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LLINOIS - Bingle Family - Pannie Maetreddie Mad Uniform Instrument

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which has the address of \$25 S. ROHLMING RD., UNIT 601

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IPTINOTE ON ENGEMBER SE' FAAO VE DOCOWENT NOWBER SEFEREL' VITETN COOK COUNTY VDDILLON BROCKLERRE IN JHE OBBIGE OB JHE BEGIELBYE OB JILLEE OB GOOK GONALY JHIRD BRINGLEYP WRBIDIYN' YGGORDING JO BIYL OB RYID MIRTON GBERK YBYRJWENL V SOBDIATEION OF PRET OF SECTON SV' LOWIGHTE AS WORTH, RANGE 10, EAST OF THE MIPTON CHERK VEVELWERL VODILION' BRING V SKROBDIAISION OF EVEL OF MITTON CHERK' DESCRIBED IN SELECTION OF A DESCRIPTION OF THE FOLLOWING DESCRIBED PROFILED FOR A THE CONTRACTOR OF TH

> LIBM ST VN CHOLATORO 1,32661 INTRREST (EXCHOPT THE OWITS DELIMENTED AND MARCH, 1979 AS DISCURRIT NUMBER 30Y686A.

EVISE OF A DESCRIBERATION OF CONDOMINION OWNERSHIP REGISTERED ON THE ZND DATE LIBM IT BRILL COL VE DRECKIBBO IN EDKAKA DRITHEVIED ON VAD VILVCHED IN VAD V

County, Illinois: LVX 1D 0: 05 59-108-018-1084 ADIOMR 120 COOK Note, For this purpose, Borrower does beeely mortgage, grant and convey to Lender the following described property formed in que gocardo perminent una (c) que bertombance of ponomei, e conculaire and afacemente angle pre permito partument and que modifications of the Note; (b) the payment of all other sums, with interest, advanced under mentraph 7 to protect the security of lustrument secures to Lender: (n) 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 ADLY 12 2008 This Security.

This debt is evidenced by Borrower's note duted the same date as this Security Instrument ("Note"), which provides for monthly Dollurs (U.S. & 00'000'09

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BVEC TUR, TL. COOVE

Which is organized and existing under the laws of

and whose

THE STATE OF ITTIMOTS

ROBOKBYH NYLTONYU BYNK OL BYLYLLNE ("Borrower"), This Security fusicument is given to

AELMA P., KUT HT, A WIDOW, WOT REMARRIED . VS TOIGH JERVALE

MAPIR V' KRIGHL' BINGTE' JEARK MYRKIED

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THIS MOR FOATH ("Security Instrument") is given on

COOK COUNTY RECORDER

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100000 1894 3092 09/13/62 12:18:00

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MORTGAGE

.... [Space Above This Line Por Recording Data] ...

66453466

18109 OARBROOK TERRIAGE, IL. 1901 SOLLH WEYERS ROAD, SULTE 300 WIDMEST MORTGAGE SERVICES, INC.

PREPARED BY AND MAIL TO:

TOVA # ASO2SS8

# **UNOFFICIAL COPY**

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

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

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

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance 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 Fortower'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, Leader 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 natis 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 recleral 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  $\Theta_{CPOWEP}$  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 are 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 v filing, 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 are sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader 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 tien 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 3014 9/90 Indiana V.P.K.

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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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured acreed acreed acreed by the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured 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 fourtement whether or not the sums are then due.

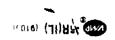
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds,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

Unless Lender and Borrower otherwise agice in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to it payagraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Insa ment granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower c. Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or related to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any operand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or related, shall not be a wanver 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 Lorder 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 body 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 sams secured by this Security Instrument; and (c) agrees that Lender and any other Horrower 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 se's 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 retraided 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 mad 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.

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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 or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available, Borrower shall pay to Lender aspinoved by Lender. It substantially equivalent mortgage insurance coverage is not available, Borrower when the insurance coverage lapsed or ceased to one-twellth of the carly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to one-twellth of the carly mortgage insurance premium heing paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Londer will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Any amounts distinct the Note rate 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.

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

A Mexican at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

does not have to do so.

7, Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's aghes in the Property (such as a proceeding in bankruptey, probate, for condemnation or forfeitine 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 may do and pay paying any sums secured by a tien which has priority over this Security Instrument, appearing in court, paying reasonable automorys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender automorys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender

not merge unless Lender agrees to the merger in writing.

Borrower shall occupy, establish, and use 0.2 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 your after the executive instrument and shall continue to occupy the Property, which consent shall not be unreasonably withheld, or unless extendating circumstances exist which are beyond Bo rower's control. Borrower shall not be distributed or impair the Property, allow the Property, Borrower shall not destroy, damage or impair the Property allow the Property to deteriorate, or commit waste of the Property, Borrower shall not destroy, damage or impair the Property or otherwise materially impair the lien created by this Security interest shall be in default if my forfeiture action or default and reinstance as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in the Brower and default and reinstance are provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in the Brower and default and reinstance are provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in the Brower and default and reinstance of the Brower as interest in the Property or other material impairment of Lender's good faith determination, precludes foreiture of the Brower and interest, functioning to be dismissed with a ruling that, in the brower, so compared by the Brower as a principal residenced by the reaction or successing the Brower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower 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 is required to the residence of the Brower is the Brower in the Brower

ior to me acquisition.

6. Оссарвис), Preservation, Mcfatzaance and Protection of the Property; Borrower's Loan Application; Leaseholds.

prior to the acquisition.

Unless Lender and Secrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due of are monthly gayments referred to in paragraphs I 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 is acquired by this Security Instrument innmediately Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument innmediately

by this Security Inserumant, whether or not then due. The 30-day period will begin when the nodee is given.

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 economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Insurancent, whether or not does not answer within 30 days a notice from Lender that the insurance currier has offered to settle a claim, then Property, or does not answer within 30 days a notice from Lender that the insurance currier 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 Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured.

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

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 Londer 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 Lender.

coverage to protect Lender's rights in the Property in accordance with paragraph  $\Sigma$ 

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance. Borrower shall be term "extended coverage" and any other hazards, included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires 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 be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior withen 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 tails 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 altorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue 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 prove times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collect: monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer, arrelated 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 priceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances use, 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 ordified 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 remediate actions in accordance with Environmental Law.

As used in the paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other Paramable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldebyde, and radioactive materials. As used in this paragraph 40, "Environmental Law" means federal laws and laws of the jurismeon where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration Tollowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration inder paragraph 17 unless 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 from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender, shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.
  - 23. Walver of Homestend. Borrower waives all right of homestend exemption in the Property.

Form 3014 9/90 Initials: WAK.

|    | MIDWEST MORTGAGE SERVICES, INC.  ANDWEST MORTGAGE SERVICES, INC.  ANDREAS MORTGAGE SERVICES, INC.  ANDREAS MORTGAGE SERVICES, INC.  ANDREAS MORTGAGE SERVICES, INC.  ANDREAS MORTGAGE SERVICES, INC. |
|----|--|
|    | This Instrument was propared by:  This Instrument was propared by:  Jenny L. Halleng  My Commission Expires 3/14/94  My Commission Expires 3/14/94  Form 3014 9/90  Form 3014 9/90   |
|    | subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he said instrument as tree and voluntary act, for the uses and purposes therein set forth.  Given under my hand and official seal, this day of the uses and purposes therein set forth.  Wy Commission Expires:   |
|    | STATE OF ILLINOIS,  A Notary Public in and for said county and state do horoby certify that  A Notary Public in and for said county and state do horoby certify that   |
| 86 | MAT COMMISSION EXPINES SERT. 1, 1996  (Scal)  (Scal)  (Scal)  (Scal)  (Scal)   |
|    | Bny rider(s) executed by Borrower and recorded with it.  With essees:  Borrower  Borrower  Borrower  Goal)   |
|    | BY SIGNING BELOW, Borrower accepts and agrees or are terms and covenants contained in this Security Instrument and in  |
|    | Security Instrument, 200 covenants and agreements of each such rider shall be incorporated into and shall amend and supplement.  The covenants and agreed tents of this Security Instrument as if the rider(s) were a part of this Security Instrument.  [Check applicable hox(es)]  Adjustable Rate Rider  Adjustable Rate Rider  Balloon Rider  Balloon Rider  Condomi rium Rider  Rate Improvement Rider  Rate Improvement Rider  Condomi Rider  Rate Improvement Rider  A.A. Rider  Outor(s) (specify)   |

# 93465799

# UNOFFICIAL C

#### CONDOMINIUM RIDER

day of JUNE THIS CONDOMINIUM RIDER is made this 8th and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Tyost or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's

SUBURBAN NATIONAL BANK OF PALATINE

(the "Lender")

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

POHLWING RD., UNIT 601 PALATINE, ILLINOIS 60067

Illroperty Address!

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

WILLOW CREEK COMMONS CONDOMINIUM ASSOCIATION

[Name of Condominium Project]

(the "Condominium Project"). It we 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 adaption 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 thie, all thies and assessments imposed pursuant to the Constituent Documents.
- So long as the Owners Association maintains, with a generally accepted insurance B. Hazard Insurance. carrier, a "master" or "blanket" policy on the Condominium Project (hich is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the parids Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the Foundly 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 in arayce coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners a sociation 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 shall take such actions as may be reasonable to insure that the C. Public Liability Insurance. Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- 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

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

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Form 3140 9990 Initials: V. P. IV.

# 33465799

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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. It is prower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disnot sed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Utless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dispursement 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.

|  | MYLIS D. KNIGHT   | (Seaf) -Borrower                                |
|--|---|---|
| LOUISE M. NEWLANDS NOTARY PUBLIC, CALHOUN COUNTY, N MY COMMISSION EXPIRES SEPT. 1, 199 | NVELMA P. KNIGHT personally anpeared at Battle Creek MI on June 9, 1993 | (Scal) before me County Calhoun (Scal) Borrower |
|  | <del></del>   | (Scal) -Borrower                                |
|  |   | 9   |