTS, ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 'A'-227, DATED MARCH 26, 1972 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON MAY 31, 1972 AS DOCUMENT NUMBER 21920224, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS**

**PARCEL 2: EASEMENT APPURtenant TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION AND GRANT OF EASEMENTS, DATED APRIL 25, 1972 AND RECORDED MAY 8, 1972 AS DOCUMENT NUMBER 21892967 AND AS CREATED BY DEED FROM 1ST ARLINGTON BANK OF ARLINGTON HEIGHTS, ILLINOIS, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1972 KNOWN AS TRUST NUMBER 'A'-227 TO JOAN M KOWALSKI DATED NOVEMBER 21, 1972 AND RECORDED FEBRUARY 21, 1973 AS DOCUMENT NUMBER 22226119 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.**

which has the address of

**9809 BLANCO TERRACE #A**  
[Street]

**DES PLAINES**

[City]

**Illinois**

**60016**  
[Zip Code]

("Property Address");

**Pin: 09-10-301-072-1181**

**ILLINOIS-Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
ITEM 1878 (9012)

**Form 3014 9/90 (page 1 of 6 pages)**

Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-630-0303 □ FAX 815-791-1131

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Box 333

Merry Public

(SSAPPV)

This instrument was prepared  
by *M.C.L.F.*

My Commission expires: 1-6

42

15

Given under my hand and on behalf of this

1011

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

do hereby certify that Alexander E. Parra ~~married to~~ Nancy D. Parra and María G. Durante, a widow

1. the undersigned, a Notary Public in and for said county and state,

### Country ss:

3003

STATE OF ILLINOIS.

1. the undersigned

ALDOXANDER E. PARMA		Social Security Number 353-46-1176	Borrower (Seal)
		Social Security Number 340-44-7029	Borrower (Seal)

Homoeopathic rights and any medical rights to the  
property as may be created under the laws of the  
State of Illinois.

ISSUE 111

**BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT** and in any rider(s) executed by Borrower and recorded with it.

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- |                                                |                                                       |                                           |                                                  |                                                 |                                                         |                                                 |                                        |                                                 |                                            |                                             |
|------------------------------------------------|-------------------------------------------------------|-------------------------------------------|--------------------------------------------------|-------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|----------------------------------------|-------------------------------------------------|--------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) [Specify] |
|------------------------------------------------|-------------------------------------------------------|-------------------------------------------|--------------------------------------------------|-------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|----------------------------------------|-------------------------------------------------|--------------------------------------------|---------------------------------------------|

[Client application box(es)]

**24.** Rides to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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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 as if no acceleration had 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" mean; federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. 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.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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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) conveys in good faith the property to the payee of the obligation in a manner acceptable to Lender; or (c) secures from the Lender an enforcement of the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the lien by, or defends against enforcement of the obligation secured by the lien in a manner acceptable to Lender.

**4. Charges:** Borrows shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue by reason of its use or occupancy, and leasehold payments or ground rents, if any. Borrower

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to us security instruments. Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder at any time is not sufficient to pay the Escrow Items when due, Lennder may so notify Borrower in writing, and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months by monthly payments, as Lennder's sole discretion.

The Funds shall be held in an association whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Lender for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an amendment is made or applicable law requires Lender to pay Borrower any interest or premiums on the Funds, Lender shall not be liable for any interest or premiums on the Funds, unless Lender is charged a fee for holding the Funds, which fees shall be paid to the Funds and debited to the Funds as additional security for all sums secured by Lender.

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") for: (a) yearly taxes and assessments which may affect the property over this Security Instrument as a lien on the Property; (b) yearly property taxes and assessments which may affect the property if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortality insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage premium. These items are called "Fees and Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth in the Note. Lender may require payment of a sum of money due under the Note at any time, in addition to the amount held by Lender, if so desired by Lender. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future expenses in accordance with applicable law.

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

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**WORKPOWER COVENANTS** grant Borrower is authority session of the statute thereby covering and uses the right to mortgage, grant and convey 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.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and in easements, appurtenances, fixtures now or hereafter a part of the property. All replacements and addititons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2½ the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately, prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** 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 forfeiture 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.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 note.

1. Transfer of the Property or a Beneficiary Interests in Borrower's beneficial interest in the property 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, in 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

be given one controlled copy of the Note and of this Security instrument.

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 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. The Note is given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are deemed to be severable.

4. Notes. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless applicable law requires service of another method. The notice shall be directed to the Property Address of 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 who is given as provided in this paragraph.

**12. Successors and Assigns Clause; Co-signers.** The convenants and agreements of Lender and Borrower, subject to the provisions of General and Special Law, shall bind and benefit the successors and assigns of Lender and Borrower, except to the extent that such persons have given written notice to Lender of their desire not to be bound by the terms of this Note.

11. Borrower shall Release; Forbearance By Lender Not a Waiver. Extension of the time for payment or postponement of the due date of the monthly payments referred to in paragraph 11 and 2 or change the amount of such payments, modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest, Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to make any successor in interest liable for the unpaid principal balance of the original Borrower's debt, and Lender may exercise all rights and remedies available to it under the terms of this instrument.

If the property is abandoned by Borrower, or if, after notice of 30 days to Borrower, that the condominium owners to whom

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security in instruments, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security, unless Borrower and Lender otherwise agree in writing, the amount of the sums which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security in instruments shall be reduced by the amount of the Property in which the fair market value of any part of the Property, for conveyance in lieu of condemnation, are hereby assinged and shall be paid to Lender.

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THIS CONDOMINIUM RIDER is made this 20th day of August , 19 91 ,  
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  
First Federal Bank for Savings (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
9809 Bianco Terrace, #A, Des Plaines, Illinois 60016  
(Property Address)

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

(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 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 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 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.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law 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; or

(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 secured 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 requesting payment.

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

X *Alexander E. Parra* .....(Seal)  
Alexander E. Parra  
Borrower

X *Maria G. Duarte* .....(Seal)  
Maria G. Duarte  
Borrower

X *Nancy D. Parra* .....(Seal)  
Nancy D. Parra  
Borrower

.....(Seal)  
Borrower

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