

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS

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## MORTGAGE

884323

LLC

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 12, 1991  
JOSE O. BERRIOS AND MARIA BERRIOS, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose address is MINNESOTA SERVICE CENTER, P.O. BOX 9270, DES MOINES, IA 503069270 ("Lender"). Borrower owes Lender the principal sum of THIRTY FOUR THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$ \*\*\*\*.14,400.00 ).

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 DECEMBER 01, 2011 . 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:

(\*SEE ATTACHED LEGAL DESCRIPTION\*)

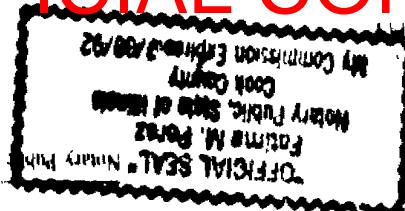
14-06-120-005-1003

TAX STATEMENTS SHOULD BE SENT TO:  
NORWEST MORTGAGE, INC., P.O. BOX 9270, DES MOINES, IA 503069270  
which has the address of 6160 N. DAMEN AVENUE #302 CHICAGO  
Illinois 60636 (Zip Code) ("Property Address");

[Street, City]

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Form 301A 8/80



My Commission Expires

Given under my hand and seal, this 12th day of NOVEMBER 1991  
signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
permanently known to me to be the same person(s) whose name(s)

the above-named parties, HUSKARD AND WIFE,  
County of DuPage, Illinois, and for said county and state do hereby certify  
STATE OF ILLINOIS, DuPage County

Social Security Number

Borrower  
(Seal)

Social Security Number  
Borrower  
(Seal)

Social Security Number  
Borrower  
(Seal)

Social Security Number  
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(Seal)

Social Security Number  
Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument in  
any rider(s) executed by Borrower and recorded with it.  
Witnesses:

- Check applicable boxes:  
 Adjustable Rate Rider     Condominium Rider     1-4 Family Rider  
 Graduated Payment Rider     Planned Unit Development Rider     Biweekly Payment Rider  
 Biweekly Payment Rider     Rate Improvement Rider     Second Home Rider  
 Other(s) [specify] \_\_\_\_\_  
 V.A. Rider     balloon Rider     Grade Rider  
 Rate Improvement Rider     Second Home Rider  
 Other(s) [specify] \_\_\_\_\_

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. I.L.C. 6  
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. I.L.C. 6

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 seized 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.

**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 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 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time (2 U.S.C. Section 2601 *et seq.* ("RESPA")), unless another law that applies to the Funds sets a lesser amount. 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 Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution 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 Borrower 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 agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender 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.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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22. After a period of dormancy, botwawa makes an aptly of bimodal exaptation in the life cycle

**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 acceleration costs.**

21. Acceleration Remedies. Lender shall file the 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  
owed by this Secured Instrument, together with judgment proceedings 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  
same defenses as any other debtor of Borrower to acceleration and foreclosure. If the default is not cured on  
or before the date specified in the notice, Lender, at his option, may require immediate payment in full of all sums  
secured by this Security Instrument without further demand and may foreclose this Secured Instrument by judicial  
proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.  
22. Breach, but not limited to reasonable attorney fees and costs of suit or defense.

Sessão 102

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or dangerous substances by all necessary regulation actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of any increase in deposit, earnings, dividends, loans not to other entities by any person entitled to receive dividends or any other modification of any provision of this Agreement.

**30. Hazardous Substances**, **Harmower shall** for the time of payment the presentee, use, disposed, storage, or release of any Hazardous Substances or of any in the Property, **Harmover shall not do**, nor allow anyone else to do, anything affecting the Hazardous Substances or of any in the Property, **Harmover shall not do**, nor allow anyone else to do, anything affecting the Properties that is in violation of any Environmental Law. The preceding two subsections shall not apply to the presentee, use, or storage of any in the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and of immateriality to the Property.

(b) Borrower's Right to Remand. If Borrower meets certain conditions, Borrower shall have the right to have application of this Security instrument discontinued at any time prior to the expiration of the 5 days for such other period as Security instrument or by giving of a valid notice terminating this Security instrument. Those conditions are that Borrower (i) pays under all sums which may be due under this Security instrument and the Note as it no acceleration had occurred; (ii) pays under all sums which may be due under this Security instrument and the Note as it no acceleration had occurred; (iii) carries any debt due of any other accounts of Borrower to the Bank all expenses incurred in enforcing this Security instrument, (iv) settles all debts due to the Bank arising from any other account of Borrower.

If Landlord exercises this option, Landlord 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 to make with Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Landlord may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. If transfer of the Property or beneficial interest in Borrower, or any part of the Property or any interest in it is sold or transferred for a benefit of Lender, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Section nineteen.

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably 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 21 the Property is required 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; Leasholds.** 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 curing 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

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Form 3014 9/90

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared void if the Proprietary interest is located. In the event that any provision of this Security instrument or the Note which can be construed in which the Proprietary interest is located, shall not affect other provisions of this Security instrument and the Note are declared void.

17. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Proprietary interest is located.

Securities instrument shall be deemed to have been given to Lender when given as provided in this paragraph.

Lender's address stated herein or any other address under designations by notice to Borrower. Any notice provided for in this

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

it by first class mail unless applicable law requires otherwise. The notice shall be directed to the Proprietary Address

18. Notices. Any notice to Borrower provided for in this Security instrument shall be given by mailing

prepayment charge under the Note.

payable to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan exceeded the permitted limit, and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to to the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceed the permitted limits, then (a) any such loan charges collected or to be collected in connection with the and that law is finally interpreted so that the interest of after loan charges subject to a law which sets maximum loan charges,

19. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security instrument or the Note without the Borrower's consent.

surrendered by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, reenter or

Borrower's interest in the Property under the terms of this Security instrument; (d) is not entitled to pay for the sums

Instrument but does not exceed the Note; (e) is to sign this Security instrument only to mortgage, grant and convey that

paraphraph 17 Borrower's easements and agreements shall be joint and several. Any Borrower who co-signs this Security

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability ("o-thers"). The co-signers and agreeements of this

exercise of any right to remedy.

surrender in writing. Any forfeiture by Lender in exercising any right of remedy shall not be a waiver of or preclude the

of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's

compliance proceedings against any successor in interest or refuse to extend time for payment otherwise modify amortization

not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to

amortization of the sums secured by this Security instrument or if after notice to Borrower that the payment of modification

11. Borrower Not Kept from Foreclosure By Lender Not a Material; Extension of the time for payment of modification

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If Lender and Borrower otherwise agree in writing, any application of proceeds of principal shall not exceed or

secured by this Security instrument, whether or not the due.

Lender is authorized to collect at any time the proceeds, at its option, either to satisfaction of part of the Property or to the sums

awarded or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given

If the Property is sold without the consideration offered to make an

be applied to the sums secured by this Security instrument whether or not the sums are then due.

Lender is liable to the Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

lending, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the taking, less than the amount of the sums secured immediately before the fair

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security instrument shall be reduced by the amount of the proceeds multipled by the following fraction (a) the total

Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this

whether or not the due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair

to the extent of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument.

shall be paid to Lender.

condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assented and

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

Borrower liable at the time of or prior to an impairment sparing reasonable cause for the impairment.

9. Impairment. Lender or its agent may make reasonable efforts upon and independent of the Property, Lender shall give

imbursement and in accordance with any written agreement between Borrower and Lender of applicable law

the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for monthly

that Lender requires provided by Lender again becomes available and is obtained. Borrower shall pay

payments may no longer be required, in the option of Lender, if mortgagage insurance coverage in the amount and for the period

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UNIT NUMBER A-302, IN BUILDING NUMBER "A", IN THE GRANVILLE COURTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25190341, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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## CONDOMINIUM RIDER

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THIS CONDOMINIUM RIDER is made this 12TH day of NOVEMBER, 1991, 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 NORTHWEST MORTGAGE, INC.,

CONDE

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5160 N. DEPARTMENT AVENUE #507, CHICAGO, IL 60630

[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"). It is the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit of 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.

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Property of Cook County Library  
105 E. 1st St., Chicago, IL 60602  
MCNICHOLS LIBRARY

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Credit Agreement.**

4. 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 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 rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

(ii) any amendment to any provision of the Constitution documents if the provision is for the express benefit of Landlords

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

destruction by groundmines or eminient domain by fire or other causality or in the case of a

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: