

BOX 333 UNOFFICIAL COPY

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

Form 301-9/90
Page 1 of 8
60634 - 1721437 - VILLAGE OF MORTGAGE LOANS - 1901 SOUTHERN MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

(ZIP Code) Illinois 60634 (Property Address):

which has the address of 4106 N. NARAGANSETT AVE UNTIL CHICAGO CITY, ILLINOIS
THESE ARE THE ATTACHED DOCUMENTS RECEIVED TO THE CLERK'S OFFICE AT THE DATE AND PLACE

49, 6/1/1991 DURING THE PERIOD OF EXPIRATION, WHICH IS THE SAME AS ATTACHED TO
THE ENCLOSURE WHICH TO THE USE OF EXPANDING SPACE IN THE ATTACHED PAGE

ILLINOIS PRINCIPLE 2
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY,
CONDOMINIUM RECORDED AS DOCUMENT NUMBER 89214994, TOGETHER WITH ITS
MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF

SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
LOT 32 IN DUNNING ESTATES, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF
SURVEY OF THE FOLLOWING DESCRIBED REAL STATES:

UNIT 511 IN THE RIDGEMOOR ESTATES CONDOMINIUM, AS DELINERATED ON A
PARCEL 1; TAX ID #: 13-18-411-004-1044

COOK COUNTY, ILLINOIS

Note: For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

this Security Instrument and (c) the performance of Borrower's obligations under this Security Instrument and the

modifications of this Note; (b) the payment of all other sums, which interest, advanced under Paragraph 7 to protect the security of

Instrument securing to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and

payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2021.

This Security Instrument secures to Lender, if not paid earlier, due and payable on NOVEMBER 1, 2021.

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly

payments (U.S. \$ 76,600.00).

SEVENTY SIX THOUSAND SIX HUNDRED 6 00/100

OAK PARK, IL 60301

address is 1048 WEST LAKE STREET

which is organized and existing under the laws of

THE STATE OF ILLINOIS

, and whose

FIRST CHICAGO BANK OF OAK PARK

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

(Lender), Borrower owes Lender the principal sum of

JOHN J. ZZO, DIVORCED, NOT REMARRIED

. The mortgagor is

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 10TH, 1991

[Space Above This Line for Recording Date]

MORTGAGE

Re: *Deed to addl house 2*
91541783 92232124

1991 OCT 17 AM 11:26
LOAN # 1721437

PREPARED BY AND MAILED TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTHERN MEYERS ROAD, SUITE 300

OAKBROOK TERRACE, IL 60181

PREPARED BY AND MAILED TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTHERN MEYERS ROAD, SUITE 300

OAKBROOK TERRACE, IL 60181

PREPARED BY AND MAILED TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTHERN MEYERS ROAD, SUITE 300

OAKBROOK TERRACE, IL 60181

PREPARED BY AND MAILED TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTHERN MEYERS ROAD, SUITE 300

OAKBROOK TERRACE, IL 60181

UNOFFICIAL COPY

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

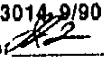
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Form 3014-9/90

Initials: 

UNOFFICIAL COPY

Form 304 8/90
Page 3 of 4

Form 6R(1) (a)(1)

be in effect. Lender will accept, use and retain such payments as a loss reserve in lieu of monies due in advance. Losses reserved one-twelfth of the yearly monies due in insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be available except in cases where it is not available, Borrower shall pay to Lender each month a sum equal to the cost to Borrower of the monthly insurance coverage in effect, from an alternate monthly insurance provided by Lender. If option to cover any insurable liability equivalent to the insurance coverage previously in effect, at a cost substantially equivalent to the monthly insurance coverage required by Lender to maintain the insurance coverage in effect, Borrower shall pay the premium required to insure against risks or causes to be in effect, for any reason, the insurance, Borrower shall pay the premium required by Lender to make the loan secured by this Security instrument.

8. Mortgagor Insurance. If Lender received monies due in insurance as a condition of making the loan secured by this Security instrument, Lender shall pay the premium required to Borrower reducing payment.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument until the Note rate and Lender agree to other terms of payment, these amounts shall bear interest from the date does not have to do so.

9.1542783

automatically, fees and encumbrances on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender

paying any sums accrued by a lien which has priority over this Security instrument, appearing in court, paying reasonable legal expenses necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may include

for whatever is necessary to enforce or to conform laws or regulations, which Lender may do and pay proceedings in bankruptcy, probable, for condemnation or forcible entry affecting Lender's rights in the Property such as a

this Security instrument, or where it is legally proceeding that may significantly affect Lender's rights in the Property.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the conditions and agreements contained in

not merge unless Lender agrees to the merger in writing.

shall comply with all the provisions of the Note, if Borrower becomes liable to the Property, the lessor shall and the lessee shall commence proceedings for recovery of the amount evicted by Lender in this Security instrument is on a leasehold, Borrower any malicious infliction) in connection with the loan evicted by the Note, including, but not limited to, repossessions loan application process, gave notice to Borrower's interest, Borrower shall also be in default if Borrower, during the time created by this Security instrument or Lender's security interest, failing to be dismissed within a reasonable period of time and reasonably, as provided in paragraph 18, by cause of action or proceeding to be dismissed within a reasonable period of time created by the lessee in Lender's good faith determination, proceedings for recovery of the amount evicted by Lender in this Security instrument or Lender's security interest, Borrower may cure such defect otherwise materially impair the lessee in Lender's good faith judgment could result in forfeiture of the Property or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or allow the Property to deteriorate, or commit waste or the Property, Borrower shall be in default if any forfeiture action or action against circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair the Property, date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or the Security instrument and shall continue to occupy the Property as principal residence for at least one year after the date of acquisition, and the Property as Borrower's principal residence within sixty days after the execution of

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

unless Lender did Borrower otherwise agree in writing, any proceeds to principal shall not exceed or postpone

prior to the acquisition.

Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately

21. the due date of the Note, if, notwithstanding the right to any insurance policies and proceeds resulting from damage to the due date of the Note, Lender may receive to in paragraphs 1 and 2 or change the amount of the payments, if under paragraph

unless Lender did Borrower otherwise agree in writing when the note is given.

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

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair of the

may make proof of loss in not made promptly by Borrower.

property and personalty, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender have the right to hold the policies and renewals, if Lender requires, Borrower shall promptly give to Lender all receipts of paid

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, Lender shall

coverage to project Lender's rights in the Property in accordance with paragraph 7.

be unreasonably withheld, if Borrower fails to mail him coverage described above, Lender may, at Lender's option, obtain reinsurance. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which Lender provides, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

UNOFFICIAL COPY

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds 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.

UNOFFICIAL COPY

Form 301A-99
Page 6 of 6
ENV-8R(1L) (1011)

23. Writter of Homeestead, Borrower writes all right of homestead exemption in the Property, without charge to Borrower. Borrower shall pay any recording costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to, reasonable attorney fees and costs of title evidence, but not limited to, reasonable attorney fees and costs of title evidence.
21. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any applicable law or regulations, Lender shall provide a copy of the regulations to Borrower.

18
19
20
21
22
23

- NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:
10. Hazardous Substances, "Hazardous Substances" are those substances defined as toxic or hazardous substances by this paragraph 20, "Environmental Law", means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
11. Environmental Law and the Following Substances: Gasoline, kerosene, motor oil, paint thinner, paint thinner solvents and thinners, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, toxic pesticides and herbicides, volatile substances, gases, fumes, smoke, dust, mold, mildew, fungi, mold spores, and other substances in accordance with Environmental Law.
12. Borrower's Duties, Borrower shall perform all obligations of any Hazardous Substance according to the requirements of any Environmental Law and any applicable regulation or rule promulgated by any agency or authority having jurisdiction over such substance or material.
13. Environmental Law, Lender will demand, demand, or otherwise require action by any Borrower to remove or abate any Hazardous Substance if it is necessary to protect the Property or any part of the Property from damage or destruction caused by any Hazardous Substance.
14. Environmental Law, Lender will demand, demand, or otherwise require action by any Borrower to remove or abate any Hazardous Substance if it is necessary to protect the Property or any part of the Property from damage or destruction caused by any Hazardous Substance.
15. Environmental Law, Lender will demand, demand, or otherwise require action by any Borrower to remove or abate any Hazardous Substance if it is necessary to protect the Property or any part of the Property from damage or destruction caused by any Hazardous Substance.
16. Borrower's Copy, Borrower shall be given one copy of this Security Instrument.
17. Transferee of the Property or Beneficial Interest, If a beneficial interest in Borrower's right to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted under this instrument. However, this option shall be exercised by Lender if exercisable under this instrument. Lender's prior written consent, Lender may, at its option, require immediate payment of all sums secured by this Security instrument. If Lender exercises this option, Lender 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. However, this option shall be exercised by Lender if exercisable under this instrument. Lender's prior written consent, Lender may, at its option, require immediate payment of all sums secured by this Security instrument. If Lender exercises this option, Lender 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.

18
19
20
21
22
23

UNOFFICIAL COPY

92232126

ED: 1 ND 10-26-1991

92232126

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:

Bonnie J. Miller

John J. Izze (Seal)
JOHN J. IZZE
Social Security Number 356 34 2073

-Borrower

(Seal)

Social Security Number

-Borrower

Social Security Number
STATE OF ILLINOIS,

(Seal)

Social Security Number

-Borrower

Notary Public in and for said county and state do hereby certify that

John J. Izze, Divorced, Not remarried

, 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.

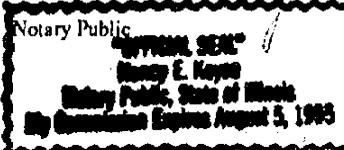
Given under my hand and official seal, this 10th day of October, 1991.

My Commission Expires:

This Instrument was prepared by:

JENNIFER DEMIRO

REC'D (IL) (9101) RECORD AND RETURN TO: Page 6 of 6
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181



UNOFFICIAL COPY

100
Form 3140 9/90

VMP MORTGAGE FORMS (313)283-8100 (800)521-7291

Page 1 of 2

Form 8 (1980)

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

Borrower in connection with any condominium or other taking of all or any part of the Property, whether or not D. Contingent. The proceeds of any award or claim for damages, direct or consequential, payable to coverage to Lender.

Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the coverage, Borrower.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair of a loss to the property, whicher 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 shall give Lender prompt notice of any lapse in required hazard insurance coverage.

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance on the property is deemed satisfied to the extent that the required coverage is provided by the owners Association policy.

(iii) Once-while of the yearly premium installments for hazard insurance on the property, and

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of and hazards included within the term "extended coverage", then:

carries, 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 hazards Lender requires, including fire documents, Borrower shall promptly pay, when due, all uses and assessments imposed pursuant to the Condominium documents, Borrower creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent document which creates the Condominium Documents, the Condominium Documents are the: (i) Declaration of any other Condominium Project's Constituent Documents, the Condominium Documents are beneficiaries of Borrower's interest.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the instrument, Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Project known as:

Property also includes Borrower's interest in the Owners Association or use of its members or shareholders, the (the "Owners Association"), if the owners association or other entity which acts for the Condominium Project (the "Condominium Project"), or the Condominium Project (Name of Condominium Project)

RIDGE MOOR ESTATES CONDOMINIUM ASSOCIATION

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

4106 N. NARAGANSETT AVE UPTL CHICAGO, ILLINOIS 60634

of the same date and covering the property described in the Security Instrument and located at (the "Lender")

FIRST CHICAGO BANK OF OAK PARK
Note to

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

THIS CONDOMINIUM RIDER is made this 10th day of OCTOBER 1991

CONDOMINIUM RIDER

9 1 5 4 1 7 8 3 1721437

UNOFFICIAL COPY

91541783

92232124

Property of Cook County Clerk's Office

-Borrower _____
(Seal)

-Borrower _____
(Seal)

-Borrower _____
(Seal)

-Borrower _____
(Seal)

JULY 3, 1990

Rider.

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

F. Remedies: If Borrower does not pay Condominium dues and assessments when due, then Lender may pay amounts due to the Owners Association unaccaptable to Lender.

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

Assumption; or

(iii) Termination of professional management and assumption of self-management of the Owners benefit of Lender;

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

by condemnation or eminent domain;

(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 without consent, either partition or subdivision the Property or consent to:

provided in Uniform Covenant 10.

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as until or of the common elements, or for any convenience in lieu of condominium, are hereby assigned and shall be F. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior