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RECORD & RETURN TO:
THIS INSTRUMENT PREPARED BY:
JO NEJELDY
HARTLAND FINANCIAL SERVICES, INC.
200 W. MADISON ST. SUITE 400
CHICAGO, IL 60606

9283111

BEING RE-RECORDED TO ADD RIDER
LOAN# 27039

DEPT-01 RECORDING \$33.00
T#6666 TRAN 9808 10/02/92 11:43:00
\$1024 # 92-734909
COOK COUNTY RECORDER

9283111

92734909

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 25, 1992**
The mortgagor is **JAMES T. BOGESS AND JULIE BOGESS, HIS WIFE**

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

HARTLAND FINANCIAL SERVICES, INC.
which is organized and existing under the laws of

ILLINOIS

, and whose address is

200 W. MADISON ST. SUITE 400 CHICAGO, IL 60606

(Lender). Borrower owes Lender the principal sum of
FIFTY THOUSAND AND NO/100-----
Dollars (U.S. \$ **50,000.00**). 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

OCTOBER 1, 2007. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND FORMING A PART HEREOF:

92734909

TAX ID# 03-24-202-026-1002

9283111

DEPT-01 RECORDING \$33.00
T#3333 TRAN 7861 11/06/92 13:56:00
\$4205 # 92-831111
COOK COUNTY RECORDER

which has the address of **804 OLD WILLOW RD. UNIT 102**
[Street]

PROSPECT HEIGHTS
[City]

Illinois **60070** ("Property Address");
[Zip Code]

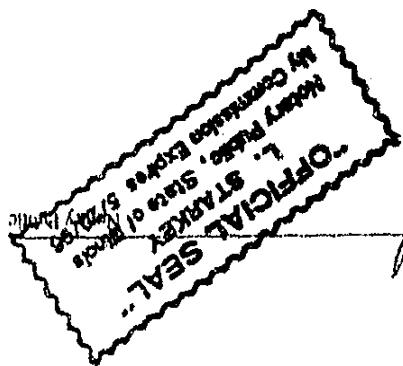
ILLINOIS-Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1670 (9202)

Form 3014 9/90 (page 1 of 6 pages)

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Form 301A 9/90 (page 6 of 6 pages)



(Address)

(Name)

This instrument was prepared by

5B0196

My Commission expires

Given under my hand and official seal, this

25

day of April

for the

and delivered the said instrument as

4/22/93

free and voluntary act, for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

4/22/93

personally know to me to be the same person(s) whose name(s)

do hereby certify that James T. Boggess and Julie Boggess

1. the undersigned, a Notary Public in and for said County and State,

County ss:

COOK

STATE OF ILLINOIS.

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witness:

Secuity instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this

[Rider(s) (Specify)] RIDER TO MORTGAGE

- | | | | | |
|--|---|---|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> 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 this Security instrument as if the rider(s) were a part of this Security instrument and applicable to this 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 be a part of this Security instrument. | <input type="checkbox"/> [Check applicable box(es)] | | | |

[Check applicable box(es)]

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 be a part of this Security instrument.

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

BORROWER COVENANTS that Borrower is lawfully 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 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 premium, 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. § 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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18. Security instrument or (b) entry of a judgment enforcing this Security instrument. These conditions are true this Borrower:

(a) applies law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this instrument and the obligors secured hereby shall remain fully elective as if no acceleration had occurred; however, this instrument and the tenor of this Security instrument shall continue unchanged. Upon reinstatement by Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument, Lender's rights in the Property and Lender may reaccelerate instrument, including, but not limited to, reasonable attorney fees; and (d) makes such action as Lender may reasonably occurred; (b) gives any detail of any other convenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument and the Note under this Security instrument until the Note is in the event of acceleration of 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 Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence, storage, or release of any Hazardous Substances on or in the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to normal residential uses and to maintenance of the Property.

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 Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence, storage, or release of any Hazardous Substances on or in the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to normal residential uses and to maintenance of the Property.

20. Hazardous Substances. Borrower shall not cause or permit the presence, 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 normal residential uses and to maintenance of the Property.

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 state (a) the action required to cure the breach of any covenant or agreement; (b) the date by which the breach must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default is deemed to have occurred. The notice shall state (d) that failure to cure the breach of any covenant or agreement by the date specified in the notice may result in the acceleration of the sum secured by this Security instrument, provided that the note or debt on which the notice is given to Borrower is not cured on or before the date specified in the notice.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this security instrument in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of the remedies provided in this paragraph 21, including, but not limited to, collection of all expenses incurred in pursuing this Security instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred further demand and may require immediate payment in full of all sums secured by this Security instrument without notice, Lender, at his option may require immediate payment of the non-existence of a default or any other defense of Borrower to assert in the foreclosure proceeding the non-existence of the right to reinstate after acceleration and forclosure. If the proceeds of the sale of property following Borrower's failure to reinstate after acceleration and foreclosure shall further inform Borrower of the right to reinstate after acceleration and sale of the Property. The notice shall state (a) the date by which the notice may result in acceleration of the sum secured by this Security instrument, provided that the note or debt on which the notice is given to Borrower is not cured on or before the date specified in the notice.

23. Waiver of Homestead. Borrower wills all right of homestead exception in the Property instrument without charge to Borrower. Borrower shall pay any recording costs.

LEGAL DESCRIPTION RIDER

TO

MORTGAGE & ASSIGNMENT

9283111

TO COME

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

UNIT 1-102 AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"),
THE WEST 1020.00 FEET ~~NE 1/4~~ ^{SW 1/4}; 53 ACRES OR ~~NE 1/4~~ ^{SW 1/4} OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDEMNATION MADE BY MAYWOOD PROVISO STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 21, 1980 AND KNOWN AS TRUST NUMBER 5393, RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23-683-770, TOGETHER WITH SAID PARCEL ALL THE PROPERTY AND PARCELS COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND FILED IN SURVEY, ATTACHED AS DOCUMENT NUMBER 23-705-168.

James T. Boggess
JAMES T. BOGESS

Julie Boggess
JULIE BOGESS

SEPTEMBER 25, 1992

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Property of Cook County Clerk's Office

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22835171

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10. Contingent notice at the time of or prior to an inspection specifically listing reasonable cause for the inspection. The proceeds of any award or claim for damages, direct or consequential, in connection with any five borrower notices shall not be made reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable notices upon and inspections of the property. Lender shall and Lender or applicable law.

Lender's option, within the requirements for mortgagage insurance funds in accordance with any written insurance provision, until the proceeds of any award or claim for damages, direct or consequential, or to provide a available and is obtained, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes of mortgage insurance. Losses reserve payments may no longer be required, at the option of Lender, if a loss reserve insurance coverage insurance. Lender will accept, use and retain these payments as a loss reserve in lieu Lender approved by Lender. If subsequently equivalent mortgage insurance coverage is not available, Borrower shall pay to insure any amount under a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Borrower when the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost subsubstantially equivalent to the cost to Borrower of the mortgage insurance coverage in effect, from an alternate provider approved by Lender. If subsequently equivalent to the mortgage insurance coverage in effect, Borrower shall pay the premium required to obtain coverage equivalent to the mortgage insurance coverage in effect. If, for any reason, the mortgage insurance required to maintain the mortgage insurance as a result of this security instrument, Borrower shall pay the mortgage insurance coverage required by Lender lapses or ceases to be in effect. If, for any reason, the mortgage insurance required to maintain the mortgage insurance as a result of this security instrument, Borrower shall pay the mortgage insurance coverage required by Lender.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender, to Borrower requesting

under this paragraph 7, Lender does not have to do so.

In court, paying reasonable attorney fees and entitling to the Property to make repairs, although Lender may take action Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appraising Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender may do a proceeding in bankruptcy, probate, for condemnation or for title or to enforce laws or regulations, then Property (such as a judgment in favor of Lender) will any mortgage rights in the Security instrument in connection with contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the contained in the instrument or stipulations to Lender (or related to the valid Lender with any material information) in connection with the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements of the lease, it Borrower acquires fee title to the Property, the leased and the fee title shall not merge unless Lender agrees Property as a principal residence. If this Security instrument is a leasehold, Borrower shall comply with all the provisions the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the property in fulfillment of stipulations to Lender (or related to the valid Lender with any material information) in connection with the merger in writing. Borrower shall also be in default of Borrower, during the loan application process, gave materially false or material in the Property or other material importance of the loan created by this Security instrument or Lender's security or proceeding to be diminished with a filing that, if Lender's good faith determination, provides for return of the Borrower's security interest, Borrower may cure such a default and restore its security interest, as provided in paragraph 18, by causing the action Lender's security interest, Borrower may repossess, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property, or otherwise impair the lien created by this Security instrument or be in default if any forfeiture action is commenced, whether civil or criminal, is begun that in Lender's good faith judgment results damage or impair the Property, allow the waste on the Property. Borrower shall not be liable one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be the execution of this Security instrument as Borrower's principal residence within sixty days after Lender holds, Borrower shall occupy, preserves, establishes, and uses the Property as Borrower's control. Borrower shall not be reasonably within, or unless Lender otherwise agrees in writing, my application of proceeds to principal residence for a period of time after the date of occupancy the Property to determine, or committ waste on the Property.

6. Occupancy, Reservation, Maintenance and Protection of the Property; Borrower's Loan Application instrument immediately, by prior to the acquisition.

Lender and Borrower otherwise agree in writing, my application of proceeds to principal residence shall not exceed or form damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 7, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Lender notice is given, Lender and Borrower otherwise agree in writing, my application of proceeds to principal residence for a period of time after the date of occupancy the Property to determine, or committ waste on the Property.

The Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the Property or to settle a claim, then Lender may collect the insurance premiums, whether or not then due. The 30-day period to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If the insurance or repair is not economically feasible and Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by Lender's security feasibility is not lessened. If the

Lender's Lender may make payment 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 insurance carrier and All insurance policies and renewals shall be acceptable to Lender and Lender's security is not lessened. If the

Lender's option, within Lender may make payment of loss if not made promptly by Borrower, of paid premiums and renewals, if Lender's security falls to maintain certain coverage described above, Lender may, at

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condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and 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 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 otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Unless Lender and 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 Waiver. Extension of the time for payment 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 shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any 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 consent.

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 Law; 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. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **25th** day of **SEPTEMBER, 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 to

HARTLAND FINANCIAL SERVICES, INC.

(the "Lender")

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

804 OLD WILLOW RD. UNIT 102 PROSPECT HEIGHTS, IL 60070
(Property Address)

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

WILLOW HEIGHTS 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.

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;

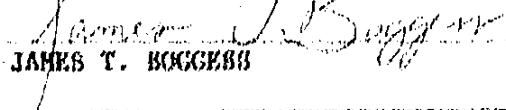
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

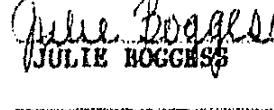
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(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.


JAMES T. BOGGESE
(Seal)
Borrower


JULIE BOGGESE
(Seal)
Borrower

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