

# UNOFFICIAL COPY

PREPARED BY AND MAIL TO:

LOAN # 7204485

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

[Space Above This Line For Recording Data]

## MORTGAGE

92988011

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 23rd, 1992  
ROBERT E. REPTOWSKI, DIVORCED, NOT REMARRIED

("Borrower"). This Security Instrument is given to  
SUBURBAN NATIONAL BANK OF PALATINE

which is organized and existing under the laws of  
address is 50 N. BROCKWAY  
PALATINE, IL. 60078  
SIXTY THOUSAND EIGHT HUNDRED & 00/100

THE STATE OF ILLINOIS

, and whose

(Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 60,800.00

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 JANUARY 1, 2008. 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  
TAX ID #: 02-24-104-048 COOK County, Illinois:

SEE ATTACHED ADDENDUM "A".

REF#-01 SECURING  
TAX ID# 02-24-104-048  
400 S. BAYBROOK DR.  
COOK COUNTY, IL

which has the address of 111 S. BAYBROOK DRIVE  
Illinois 60067 ("Property Address");  
[Zip Code]

PALATINE

(Street, City),

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
M-8R(IL) (0106) 7204485 VMP MORTGAGE FORMS - (313)263-8100 - (800)821-7281

Page 1 of 6

Form 3014 9/90  
Amended 5/91  
Initials: *RL*

31/30

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, 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 household 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 attachable to the Property which may attain priority over this Security Instrument, and household 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 substituting 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.

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13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a rate, 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 limits; and (b) any sums already collected from Borrower which exceeded permitted limits shall be refunded to Borrower, however, if a refund reduces principal, the reduction will be treated as a partial prepayment without any repayment charge under the Note.

14. **Notes.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail and makes applicable law requires use of another method. The notice shall be directed to the Primary Address of 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 by 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. **Covering 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 of this Security Instrument and the Note are declared to be severable.

16. **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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signer. 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 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 mitigate, grant and convey title thereto'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, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

11. Borrower Not Released; Forbearance; Lender Not a Waller. Extension of the time for payment of nondiscretionary obligations of the Borrower to the Lender 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 release the liability of the original Borrower or Borrower's successors in interest of Borrower in the event of the death, incapacity, or incompetency of the original Borrower or Borrower's successors in interest, or in the event of the transfer of all or any part of the assets or business of the original Borrower or Borrower's successors in interest to another person or persons.

Under this section, if the principal amount of any application of proceeds to principal shall not exceed or postpone the due date of the maturity of any obligation referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is sold under a by-Buyer's offer, or if, after notice by Lender to Borrower that the condominium officer fails to respond to a notice to restore 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 the Security instrument which is then due.

SUMS REQUIRED BY THIS ESTATE BY HIS MUNIMENT WHETHER OR NOT THE SUMS ARE THEN DUE.

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 last 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 Security instrument shall be reduced by the amount of the proceeds multiplied by the fair market value of the sums secured immediately before the taking, (b) the fair market value of the Property immediately before the taking, Any balance shall be paid to Borrower, in die event of a partial taking of the Property in which the last market value of the Property is less than the amount of the sums secured immediately before the taking, the proceeds shall be applied to the sums secured by this Security instrument, unless otherwise provided, the amounts of the sums secured by the other contracts shall be apportioned in accordance with the terms of such contracts.

18. (a) **Remediation.** The proceeds of any award of claim for damages, unless otherwise provided, shall be used to implement a plan of remediation or other leaking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and conditioned upon or other leaking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspec~~tion~~<sup>ation</sup>. Leader or his agent may make reasonable cutis~~es~~<sup>es</sup> upon and inspect~~ations~~<sup>tions</sup> of the Prepe~~ry~~<sup>rty</sup>. Leader shall give however notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

payments may no longer be required; at the option of Landlord, if monthly **minimum insurance coverage in the amount and for the period** provided by an insurer approved by Landlord becomes available and is obtained, **Borrower shall pay direct premiums and any premium** in accordance with any written agreement between Borrower and Lender or applicable law.

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**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 periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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21. Acceleration; Remedies; Lender shall give notice to Borrower prior to accelerating following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to breaching under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date the debt which the debt must be cured; and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt must be cured; and (e) application law provides otherwise). The notice shall specify: (a) the debt to be cured; (b) the date the debt must be cured; and (c) the date the debt will be declared due.

22. Remedies. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to its transferee at the cost of title evidence.

23. Writter of Homestead. Borrower waives all right of homestead exception in the Property.

NON-LINERFORM COVENANTS. Rotower and Lender further covenant and agree as follows:

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have by this Security instrument without notice or demand on Borrower:

- (a) agreement of this Security instrument disclosed at any time prior to the earlier of (i) 5 days after 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 (ii) entry of a judgment entitling this Security instrument to any power of sale contained in this Security instrument.
- (b) sums which then would be due under this Security instrument and the Note as if no acceleration had occurred.
- (c) cure of any other covenants or agreements (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assure that the loan 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 unimpaired. Upon reinstatement by Borrower, this Security instrument and the obligations shall apply in the case of

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 law.

16. Borrower's Copy. Borrower shall receive one 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 this security instrument is sold or transferred and Borrower is not a natural person) without

18. Lender's Option. However, if this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument, Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument and a prior written consent in writing, is sold or transferred and Borrower is not a natural person) without

19. Remedies. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument.

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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:

*Robert C. Reptowksi* (Seal)  
ROBERT C. REPTOWSKI  
-Borrower

(Seal)

(Seal)

-Borrower

(Seal)

County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that

, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

23

day of

*December 1992*

My Commission Expires:

This instrument was prepared by:

JENNIFER FORTNER

REC'D (IL) (9105) RECORD AND RETURN TO: Page 8 of 8  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181



Form 3014 9/90

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92988001

which plant is attached as Exhibit "A" to Deed-in-lieu of Condominium Ownership and of Easements, Restrictions and Covenants for Baybrook Park Apartment Homes Building "D" Condominium (hereinafter referred to as the "Declaration") made by Lasalle National Bank, a national banking association, not personally but, as trustee under trust Agreement dated August 20, 1971 known as Trust #42956, and recorded in the Office of the Recorder of Cook County, Illinois on September 14, 1973 No. 22479186, together with a 1.1494 percent interest in the Common Elements, appurtenant to said Unit, as set forth in said Declaration.

Hence North 90 degrees 00 minutes 00 seconds East 73.34 feet to the place of beginning, in Cook County, Illinois,

thence North 00 degrees 00 minutes 00 seconds East 73.34 feet to the place of beginning, in Cook County, Illinois,

thence North 00 degrees 00 minutes 00 seconds East 139.80 feet;

26.95 feet; thence North 00 degrees 00 minutes 00 seconds East 139.80 feet;

seconds East 27.67 feet; thence North 00 degrees 00 minutes 00 seconds East 27.67 feet;

degrees 00 minutes 00 seconds West 27.67 feet; thence North 00 minutes 00

minutes 00 seconds East 38.33 feet; thence South 30 degrees 00 minutes 00

degrees 00 minutes 00 seconds West 84.52 feet; thence North 30

degrees North 60 degrees 00 minutes 00 seconds East 139.80 feet;

thence North 00 degrees 00 minutes 00 seconds West 73.34 feet;

139.80 feet; thence North 00 degrees 00 minutes 00 seconds West

seconds West 139.80 feet; thence South 60 degrees 00 minutes 00

minutes 00 seconds West 73.34 feet; thence North 00 minutes 00

degrees 00 minutes 00 seconds East 139.80 feet; thence South 60

degrees South 00 degrees 00 minutes 00 seconds West 139.80 feet; thence South 60

degrees 00 minutes 00 seconds East along said line of the tract of land bearing herein described;

(at right angle to said East line of the Northwest 1/4) a distance of 169.83

feet to the place of beginning of the tract of land bearing herein described;

Northwest 1/4 of said Section 24, a distance of 667.47 feet from the North 1/4

corner of said Section 24, thence South 90 degrees 00 minutes 00 seconds West

degrees 00 minutes 00 seconds West along said East line of the

North, Range 10, East of the Third Principal Meridian, described as commencing at a point on the East line of said Northwest 1/4, said point being South 00

North, Range 10, East of the Northwest 1/4 of the Section 24, Township 42

that part of the Northwest 1/4 of the Northwest 1/4 of the Section 24, described as

Unit Number 607-D as delineated upon the Plate of Survey (hereinafter referred to

as the "Place") of the following described parcel of real property ("Parcel");

REAL DESCRIPTION:

L0AN NUMBER 72-0448

ROBERT E. REPTOMSKI

ADDENDUM "A"

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Property of Cook County Clerk's Office

RECEIVED  
CLERK'S OFFICE

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Form 3140-8-50  
Page 1 of 2  
MORTGAGE FORMS - (312)293-8100 - (800)162-7201  
VNR MORTGAGE FORMS - Single Family - Family/Mobile/Freddie Mac UNIFORM INTERESTMENT  
MULTI STATE CONDOMINIUM RIDER - Single Family - Family/Mobile/Mac UNIFORM INTERESTMENT  
Form 3140-8-50  
Page 1 of 2  
MORTGAGE FORMS - (312)293-8100 - (800)162-7201  
VNR MORTGAGE FORMS - Single Family - Family/Mobile/Freddie Mac UNIFORM INTERESTMENT

However in connection with any condemnation or other taking of all or any part of the Property, whether or not the Landowner, the proceeds of any award or claim for damages, direct or consequential, payable to coverage to Landowner.

(iv) **Assumption**. Borrower shall take such actions as may be reasonable to insure that the Winters Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Landowner.

(v) **Public Liability Insurance**. Borrower shall take such actions as may be reasonable to insure that the Winters Association maintains a hazard insurance policy payable to the Security Instrument, with any access paid to shall be paid to Landowner for application to the sums secured by the Security Instrument, with any access paid to property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and in the event of a distribution of hazard insurance proceeds in lieu of reversion or return following a loss to the Borrower.

Borrower shall give Landowner notice of any lapse in required hazard insurance coverage to the Security Instrument.

(vi) **Property is deemed satisfied** to the extent that the required coverage is provided by the Owners Association policy.

(vii) **Borrower's obligation under Lienholder Covenant § 10** maintain hazard insurance coverage on the property is clearly premised on hazard insurance on the Property and one-twelfth of the yearly premium installments for hazard insurance on the Property and

(viii) **Lender waives the provision in Lienholder Covenant 2 for the monthly payment to Lender of and hazards included within the term "extended coverage", which**

provides insurance coverage in the amounts, for the periods, and against the hazards lender specifies, including fire and other, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Landowner and which

Borrower and Lender further covenant and agree as follows:

**C. CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Document, Borrower and Landowner further covenant and agree as follows:

A. **Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project, which creates the Condominium Project; (ii) by laws; (iii) code of regulations; and (iv) declaration of any other document which creates the Condominium Project. The "Condominium Documents" are the (i) Declaration of the Condominium Project, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Landowner and which

Borrower and Lender further covenant and agree as follows:

**D. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance

and hazards included within the term "extended coverage", which is satisfactory to Landowner and which

Borrower and Lender further covenant and agree as follows:

**E. Name of Condominium Project.** The Project known as "BAYBROOK" and located at:

The Project includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of

Property also includes Borrower's interest in the Owners Association or use of its members or shareholders, the "Owners Association" holds title to property for the benefit of other units for the Condominium Project

(the "Condominium Project") and the owners association or other entity which acts for the Condominium Project

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

(the "Landowner")

**SUBURBAN NATIONAL BANK OF PALATINE**  
NOTE TO  
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's

and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security

and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security

THIS CONDOMINIUM RIDER is made this 23rd day of DECEMBER 1992

## CONDOMINIUM RIDER

# UNOFFICIAL COPY

RECEIVED  
COURT CLERK'S OFFICE  
COOK COUNTY, ILLINOIS  
JULY 12 1980

However \_\_\_\_\_  
(Seal)  
  
However \_\_\_\_\_  
(Seal)  
  
However \_\_\_\_\_  
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However \_\_\_\_\_  
(Seal)

## HOBART E. REPTONSKI

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

By doing so, Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Any amounts due and unpaid by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument when due, then Lender may pay any amounts due and unpaid by Lender under this paragraph F to Lender.

Rider:

(a) any action which would have the effect of reducing the public liability insurance coverage available to the Owners;

(b) any amendment of professional management and assumption of self-management of the Owners benefit of Lender;

(c) termination of professional management and assumption of self-management of the Owners benefit of Lender;

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

(e) any amendment or addition to any provision of the Condominium Documents if the provision is for the express benefit of Lender;

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

(g) the abandonment or termination of the Condominium Project by Lender in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(h) the subdivision or subdividing the Property or consent to:

- E. Lender's Power of Attorney. Borrower shall not, except after notice to Lender and with Lender's prior provided in Limited Coverage (I).

unit or of the common elements, or for any conveyance in lieu of condominium, 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 Limited Coverage (I).