

UNOFFICIAL COPY

35

PREPARED BY: **UNO**
DPS, INC.
PALOS HEIGHTS, IL 60463

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORD AND RETURN TO:

CITIBANK, FEDERAL SAVINGS BANK
P.O. BOX 790021
ST. LOUIS, MO 63179-0021

93459365

(Space Above This Line For Recording Data).

0002347904

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 3, 1993. The mortgagor is

* JILL E. BLIM AND JOHN M. BLIM, HER HUSBAND

(Borrower). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK

which is organized and existing under the laws of

~~THE UNITED STATES OF AMERICA~~

and whose address is

180 GRAND AVENUE, OAKLAND, CALIFORNIA 94612

Borrower owes Lender the principal sum of NINETY TWO THOUSAND FIVE HUNDRED,
AND 00/100

Dollars (U.S. \$) 92,500.00). 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 JULY 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 COOK County, Illinois:

SEE ATTACHED EXHIBIT A

JILL K. FUNK NOW KNOWN AS JILL F. BLIM

Office 365

1923-1924 QUINN MARY ALVERNE

which has the address of 1931 SHERMAN AVENUE, WILMINGTON, CALIFORNIA.
[Street] 6201

EVANSION (city) **ILLINOIS**, **60204** (Zip Code)
(Property Address)
TOGETHER WITH all the improvements 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.

ILLINOIS - Single Family MR-284 Rev. 7/81 14684 Page 1 of 8 PBS 1642

UNOFFICIAL COPY

DPs 1643

Page 2 of 6

MG-264 Rev. 7/91 14661

4. CHARGES; LENSES. 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 directed 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 indicating the payment.

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; and any sums payable by Borrower to Lender in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage premiums; third, to interest due; fourth, to principal due; and last, to any late

Lennder shall apply the Funds to pay the Escrow items when due. Lennder shall give to Borrower an annual accounting of the Escrow Account, showing credits and debits to the Escrow Account and the purpose for which each debit from the Escrow Account was made. The Funds in the Escrow Account are pledged to Lennder as additional security for all sums secured by this Security instrument. Upon payment in full of all sums secured by this Security instrument, Lennder shall refund to Borrower any Funds held by Lennder. Such refund shall be made within 30 days of Borrower's payment of all sums secured by this Security instrument. Lennder shall refund any Funds held by Lennder at the time of acquisition or sale as a credit to the acquisition or sale of the Property, shall apply any Funds held by Lennder at the time of acquisition or sale as a credit against the sums secured by this Security instrument.

Each Escrow Item shall annually analyze the Escrow Account to determine the adequacy of the monthly Funds being collected for Items, and Lender may charge Borrower to pay a one-time charge to establish a real estate tax reporting service used or provided by Lender in connection with this loan. Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Each Escrow Item may analyze the Escrow Account more frequently. Lender shall estimate the amount of Funds needed in the Escrow Account; at its option Lender may analyze the Escrow Account to pay future Escrow Items, including the anticipated disbursements for each Escrow Item; (ii) current data, including the time interval between disbursements for each Escrow Item; and (iv) the amount of Funds in the Escrow Account at the time Lender analyzes the Escrow Account. At any time if the amount of Funds in the Escrow Account is an approximation calculated by Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account is an approximation. At any time if the amount of Funds in the Escrow Account for each Escrow Item is no more than \$200, Lender may notify Borrower in writing and may require Borrower to pay Lender the amount of the deficiency. Borrower shall be in default if, after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the deficiency. At Lender's sole discretion, Borrower may repay any deficiency in no more than 2 months. If Lender's Escrow Account analysis indicates that the Funds in the Escrow Account for each Escrow Item exceed the amount Lender estimates is needed to pay each future Escrow Item when due, Lender shall refund any such excess to Borrower to maintain the Escrow Account in accordance with the terms of this Agreement.

2. FUNDS FOR TAXES AND INSURANCE. 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") equal to Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes and assessments which may attain priority over this Security instrument; (b) one-twelfth of the yearly leasehold payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property insurance premiums; if any; (d) one-twelfth of the yearly mortgage insurance premiums, if any; and (e) one-twelfth of any similar items which are commonly paid by borrowers to lenders, whether now or in the future, in connection with a secured debt. The items described in (a) - (f) are called "Escrow Items".

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

This Section 1 instrument contains provisions for non-uniform government use and non-uniform coverages with limited variances by jurisdiction to constitute a uniform security instrument covering real property. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the property is located.

10G116B000

UNOFFICIAL COPY

002347904

8 3 4 5 9 3 0 0

DRAFT 1998

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations 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 giving of notice.

5. HAZARD OF 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 for which Lender requires insurance, including floods or flooding, whether or not identified or existing at the time the loan is made. 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.

Insurance proceeds shall be applied to restoration or repair of the Property damaged if, in Lender's sole determination, 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 or a court's 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 paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board-up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

002347904
365

UNOFFICIAL COPY

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 who are parties thereto, and shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note, is co-signing this Security Instrument only, to mortgagage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only, and to pay the sums secured by this Security Instrument; and (d) agrees that Lender may any other personally obligated to pay the sums secured by this Security Instrument; and (e) agrees that Lender may any other Borrower or maker of any accommodations with regard to the terms of this Security Instrument.

Modifications of any of Borrower's or Lender's covenants or agreements under this Security Instrument or the Note shall not: (i) act as a satisfaction, release or novation; (ii) change or impair Lender's security interest or lien priority in the property; (iii) affect Lender's rights to prohibit or restrict future modifications requested by Borrower; or (iv) affect

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 of damages, direct or consequential, in connection with any condemnation of other than a part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to the Lender or its agent.

8. MORTGAGE INSURANCE. If Lender requires mortgage insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage coverage required by Lender 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 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 lapses or ceases to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage again becomes available and for the period that Lender requires it 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 Lender and Borrower.

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 at the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. In addition, subject to applicable law, Borrower agrees to pay Lender interest at the Note rate on all other sums secured by this Security Instrument which are due and unpaid.

UNOFFICIAL COPY

0002347904

1 3 4 5 6 7 8 9 3 6 5

PAGE THREE

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 charges under the Note.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by (i) first class mail postage prepaid, or (ii) prepaid overnight delivery service, or (iii) any similar common or private carrier or delivery method generally accepted in the locality where the Property is located, 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 postage prepaid 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. SEVERABILITY. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. BORROWER'S COPY. Borrower shall be given one duplicate of the Note and of this Security Instrument.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in borrower is sold or transferred and borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. the notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. BORROWER'S RIGHT TO REINSTATE. If borrower meets certain conditions, borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are, that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note, as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's right in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective, as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Borrower shall not 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 Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

UNOFFICIAL COPY

DPS 1647

MS-264 Rev. 7/91 1984

My Commission Expires:
July 1, 1986
Notary Public, State of Illinois

MARIA MCGINTY
NOTARY PUBLIC SEAL

Notary Public

Given under my hand and official seal, this 3rd day of September, 1985, for the uses and purposes herein set forth.

ma this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and personal knowledge known to me to be the same persons(s) whose name(s) subscribed to the foregoing instrument, appeared before

HER HUSBAND
hereby certify that JILL E. BLIM AND JOHN M. BLIM,
a Notary Public in and for said county and state do

County ss:

COOK

STATE OF ILLINOIS,

ILLINOIS

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

JILL E. BLIM
JOHN M. BLIM

Witnesses:

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.

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 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))
23. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.
22. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, subject to applicable law, Borrower shall pay a reasonable fee for the preparation of the release document and shall pay any recordation costs.
21. INCLUDING BUT NOT LIMITED TO, reasonable attorney's fees and costs of title evidence.
- This Security Instrument will not be entitled to collect all expenses incurred in pursuing the remedies provided by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale of the non-defaulted portion of the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument. Lender to accelerate and sale of the Property. The notice shall further inform Borrower of the right to remitiate after acceleration and the right to assert in the foreclosure proceeding the failure to cure the default on or before the date specified in the notice is given to Borrower, by which time the default must be cured; and (d) that notice less than 30 days from the date the notice shall specify: (a) the default; (b) the action required to cure the default; (c) a applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days prior to acceleration under paragraph 17 unless of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument to Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS.

Borrower and Lender further covenant and agree as follows:

1. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument to Lender further covenant and agree as follows):

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental law and the following substances: gasoline, ketones, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in 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.

of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument to Lender further covenant and agree as follows):

2. UNIFORM COVENANTS. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument to Lender further covenant and agree as follows):

21. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument to Lender further covenant and agree as follows):

22. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, subject to applicable law, Borrower shall pay a reasonable fee for the preparation of the release document and shall pay any recordation costs.

23. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

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 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))

25. OTHERS (Specify). EXHIBIT A

Adjustable Rate Rider 1-4 Family Rider Second Home Rider
 Balloon Payment Rider Fixed Rate Assumption Rider
 Adjustable Rate Assumption Rider Random Minimum Rider
 Graduated Payment Rider Partial Unit Development Rider
 balloon Rider Other (Specify)

UNOFFICIAL COPY

0002347904

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 3RD day of JUNE 1993, 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 CITIBANK, FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1931 SHERMAN AVENUE 1, EVANSTON, ILLINOIS 60201
(Property Address)

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

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. CONDOMINIUM OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

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

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

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

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

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

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

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

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

(Seal)

Borrower

JILL F. BLIM

(Seal)

Borrower

(Seal)

Borrower

JOHN M. BLIM

(Seal)

Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office

993546
2

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007430060 F2

STREET ADDRESS: 1931 SHERMAN AVENUE

UNIT #1

CITY: EVANSTON

COUNTY: COOK

TAX NUMBER: 11-18-110-042-1001

LEGAL DESCRIPTION:

UNIT 1931-1 IN THE KINGSTON CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

THE WEST 200.75 FEET OF THE NORTH 1/2 OF LOT 10 IN BLOCK 5 IN EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 24357554, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND SURVEY, SITUATED IN THE CITY OF EVANSTON

93459365

UNOFFICIAL COPY

Property of Cook County Clerk's Office