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LOAN NO.: 000-10200-5

BOX 404

MORTGAGE

- DEPT-01 RECORDING \$41.00
- T#1111 TRAN 6070 05/01/92 14:29:00
- #5938 A *-92-298761
- COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on APRIL 25, 1992 The mortgagor is

CHARLES H. LEBENSORGER, AND, SUSAN D. LEBENSORGER, HIS WIFE

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

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

which is organized and existing under the laws of United States of America , and whose address is 3525 WEST 63RD STREET, CHICAGO IL 60629

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

THIRTY FIVE THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$ 35,500.00) 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 MAY 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:

REFER TO ADDENDUM ATTACHED HERETO AND MADE PART HEREOF

418

P.I.N.: 24-07-104-015-1001
which has the address of 9654 S. NOTTINGHAM, UNIT 1-A CHICAGO RIDGE (Street, City),
Illinois 60415 (Zip Code) ("Property Address");

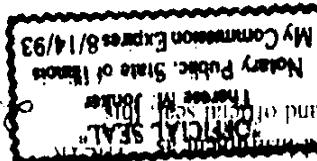
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Form 3014 9/90

HOMESTEAD, ILLINOIS 60446 ATTN: RONNIE HEFFMAN

This instrument was prepared by SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION
1062 SOUTHWEST HIGHWAY, #600

Charles H. LeBensroger
Nancy Public
Given under my hand and of my own free will, this 25th day of April, 1992.
I, personally know to me to be the same person(s) whose name(s)
subscribed to this foregoing instrument, appeared before me this day in person, and acknowledged that they
free and voluntary act, for the uses and purposes herein set forth.



CHARLES H. LEBENSROGER, AND, SUSAN D. LEBENSROGER, HIS WIFE

I, THE BORROWER, M. J. ORKEL, County of Cook, a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS,
County of Cook, a Notary Public in and for said county and state do hereby certify
that the above instrument was executed by Borrower in the presence of the undersigned witnesses:
SUSAN D. LEBENSROGER (Seal)
CHARLES H. LEBENSROGER (Seal)
CHARLES H. LEBENSROGER (Seal)

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.

- Check applicable boxes(s):
- V.A. Rider
 - Ballot B Rider
 - Climbed Fly meet Rider
 - Adults able Rate Rider
 - 1-4 Family Rider
 - Condolium Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]

Securities Instruments and agreements of this Security Instrument as if the rider(s) were a part of this Security Supplement
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Supplement.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the agreements of each such rider shall be incorporated into and shall amend and supplement
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 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.

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Form 301A 9/90

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

24. Waiver of charge to Borrower. Borrower shall pay all sums secured by this Security Instrument costs.

25. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

26. Indemnity, but not limited to, reasonable attorney's fees and costs of title evidence.

27. Proceedings, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Interest payment by judgment before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums due before the date of a default or any other default of Borrower to accelerate to assert in the foreclosure proceeding the rights to remit after acceleration and the right to sell the property secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further specify that failure to cure the default on or before the date specified in the notice may result in acceleration of the default must be cured; and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (e) the action required to cure the default unless otherwise specified. The notice shall further specify that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (f) the date specified in the notice may result in acceleration of the default unless otherwise specified.

28. Waiver of attorney's fees and expenses of acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach).

NON FINANCIAL OBLIGATIONS. Borrower and Lender further covenant and agree as follows:

relative to health, safety or environmental protection.

this paragraph 2), "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that specifies and implements, suitable solutions, measures containing asbestos or formaldehyde and radioactive materials. As used in Environmental Law and the following subsections, asbestos, formaldehyde, radioactive, toxic petroleum products, toxic substances and hazardous substances, are those substances referred to as toxic or hazardous substances by

As used in this paragraph 20, "Hazardous Substances" are those substances referred to as toxic or hazardous substances by

all necessary, non-delinquent of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, that Borrower has actual knowledge. If Borrower leases, or is negligent by any government authority, that government to regulate agency of private party managing the Property, and any Hazardous Substance or Environmental Law governing such an entity or organization of the Property, claim, demand, lawsuit or other action by any governmental agency or entity or organization of the Property, and to defend uses and to maintainance of the Property.

20. Hazardous Substances, Borrower shall act cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the information ready red by applicable law.

19. Sale of Note, Example 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 known as the "loan Servicer", this collector monthly payments due under the Note and this Security Instrument. There also may be one additional notice of the new loan Servicer and the add ass to which payments should be made. The notice will also contain any other address of the new loan Servicer and the new Servicer should remain fully effective until paid in full.

not apply in the case of acceleration under paragraph 17.

18. Borrower's Right to Remise, If Borrower meets certain conditions, Borrower shall have the right to remit all sums which then would be due under this Security instrument and the Note as it no acceleration had occurred. However, this right to remit all sums which then would be due under this Security instrument and the Note as it no acceleration had occurred, if the Note is in default to, reasonable attorney's fees, and (d) takes such action as Lender may reasonably require to assure nondischarge, but not limited to, reasonable attorney's fees, and (e) pays all expenses incurred in collecting this Security instrument, unless any default of any other accounts of agreements, (c) pays all expenses incurred in collecting this Security instrument, (b) agrees all sums which then would be due under this Security instrument and the Note as it no acceleration had occurred, (a) pays security instrument and the Note as it no acceleration had occurred, those conditions are that Borrower (a) pays

Security instrument or (b) entry of a judgment enforeing this Security instrument. Those conditions are that Borrower (a) pays applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale such other period as contorlment of this Security instrument disclosed at any time prior to the earlier of (a) 5 days (or such other period as

permited by this Security instrument without further notice of demand on Borrower.

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this

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 note is delivered or mailed within which Borrower must pay 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

is sold or transferred for 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 his option, require immediate payment in full of 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

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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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 finding 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 to the merger 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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STANLEY, CHARLES R.

BUREAU OF PROPERTY TAXES, CHICAGO, IL

LEGAL DESCRIPTION

Addendum

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY AS INDICATED ON A
SUMMARY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE NEW RIDGE ADDITION SUBDIVISION, BEING A SUBDIVISION IN THE WEST
1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE
3 EAST, OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS, WHERE A SURVEY IS ATTACHED AS EXHIBIT "A" TO THE
DEED OR DEED OF ASSIGNMENT RECORDED AS DOCUMENT 25-909-550
TOGETHER WITH THE INDIVIDUAL PERCENTAGE INTEREST IN THE COMMON
ELEMENTS.

9654 S. NOTTINGHAM, UNIT 1-A
CHICAGO RIDGE, IL 60415

P.L.N.: 14-07-104 015-1001

PREPARED BY: SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION
4062 SOUTHWEST HIGHWAY
HOMEWOOD, IL 60436
BONNIE HO: FMAN

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 25th day of APRIL, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST UNION SAVINGS & LOAN ASSOCIATION OF CHICAGO

(the "Lender")

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

9650 N. LEE MILE ROAD, CHICAGO RIDGE, IL 60415

[Property Address]

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

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

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

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

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

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

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

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

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Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Famly Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this instrument
permitted by the Security Instrument.
I. CROSS-DEFAULT PROVISION. Borrower's default of breach under any of the remedies
Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies
Kinds of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.
Lender shall not cure or waive any default or invalidity in any other right of remedy of Lender. This assignment of
Lender's agents or a judicially appointed receiver, if any, so at any time a default occurs. Any application
to court of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take
not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has
of Borrower to Lender secured by the Security Instrument pursuant to Exhibit Z.
Property and of collecting the Rents by funds expended by Lender for such purposes shall become indebtedness
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the
showing as to the inadequacy of the Property as security.

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

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

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20 day of APRIL, 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:

SCHIFFERTEK FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
666 N. KELLOGG AVENUE, SUITE 1A, CHICAGO RIDGE, IL 60415

[Property Address]

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

[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.

UNOFFICIAL COPY

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

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

E. Remedies. If Borrower does not pay conditional dues and assessments when due, then Lender may pay amounts disbursed by Lender under this paragraph if shall become additional debt of Borrower secured by the Security Instrument. Lender agrees 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.

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

G. Termination of professional management and assumption of self-management of the Owners benefit of Lender
(ii) any amendment to any provision of the Conditional Document if the provision is for the express taking by condonation or consent of a majority of the Owners;

(ii) the abandonment or termination of the Conditional 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

H. Lender's Right to Partition. 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. Lender in Connection with any condemnation or other taking of all or any part of the Property, whether or the Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the

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

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