## **UNOFFICIAL COPY**

91240951

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This instrument was prepared by: MARGARETTEN & COMPANY INC 625 NORTH CT. PALATINE, IL 60067

**MORTGAGE** 

60105366

THIS MORTGAGE ("Security Instrument") is given on The mortgagor is JANE E REENS, SPINSTER

May

17th, 1991

("Borrower").

which is organized and existing

This Security Instrument is given to

MARGARETTEN & COMPANY, INC.

, and whose address is

under the laws of the Scate of New Jersey One Ronson Road, Iselin, New Jersey 08830

("Lender").

Borrower owes Lender the principal sum of

Sixty- One Thousand, Two Hundred and 00/100 Dollars (U.S. \$ 61,200.00 ). 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

2021. In's Security Instrument secures to Lender: (a) the repayment of the debt 1st, June on 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 (o) rotect the security of this Security Instrument; and (e) the performance of Borrower's covenants and agreements under this of curity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following agaribed property located in

County, Illinois:

UNIT 1021-3A TOGETHER WITH ITS UND VIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HOYNE CONDOMINIUM HOMES AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25725924, IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEXIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 17-06-315-040-1005

DE T-01 RECORDING T#22227 THAN 0654 05/21/91 12:53:00

#8500 # B #--91-240951

COOK COUNTY RECORDER

**91**240951

which has the address of

N HOYNE AVE UNIT 3A

CHICAGO, IL 60622 ("Property Address");

TOGETHER WITH all the improvements now or hereafter creeted on the property, and all casements, 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 selsed 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.

Replaces MAR-1203 (Rev. 7/87)

MAR-1205 Page 2 of 5 (Rev. 5/91)

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of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehoids.

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security I under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

a. de claim, then tender may conject the instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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

floods or flooding, for which Londer requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender tequires. The insurance shall be chosen by Borrown subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, under may, at Lender's while haragraph?

Which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, under may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph? 5. Hazard or Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including from "extended coverage" and any other hazards, including

one or more of the actions set forth above within 10 days of the giving of notice,

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

paymients,

A Chargest Liens, Borrower shall gay all taxes, ear seaments, charges, flines and impositions attributable to the Property which may attain priority over that account in the manner provided in pastanents of manner shall pay them on time the manner provided in pastanents of manner shall pay them on time directly to recein over that manner berson oved payment Borrower shall promptly to the manner berson oved payment Borrower shall promptly the that motices of amounts to be paid under this paragraph. It Borrower makes these payments directly, Borrower shall promptly turnish to Lender receipts evidencing the paragraph.

21.third, to injerest duer fourth, to principal due; and last, to any late charges due under the Note.

Land, 2 shall be applied; first, to any prepayment of arges due under the Note; second, to amounts payable under Paragraph 3. Application of Payments. Unless Lopit able law provides otherwise, all payments received by Lender under Paragraphs

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

Upon payment in full of ah sur, is secuted by this Secutity Instrument, Lender shall promptly refund to Botrower any

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

which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting or yeti(ying the Ercrow Icems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

expenditures of future Escow Items or otherwise in accordance with applicable law. lesser amount. Londer any estimate the amount of Funds due on the basis of current data and reasonable estimates 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 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 "Eserow Rems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called premiums, it any; (e) yearly mortgage insurance premiums, it any; and (f) any sums payable by Botrower to Lender, in payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold Lander on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly 2. Funds for laxes and Insurance. Subject to applicable law or to a written walver by Lender, Borrower shall pay to

after the date of occupancy, unless tentier otherwise agrees in withing, which at shall not be unreasonably withheld, or unless externating circumstances exist which are beyond florrower'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 lieu 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 Instrume at Juless 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 Insulance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall ay 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 pny 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 incurance 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 ir sucr 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 emphasize 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.

16. 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 shan 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 Borrow'r and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the ever, of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less that 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 o not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower dat the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 dy, 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 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 such payments.

11. Borrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for properties or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender ma'l not be required to commence proceedings against any successor in interest or refuse to extend time for payment of ornerwise 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 forbearance 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 Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the 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 Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; 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 Note 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 Liny; 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 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. Barrower'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 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 law as of  $\phi$ 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 explration of this period, Lender may invoke any

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

18. Borrower's Bight 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):hefore sale of the Property pursuant to any power of sale contained in this Security Instrument; or covery of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which they would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other collemants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reason (ble 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 p ior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly paymen's due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to usule 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 acdres; 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, for allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two serter ces 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, c'aim, 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 ar 7 governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property innecessary, 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 of their petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where he Property is located that relate to health, safety or environmental protection? FOH: Jack ADDES TO

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 whes 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.

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.

The following Riders are attached: Condominium Rider

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

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	Carlotte de la Carlot		- OFFICIAL S	My Commission expires:	
1661	day of May	,	official seal, this 1746	Oiven under my hand and o	
		she, they signed and	i acknowledged that he,	personally known to me to be the before me this day in person, and free and voluntary act, for the u	
·	do hereby certify the	county and state,	y Public in and for sald S, SPINSTER	I, the Undersigned, a Notar	
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MARGARETTEN & COMPANY, INC.

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this day of and is incorporated into and shall be deemed to amend and supplement the May Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MARGARETTEN & COMPANY INC, a corporation organized and existing under the laws of the state of New Jersey (the "Lender") of the agree date and covering the Property described in the Security Instrument and located at:

N HOYNE AVE UNIT 3A . CHICAGO , IL 1021 60622

Property Address

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

HOYNE CONDOMINIUM HOMES Name of Condominant Protect (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 Horrower's interest in the Owners Association and the uses, proceeds and benefits of Horrower'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 a dof Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the 3 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 patiey.

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 10.

MULTISTATE CONDOMINIUM RIDER—SINGLE FAMILY—FNMA/FILMC UNIFORM INSTRUMENT
Form 1140 9/90 F.3

MAR-6017 Page 1 of 2 (Rev. 5/91)

Replace SIAR 6017 Page 1 of 2 (Rev. 5/87)

## **UNOFFICIAL COPY**

(text max) \$ to \$ said \$100-80.5 consignat MAR-6017 Page 2 of 2 (Rev. 5/91)

MULTISTATE CONDOMINIM RIDER—SINGLE PAMILY—FUMA/FHLMC UNIFORM INSTRUMENT

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

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

- (iv) any action which would have the effect of tendering the public liability insurance coverage maintained by the (iii) termination of professional management and assumption of self-management of the Owners Association; or
- popular) (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of
- by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required
- consent, either partition or subdivide the Property or consent to: E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written