HOGI-000-165

UNOFFICIAL COPY3 6 5

RETURN, GRIGINAL TO: CHASE HOME MORTGAGE CORPORATION 4015 INDEPENDENCE PARKWAY TAMPA, FLORIDA 33634-7540

PREPARED BY: LISA CLARY

91095365

		<b>[4]</b>
	MORTGAGE	# 8165712
THIS MORTG/IGE ('Soc	unity Instrument') is given on DECEMBE ARLM. PUCCIO, SINGLE NEVER MARRI	R 27TH
	("Borrower"). This Security los	urument is given to
ASE HOME MORTUNG	S CORPORATION TE OF DELAWARE and whose address	, which is organized and existing
ter the laws of	WAY, TAMPA, FLORIDA 33434-7546	23 (5
nower owes Lender the prin	CIDAL WAS ONE HUNDRED FIFTEEN T	HOUSAND EIGHT HUNDRED
ed the same date as this Sec	curity Instrument ("Note"), which provides for t JANUALY 01, 1999	monthly payments, with the full debt, if hot This Security Instrument
THE LACKE LAR MITS HIM MORE!	Borrower does hereby most grant and con	to an extensi are tomorrous accounted brob.
located in	COOK CO	
y located in	COOK  COOK  CIPTION RIDER ATTACHED HERETO AN	
located in	COOK	DEPT-01 RECORDINGS 14111 TRAN 2577 12/31/91 13
SEE LEGAL DESCR	COOK  RIPTION RIDER ATTACHED HERETO AN	DET-01 RECORDINGS 14111 TRAN 2577 12/31/91 13
SEE LEGAL DESCR	COOK  RIPTION RIDER ATTACHED HERETO AN	D MADE A PART HEREOF  DETT-01 RECORDINGS 191111 TRAN 2577 12/31/91 13 45372 # A == 91-695 100% COUNTY RECORDER
SEE LEGAL DESCR	COOK RIPTION RIDER ATTACHED HERETO AN 09-31-402-020	County, Minois:  D MADE A PART HEREOF  DEPT-01 RECORDINGS 141111 TRAN 2577 12/31/91 13 45322 # A #-91-695 COOK COUNTY RECORDER  PLECTOR COUNTY RECORDER

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

NLINOIS -- Single Family - Familie Mee/Freddle Mac UNIFORM INSTRUMENT STALE RANEW

variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS. Borrower and Lender covenant and agree as fo'lows:

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 sams 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, 12 U.S.C. § 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 on 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, armually 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 it convection 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 a gree 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, Leoler 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 least/esat, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or self the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisation or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all py ments 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 ander 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 items, 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 any acts 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected 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.

STALE U.6-2.NEW Form 3014 9/90 (page 2 of 7 pages)

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 Froperty 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 doc 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 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 coupy, 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 perspancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externating 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 proceo(in), whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise insterially 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 (17) any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations gurcerning 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 effect 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 autorneys' 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 Berrow's 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.

STALE IL63.NEW Form 3014 9 / 60 (1990.3 of 7 pages)

9 1 5 9 3 3 6 5

- 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 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 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 Instrument immediately before the taking, unless Borrower and Leuder otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abundance by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrows: otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly proments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amonization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the tizoibly of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings a cab's? any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbeasance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Lability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other. Rorrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a few which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected at to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the smorat necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the hote or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by lederal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

) : 5 9 : **3 6** 5

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal taw as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cives any default or 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 nen 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 objections 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 remore 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 active 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 Hazar ion; 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 invistigation, 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 Burrower haves, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardou's 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 flammare or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehrate and radioactive materials. As used in this paragraph 20, "Environmental Law" means 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 in during Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration un ary 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.

Form 2014 9 / 90

# UNOFFICIAL COPY 3 6 5

☐ Adjustable Rate Rider	(2) Condominium Rider	☐ 1-4 Family Rider	
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider	
2 Balloon Rider	☐ Rate Improvement Rider	□ Second Home Rider	
(III Other(s) [specify] LEG	AL DESCRIPTION RIDER		
	accepts and agrees to the terms and covenants of	contained in this Security Instrument	
nd in any rider(s) executed by Born	ower and recorded with it.		
innesses:		•	
THE.		. ()	
Sur W XIXO	Uler I I such	( JUCCIE TOWN	
	CARL M. PUCCIO	(SC21)(SC21)	
	0/		
•	4		
<del>00,000,000,000,000,000,000,000,000,000</del>		(Scal)	
	00,	-Renterer	
	~ 7 <sub>7</sub> ,		
	<b>4</b>		
	.0	(Scal)	
	an up the file of the the entry of the file of the state	·Bapour	
		0.	
		(Scal)	
		CO	
		(Scal)	
		سُمِسُفِ	

County sz: STATE OF ILLENOIS. eurdersigned , a Notary Public in and for said county and state, do hereby certify that CARL M. PUCCIO, SINGLE NEVER MARRIED , personally known to me to be the same person(s) whose name(s) KS/MC subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they his/hep/their signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. Given under my west and official seal, this day of 204 County Clork's Office

# UNOFFICIAL COPY CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this	27171	day of	DECEMBER	, 19 91
and is incorporated into and shall be deemed to amor	ad and supples	nent the Mortga	age, Deed of Trust or Sec	unity Deed (the
"Security Instrument") of the same date given by the m CHASE HOME MORTGAGE CORPORATION, A	ndersigned (the	"Borrower") to	secure Borrower's Note to	(the "Lender")
of the same date and covering the Property described 1201 OLD MILL LANE- UNIT 3	in the Security	Instrument and	l located at:	
gangaing ang ang ang ang and and and an high spirit superiors and spirit an extraction of any additional gas and and an extraction spirit and an extraction of any additional gas and and an extraction spirit and an extraction of any additional gas and and an extraction of an ext	(Property Addres			
The Property includes a unit in, together with an untraction as:  TALBOTS MILL CONDOMINIUM	М		ion elements of, a condor	minium project
O <sub>4</sub>	e of Condomism	Projecti		
(the "Condominium Proper"). If the owners association") holds whe to property for the b Borrower's interest in the Owner Association and the Owner A	enclid or use o	fits anombers o	r shareholders, the Propert	m Project (the ly also includes
CONDOMINIUM COVENANT: la addition	to the coverants	and agreements	made in the Security Instru	ment, Barrower
and Lender further covenant and agric 25 follows:  A. Condominium Obligations. Fon over Project's Constituent Documents. The "Constituent creates the Condominium Project; (ii) by-laws; (iii) or promptly pay, when due, all dues and assessments (iv)	Documents" a de of regulation of ed pursuant	are the: (i) De as; and (iv) oth to the Constitue	claration or any other do er equivalent documents. at Documents.	ocument which Borrower shall
B. Hazard Insurance. So long as the Own "master" or "blanket" policy on the Condominium P coverage in the amounts, for the periods, and against t the term "extended coverage," then:	r is Association troje a which i	i maintains, wid is satisfactory t	h a generally accepted insu o Lender and which prov	rides insurance
(i) Lender waives the provision in U		at 2 for the m	onthly payment to Lender	r of the yearly
premium instaliments for hazard insurance on the Property (ii) Borrower's obligation under Unifor its deemed satisfied to the extent that the required coverage Borrower shall give Lender prompt notice of a fin the event of a distribution of hazard insurance.	rin Covenant 5 ge is provided t ny lapse in req	by the Ormers A mised hazard (ac	ssociation policy.	
Property, whether to the unit or to common elements, paid to Lender for application to the sums secured by 6 C. Public Linbility Insurance. Borrower:	, any proceeds he Socurity Ins	payable to Bo trument, with a	my excess paid to Borrowe	d and shall be or.
Association maintains a public flability insurance points.  D. Condemnation. The proceeds of any avin connection with any condemnation or other taking o	licy acceptable rard or claim fo	: in form, amo or damages, dire	unt, and extent of covera ect or consequencies, payabl	ige to Lender. Ic to Borrower
elements, or for any conveyence in lieu of condemnar shall be applied by Lender to the sums secured by the Sec	tion, are bereby	y assigned and :	shall be paid to Lenica !	Such proceeds
E. Lender's Prior Consent. Borrower sha consent, either partition or subdivide the Property or con-	di not, except	after notice to	Lender and with Lender's	s prior written
(i) the abandonment or termination of required by law in the case of substantial destruction	f the Condom			

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

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

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

or eminent domain:

the Owners Association unacceptable to Lender.

of Lender.

## UNOFFICIAL COPY 6 ADIGST 18

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.

	Carl M. Pace	io (Scal)
D <sub>C</sub> O <sub>C</sub>	CARL M. PUCCIO	-Borrower
	es i, s es ri, s es ri, es es ri, es	-Borrower
DODOR OF C	94	-Borrower
	T COUNTY CONTYS ON	-Borrower
	6/7/s O,	Sc.

CARACTER STATE OF THE STATE OF

### UNOFFICIAL CORY 5 40165718

#### BALLOON RIDER

#### (CONDITIONAL RIGHT TO REFINANCE)

THIS	BALLOON	RIDER is	made th	is <u>2778</u>	day of	DECEMBER	
19 91 , ar	nd is i	ncorporated	i into an	d shall be	deemed to	amend and s	suppl <b>eme</b> nt
the Mortga	ige, Deed	i of Trust	. Securit	y Deed, Sec	urity Agrees	ment or Loan	Security
Agreement	[and/or	Consolida	tion, Ext	ension and	Modification	Agreement,	ir any;
(the "Sec	urity In	istrument")	of the	same date	given by	the undersig	ived (the
"Borrower"	) To secu	ire the Bor	rower's B	alloon Note	[the "Note"]	£0	<del></del>
CHARLE NAME AND	MT ALT COR	PORATION, A D	CLAMARE CORP	COLTRON (1	the "Lender"	of the same	date and
•	70).				and located		
1201 QU	d Mill 🗓	CF- UNIT 3	6-2, RLK (	GROVE VILLAGE	t, ILLIMOIS	60007	
		77,		erty Address			

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

#### 1. COMPTTIONAL RIGHT TO REPINANCE

At the maturity date of the Note and Security Intrumer, (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new maturity date of Jamuary 1, 2022, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are (1) I must still be the owner and occupant of the property (or co-operative apartment) subject to the Security Instrument (the "Property"): (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled:

6 - 1990 - CIDIC 7/23 CLOSING DOCUMENT - PD - C-1110 PAGE 1 OF 3 6/1/91

monthly payments immediately preceding the Maturity Date: (3) no lien against the Property, or in the case of a co-operative apartment, the collateral related to the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

#### CALCULATING THE NEW MOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Nortgage Association's required net yield for 30-year fixed rate mortgages subject to \$60-day mandatory delivery commitment, plus one-half of one percentage point (.50%) on real property loans or three-fourths of one percentage point (0.75%) on comparative apartment loans, rounded to the nearest one-eighth of one percentage point (10,1251) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of by election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

#### CALCULATING THE NEW PAYMENT AND BUT

Provided the New Note Rate as calculated in Section 3 above is not greater than five (5) percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to sepay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above, over the term of the New Hote at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

#### EXERCISING THE COMDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable1 published required net yield in effect on the date and time of day notification is

7/23

received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and the date by which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee, plus a document preparation fee (if permitted in your state) and normal closing costs due third parties, including filing fees and title insurance or Uniform Commercial Code search costs. (The processing fee is due at the time you request the new loan.)

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

MITHESS THE HAND(S) AND (A)L/S) OF THE UNDERSIGNED.

(Sign Original Only)

91095365

# UNOFFICIAL COPY 3 6 5

#### Parcel 1.

Unit 20-0 in The Late of Telectical Communications of continuous and all year contains of the fact of the state of the sta

ACO,

#### Parcol 3:

Eastmont appears none and agreed and administration of the following many and active of the first interpretation of the second of the second of the first and the second of the first and the second of the second o

91695365