

When recorded mail to:

First Cook Community Bank, F.S.B.  
2729 W. Devon Ave.  
Chicago, IL 60659

# UNOFFICIAL COPY

92762143

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 9, 1992.

The mortgagor is **Gary C. Zhang and Patty Gu Zhang, husband and wife,** ("Borrower"). This Security Instrument is given to First Cook Community Bank, F.S.B., which is organized and existing under the laws of the United States of America and whose address is 2720 W. Devon Ave., Chicago, IL 60659 ("Lender"). Borrower owes Lender the principal sum of: **Forty Six Thousand and no/100Dollars (U.S. \$46,000.00)**. 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 01-Nov-2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 in Cook County, Illinois:

SEE ATTACHED.

P.I.N. 04-30-201-015-1053.

· DEFT-01 RECORDING \$39.00  
· I#3333 TRAN 6317 10/14/92 10:45:00  
· 98271 ♦ \*-92-762143  
· COOK COUNTY RECORDER

92762143

which has the address of **3262 N. Sanders Rd. #8E, Northbrook, Illinois 60062** ("Property Address");

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 seised 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 or 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.

3900  
776

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protect leaders' rights in the Properly in accordance with paragraph 7.

the actions set forth above within 10 days of the filing of notice.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts certified as paying the paym ents.

paragraph 2 (unpaid, to mitigate a debt, to purify a title, to satisfy a claim), as are under the word:

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

payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount 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 held by Lender exceeds the amount necessary 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 months after the date of notice.

1. Payment of Pre-emptive Right and Late Charges. Borrower shall promptly pay upon due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the

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Lender may make proof of loss if not made promptly by Borrower.

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. 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.

Repayment of principal to not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to repayment of the property damage, if the restoration of repair is not feasible. If the

Borrower shall occupy a dwelling, and use the property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall be destroyed, damage or destruction of the property, allow the

Property to deteriorate, or commit waste on the property. Borrower shall be in default in any forfeiture action or proceeding, whether

of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall be destroyed, damage or destruction of the property, allow the

Lender to commence action to foreclose on the property or to sell the property to satisfy the debt, or to pay sums secured by the

Security instrument prior to the acquisition of the property. Lender may sue to any insurance policies and proceeds resulting from

under Paragraph 21 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from

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

Lender's security prior to the acquisition of the property, whether or not the same is given.

6. Occupancy, Easement, Maintenance and Protection of the Property; Borrower's Loan Application, Lienholders,

Borrower shall occupy a dwelling, and use the property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall be destroyed, damage or destruction of the property, allow the

Property to deteriorate, or commit waste on the property. Borrower shall be in default in any forfeiture action or proceeding, whether

of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall be destroyed, damage or destruction of the property, allow the

Lender to commence action to foreclose on the property or to sell the property to satisfy the debt, or to pay sums secured by the

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

Lender's security prior to the acquisition of the property, whether or not the same is given.

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

foreclosure action or a bankruptcy), or if there is a necessary proceeding to protect the security or to defend the property (such as a

lawsuit), Lender may sue to any insurance policies in effect, or to sue to foreclose on the property or to sell the property to satisfy the

debt, or to do so.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security

instrument, Borrower shall pay the premiums required to maintain the insurance in effect. If, for any reason, the mortgage

insurance coverage is not available, Lender shall pay to Lender each month a sum equal to one-twelfth of the yearly

mortgage insurance premium paid by Borrower, which coverage is in lieu of mortgage insurance. Lender may no longer be

accused, use and certain that the coverage paid by Borrower when the insurance coverage is not available, Lender will

mortgage insurance coverage is not available, Lender shall pay to Lender each month a sum equal to one-twelfth of the yearly

mortgage insurance premium paid by Borrower, which coverage is in effect, from an alternate mortgage insurer approved by Lender, it subsistantially equivalently equivalent to the cost to Borrower of

subsantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of

the mortgage insurance coverage in effect, Borrower shall pay the premiums required to obtain coverage

insurance, Borrower shall pay the premiums required to maintain the insurance in effect. If, for any reason, the mortgage

insurance coverage is not available, Lender shall bear interest from Lender to Borrower to

Security instrument, Lender agrees to pay the premiums required to other terms of payment, these amounts shall bear interest

from the date of disbursement until the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

to do so.

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

Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the address stated herein or any other address Lentner designates by notice to Borrower. Any notice provided for in the Lentner's address or any other address Borrower designates by notice to Lentner. Any notice to Lentner shall be given by first class mail to Lentner's address stated herein or any other address Lentner designates by notice to Borrower. Any notice provided for in the Lentner's address or any other address Borrower designates by notice to Lentner. Any notice to Lentner shall be given by first class mail to Lentner's address stated herein or any other address Lentner designates by notice to Borrower.

**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 to the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to him; and (c) the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. In a refund (reduction) of principal, the reduction will be treated as a partial prepayment without any prepayment charge and no portion of the principal will be treated as a partial prepayment with any prepayment charge.

12. **Successors and Assignees; Joint and Several Liability; Co-Borrowers.** The covenants and agreements of the Securitily Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraphs 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Securitily Instrument but does not execute the note: (a) is co-signing this Securitily Instrument only to mortgage, grant and convey that Borrower's interest in the property under the terms of this Securitily Instrument; (b) is not personally obligated to pay the sums secured by this Securitily Instrument; and (c) agrees that Lender and any other Borrower may file to extend, modify, forfeit or make any accommodation

11. Borrower Not Reclamed; Robocareance By Lender Not a Waiver. Extension of the time for payment of modified amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest or Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be amortized to coincide with any successor in interest of this Security Instrument by reason of any right or remedy shall not be a waiver of or preclude the exercise of any other right or remedy.

Unicasa Leander and Esmeralda agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payment referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offices to make an award of damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect the damages, either to repossess or to the property or to the sum secured by the Security instrument, whether or not there are

systems developed by the Society of Automotive Engineers (SAE) and the Society of the Plastics Industry (SPI).

immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking unless Borrower and Lender agree in writing to the contrary, the proceeds shall be applied to the

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 Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the following fraction:

9. **Inspec<sup>o</sup>tion.** Lender or lessee may make reasonable entries upon any premises occupied by the property, to inspect it at any time during the term, and to inspect the same after the expiration or termination of the lease, for the purpose of ascertaining whether the same is in good condition, subject to no material damage, and in accordance with the terms of the lease.

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Instruments without charge to Borrower; Borrower shall pay any recondition costs.

22. **Receivable.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument of title evidence.

21. ACCCELERATION; 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 date specified to carry the debt(s); (b) the action required to cure the debt(s); (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt must be cured; and (d) that failure to cure the debt on or before the date specified in the notice may result in foreclosure in the 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 attorney fees and recording costs.

## **NON-UNIFORM GOVERNANTS.**

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental authority against or private party involving the Property and any Hazardous Substance or Environmental Law which Borrower has actual knowledge. If Borrower learns, or is not fed by any Governmental or regulatory authority, that any removal or other remedial actions in accordance with Environmental Law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to is in violation of any Environmental Law. The preceding two sections shall not apply to the presence, use, or storage of any property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to

19. **Title of Note:** Charge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be held one or more times without 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. This is also likely be one of those changes of the Note and the Security Instrument.

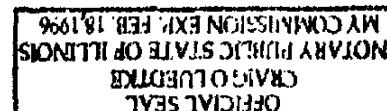
18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to waive non-compliance of this Security instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for rescission) before sale of the Property pursuant to sale conducted in this Security instrument, or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower: (a) pays all other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument including the Note as it is no acceleration occurred; (b) cures any default of sums which then would be due under this Security instrument and the Note as it is no acceleration occurred; (d) takes such action as Lender may reasonably require to assure that the leniency of this Security instrument has not been violated; (e) pays all costs of collection including attorney fees; and (f) complies with all terms and conditions of this Security instrument.

Security Instrument, however, this option shall not be exercisable if exercise is demanded of Lender or the date of this Security Instrument, Lender shall give Borrower notice of acceleration. The notice shall provide all Lender may invoke any remedies permitted by this Security Instrument without notice or demand of Borrower.

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Form 3014 8/90 (Page 6 of 6 pages)

This instrument was prepared by: Marianne Mainiero, 2720 W. Devon Ave, Chicago, IL 60659



My Commission Expires:

Witness my hand and official seal the 9TH day of OCTOBER, 1992.

I, the undersigned, a Notary Public in and for said County and State, do hereby certify, that Gary G. Zhang and Party Gu Zhang, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that they signed said instrument for the uses and purposes herein set forth.

I, the undersigned, a Notary Public in and for said County and State, do hereby certify, that Gary G. Zhang and Party Gu Zhang, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that they signed said instrument for the uses and purposes herein set forth.

COUNTY OF COOK

STATE OF ILLINOIS

Space below this line for acknowledgement

Patty Gu Zhang  
Borrower  
(Seal)

Gary G. Zhang  
Borrower  
(Seal)

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

1-A Family Rider  
Conditional Rider

(Applicable riders listed below)

24. Rider 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 this Security Instrument as if the rider(s) were part of this Security Instrument. Supplements the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument. If the covenants and agreements of each such rider shall be incorporated into this Security Instrument, it shall be deemed to be a part of this Security Instrument.

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UNIT NUMBER 3262-"E", AS DELINEATED ON THE PLAT OF SURVEY OF BISHOP'S  
GATE CONDOMINIUM IN PART OF THE NORTHEAST 1/4 AND PART OF THE NORTH 26  
1/4 RODS OF THE NORTHEAST 1/4 AND PART OF LOT 2 IN COUNTY CLERK'S  
DIVISION OF THE NORTHEAST 1/4, ALL IN SECTION 30, TOWNSHIP 42 NORTH,  
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY  
IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP  
MADE BY GLENVIEW STATE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED  
JANUARY 18, 1978, KNOWN AS TRUST NUMBER 1654, RECORDED AS DOCUMENT  
NUMBER 24 731 730 AND FILED AS DOCUMENT NUMBER 30 60 965, AS AMENDED  
FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN  
THE COMMON ELEMENTS APPURtenant TO SAID UNIT AS SET FORTH IN SAID  
DECLARATION, AS AMENDED FROM TIME TO TIME (EXCEPTING ALL THE PROPERTY  
AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN  
SAID DECLARATION AND PLAT OF SURVEY), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

92762443

324372

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 9TH day of OCTOBER, 1992 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to First Cook Community Bank, F.S.B. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**3262 N. Sanders Rd. #8E, Northbrook, Illinois 60062**  
(**"Property Address"**)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INTEREST.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtain and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or in its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; and (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

*Gary G. Zhang* 10/16/08 (Seal)  
Gary G. Zhang Borrower  
*Patty Gu Zhang* 10/16/08 (Seal)  
Patty Gu Zhang Borrower

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THIS CONDOMINIUM RIDER is made this 9TH day of OCTOBER, 1992, 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 (the "Note") to First Cook Community Bank, F.S.B. (the "Lender") of the same date and covering the property described in the Security Instrument and located at 3262 N. Sanders Rd. #8E, Northbrook, Illinois 60062 ("Property Address").

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Bishop's Gate Condominium (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 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 such 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 such 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.

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

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

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

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

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

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

92762143

(Seal)

Gary G. Zhang

Borrower

Gary Gu Zhang

Borrower