

MAIL DOCUMENTS TO
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60068

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS - 2 91368230

1991 JUL 24 AM 9:46

91368230

TTL 50262360

[Space Above This Line For Recording Data]

MORTGAGE

19-

THIS MORTGAGE ("Security Instrument") is given on

JUNE 26, 1991

, The mortgagor is

LASZLO ENGLEMAN,  Divorced and not since re-married

LASZLO ENGLEMAN

HEPPY

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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

which is organized and existing under the laws of THE UNITED STATES
address is 800 DAVIS STREET EVANSTON, ILLINOIS 60204

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED SIX THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$ 106,400.00).

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 JULY 31, 2021 .
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:

UNIT W209 IN THE NORTH POINTE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE
FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

A PART OF LOT 1 IN OPTIMA CONSOLIDATION IN FRACTIONAL SECTION 10, TOWNSHIP 41
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;
WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM
OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE
UNDER TRUST AGREEMENT DATED MARCH 27, 1989 AND KNOWN AS TRUST NUMBER 107926-04 AND
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS ON OCTOBER
25, 1990 AS DOCUMENT NUMBER 90-521,902, TOGETHER WITH ITS UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON ELEMENTS CREATED PURSUANT TO SUCH DECLARATION AS MAY BE
AMENDED FROM TIME TO TIME.

(Zip Code)

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

BRIL (L) 99101

Page 1 of 6

Form 3014 9/90

MORT

LOAN NUMBER: ENGLEMAN

BOX 15

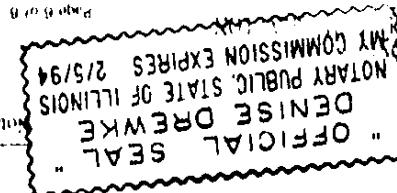
91368230

UNOFFICIAL COPY

91368230

Form 3014 9/90

၂၁၃



My Commission Expenses

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

LASZLO ENGELEMAN
that I, Laszlo Engelmann, Notary Public in and for said County and State do hereby certify

Social Security Number _____
Borrower _____
(Seal) _____
Social Security Number _____
Lender _____
(Seal) _____

Social Security Number _____
-Borrower
(Seal) *Or* **04-32-6988**

Social Security Number 43-12345678
Name LASZLO ENGELMAN - Borrower
(Scal) John Engelman

BY SIGNING BELOW, Borrower agrees to the terms and covenants contained in this Security Instrument and in any addenda executed by Borrower and recorded with it.

24. Riders to the 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 this Security instrument, and the security interests set forth in the rider(s) shall be part of this Security instrument.

UNOFFICIAL COPY

09/90

ILLINOIS-Singapore Family Mae/Freddie Mac UNIFORM INSTRUMENT
MMP MORTGAGE FORMS 0132038100 (0601621-220)

GRILL 0100

Form 3014 9/90

Page 1 of 6

ILLINOIS 60201 (Zip Code) ("Property Address");

ILLINOIS 60201 (Zip Code)

which has the address of 2525 WELLSINGTON CT., #209 EVANSTON
[Street, City].

PI# 10 10 201 073

UNOCCUPIED

91368230

Property of Cook County Clerk's Office

FIRST ILLINOIS BANK OF EVANSTON, N.A.

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

LASZLO ENGEZMAN
ENGEZMAN H.E.R.
LASZLO ENGEZMAN, Devotee and not since re-married

THIS MORTGAGE ("Security Instrument") is given on JUNE 26, 1991
. The mortgagor is

MORTGAGE

[Space Above This Line for Recording Date]

1991 JUL 24 AM 9 46 91368230

COOK COUNTY, IL 60613 3 2 91368230

MAIL DOCUMENTS TO:
FIRST ILLINOIS MORTGAGE CORPORATION
1400 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60068

725 SC 262360

UNOFFICIAL COPY

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.
[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home 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.

Witnesses:

Laszlo Engelman

(Seal)
LASZLO ENGELMAN
Borrower

Social Security Number

04-32-6988

(Seal)
Borrower

Social Security Number

Social Security Number

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,

I, The undersigned
that *LASZLO ENGMAN*, *Divorced and not since remarried*
LASZLO ENGMAN

Social Security Number

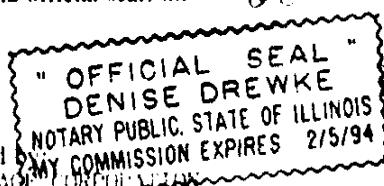
Denise County ss:

, a Notary Public in and for said county and state do hereby certify

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

Given under my hand and official seal, this *28* day of *Jan* *1991*.

My Commission Expires:



This Instrument was prepared by
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE, ILLINOIS 60068
LISA MEYER

91368230

UNOFFICIAL COPY

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, 12 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.

91368230

UNOFFICIAL COPY

23. Whether of Timeslaved, Borrower was at right of homestead exemption in the Property.

21. In addition, but not limited to, responsible authorities, fees and costs of due diligence.

22. Release, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

SOURCE: INSTITUTE FOR GOVERNANCE
Borrower and lender further covenant and agree as follows:

As used in this paragraph 20, "Hazardous substances" refers to those substances capable of causing serious hazards to health, safety or the environment.

residential uses and to maintenance of the Properties.

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 properties that is in violation of any Environmental Law, the preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous Substances such as that are generally recognized to be appropriate to normal

application of this Security instrument discontingued at any time prior to the earlier of (a) 3 days after outer period or (b) entry of a judgment entitling plaintiff to any specific remedy for nonpayment before sale of the Property pursuant to any power of sale contained in the Security instrument; or (c) entry of a judgment entitling plaintiff to any specific remedy for nonpayment before sale of the Property pursuant to any power of sale contained in the Security instrument and the Note as if no acceleration had occurred; (d) payment in full of all sums which when added together exceed the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (e) payment in full of all expenses incurred by plaintiff in enforcing this Security instrument; (f) payment in full of any other amounts or expenses of any kind or character which may be due under this Security instrument and the Note as if no acceleration had occurred; (g) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (h) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (i) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (j) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (k) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (l) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (m) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (n) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (o) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (p) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (q) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (r) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (s) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (t) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (u) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (v) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (w) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (x) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (y) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred; (z) payment in full of any sum which when added together exceeds the amount of the principal balance due under this Security instrument and the Note as if no acceleration had occurred.

(ii) under exercises this option, Lender shall give Borrower notice of acceleration, less than 30 days from the date the notice is delivered or modified 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 remedy permitted by this Security instrument without further notice or demand on Borrower.

17. Transfer of the Property or a beneficial interest in Borrower, if all or any part of the Property or any interest in is sold or transferred (or if a beneficial interest 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 this Security Instrument.

UNOFFICIAL COPY

91368230

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 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) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" 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 following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Form 3014 9/90

UNOFFICIAL COPY

91368230

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Chargers' Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

third, to merge all the four, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by [REDACTED] under paragraph 2 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2

twelve months by payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower upon demand and pay up the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the borrow 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.

The Funds shall be held in an escrow account whose depositors 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 or hold him 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 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 fees and debits to the Funds and the purpose for which each debits to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Excluded items may be taxable under section 280A if they are held for more than one year.

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may affect the Property over this Security Instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 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., Section 2601 et seq. ("RESPA"). Unless another law shall applies to the Funds as a lesser amount, if so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

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.

VARIATIONS by jurisdiction to constitute a uniform security instrument covering real property.

and will defend generally the wife to the Proportion against all claims and demands, subject to any encumbrances or record.

BORROWER COVENANTS that Borrower is lawfully engaged in the conduct of its business, except for such nonconveniences as may be recorded; Borrower warrants

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

UNOFFICIAL COPY

11522230

91368230

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 26th day of JUNE , 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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

2525 WELLESLEY CT., #209 EVANSTON ILLINOIS 60201
[Property Address]

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

NORTH POINT CONDOMINIUM

[Name of Condominium Project]

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

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

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3140 8/90

1-10 -8 (9103)

Page 1 of 2

VMP MORTGAGE FORMS · (313)283-6100 · (800)821-7221

"FCOR

LOAN NUMBER: ENGLEMAN

UNOFFICIAL COPY

91368230

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

LASZLO ENGELMAN
Borrower
(Seal)

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

Lender to Borrower requesting payment.

bear interest from the date of instrument at the Note rate and shall be payable, with interest, upon notice from by the Security Instrument Lender, Borrower and Lender agree to other terms of payment, these amounts shall them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured them.

E. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay

any amount paid by the Owners Association unacceptable to Lender.

(i) any action which would have the effect of rendering the public liability insurance coverage

Association or

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

benefit of Lender;

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

taking by condominium or common domain;

termination required by law in the case of substantial destruction by fire or other casualty or in the case of a

(iv) the abandonment or termination of the Condominium Project, except for abandonment or

written consent, either partition or subdivision the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior

provided in Uniform Covenant 10.

Borrower in connection with any condemnation or taking of all or any part of the Property, whether or of the

units or of the common elements, or for any convenience 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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to