COOK COUNTY, ILLINOIS
FILED FOR RECORD

05:3 HM 61 JIL 62 .

93551816

(Space Above This Line For Recording Data)

MORTGAGE

THIS MOR	NANCY TO FARLEY MARRIED TO JAMES N. FARLEY	
		(*Barray

wer"). This Security Institutiont is given to

gnitrika tina hozinagro si doidw , and whose address is ...("Lander").

FIRST FEDERAL SAVINGS BANK, P.S.B.
Unale the IAW Of THE STATE OF ILLINOIS
STOREST ROCKFORD, ILLINOIS STIDS Barrower awes Lender the principal sum of Ninety Four Thousand Five Hundred and 00/100

Dollars (U.S. \$ _ 94 500.00). This dobt is evidenced by Burrower's note dated the same date as this Southly Instrument August 1st 2008

("Note"), which provides for munitaly payments, with the full debt, if not paid earlier, the and payable on This Security Instrument occurs to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and multifications of the Pore; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and c) he performance of Borrower's coverants and agreements under this Tsourity Instrument and the Note. For this purpose, Borrower does here'y morrange, grant and convey to Lender and Lander's successors and assigns, with power of sale, the following described property located by COOK.

COOK. County, litinois:

UNIT NO. 149 IN THE SHIRES OF P. VERNESS TOWNHOME CONDOMINIUM I, AS DELINEATED ON A SURVEY OF THE FOLLOWING LESCHIBED REAL ESTATE:

CERTAIN LOTS IN THE SHIRES OF INVERNESS UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIU' 1 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24,537,556, AS AMENDED FROM TIME TO TIME: TOGETHER WITH ITS UNDIVIDED FERCENTAGE INTEREST IN THE COMMON ELEMENTS.

ALSO

PARCEL III

FASCI-IENT FOR INGRESS AND EGRESS APPLIRTENANT TO AND FOR THE BENEFIT OF PARCEL I AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 24,537,355 AND CREATED BY DEED FROM LA SALLE NATIONAL BANK. A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 🚜 1977 AND KNOWN AS TRUST NUMBER 52724.

TAX #02-28-300-033-1027

1527 SHIRE CIRCLE UNIT 149

INVERNESS

which has the address of 60067-**Himsle**

(Zin Crefa)

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

BORROWER COVENANTS that Borrower is lawfully saised of the saists hereby conveyed and has the right to nortuege, grant and convey the Property and that the Property is unancumbered, except for encumbrances of record. Burrower were a said will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants 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.

and interest on the debt evidenced by the Note and any prepayment and late charges due unfer 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 tents 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; (e) yearly hazard or property insurance premiums, if any; (e) yearly hazard or property insurance premiums, if any; (e) yearly 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 secrow account under the federal Real Hazard Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RISPA"), unless another law that applies to the Punds sets a lessor amount. If so, Lender may, at any time, collect and hold Punds in an amount not to exceed the lesser amount. Lender may estimate the amount of Punds due on the basis of current data and reasonable estimates of expenditures of future Becrow terms 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 Bannow Items. Lender inay not charge Borrower for holding and applying the Funds, annually analyzing the eacrow account, or verifying the Eacrow Items, unless Lender to pay 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. Burrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form - G000022 (7/20/92)

Form 301/4/ 9/90, trues

Panels Lender shall give to Borrower, with narge, an annual eccounting of the Funds, showing on and debits to the Funds and the purpose for which each debit to the funds and to the Funds are possible in additional secretary for an annual eccounty instrument.

If the Funds held by Lender exceed the annualist pennitted to be neld by application law, conder shall account to Borrower for the excess Funds in secondarion with the requirements of applicable law. If the Funds held by Lender at any time is not sufficient to pay the Bacrow thems when due, Lender may an notify Borrower in writing, and, in such case Borrower shall pay in Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lander's sole dispersion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. It, 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. Utiless 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 Nore; 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 Proporty which may attain priority over this Security Instrument, and leasehold payments or ground tents, if any. Borrower shall pay these obligations in the manner provided in panagraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person awad payment. Burrower shall promptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Burrower shall promptly furnish to Londer recoipts evidencing the payments.

Borrower shall promptly discharge any lion 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) contasts in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londor's upinion operate to prevent the enforcement of the lien; or (of secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien in this Security Instrument. If Londor 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 kientifying the lien. Borrower shall satisfy the lien of take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fir the sands included within the term 'extended coverage' and any other hazards, including floods or flooding, for which Lender requires from the first insurance shall be maintained in the amounts and first the periods that Lender requires. This insurance shall be maintained in the mounts and first 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 withhicld. 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 secondance with paragraph 7.

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

Unless Londer and Burrows of lerwise agree in writing, insurance proceeds shall be simplied to resonation or repair of the Property damaged, if the restoration or repair of the Property damaged, if the restoration or repair of the Property decomposition of the restoration of the property of the condition of the security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with my excess paid to Borrower. If Borrower abandons the Property or does not such as the insurance are at less of settle a claim, then Lander may culted 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 puspone the due to due to withly payments referred to in paragraphs 1 are 2 or change the amount of the payments. If under paragraphs 21 the Property is acquired by Lender, Borrower's right to any insurance uniform more applicable on the Property prior to the acquisition shall pass to Londer to the extent of the sums secured by this Security Instrument limmediately prior to the acquisition.

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

 Shall occupy, establish, and use the Property as Borrower's principal residence within stay days after the occupation 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 Leisler otherwise agrees in writing, which consent shall not be unreasunably withheld, or unless extenualing circumstances exist which are beyond Burrower's control. Borrower shall be in default if any forfeiture action or proceeding, whether civil or ariminal, is begun that in Lander's giold hill judgment could result in forfeiture of the Property or otherwise materially import the lion created by this Security instrument or Lander's security interest. Borrower may cure such a default and reinstate, as provided in reasurable to the irrower's instead in the Property or other during the loan application process gave materially false ur insecurate information or an application process, gave materially false ur insecurate information or an insecuration or proceeding to the any material information) in connection with the loan avidenced by the Note, liebuiling, but not limited to, representations concerning florrower's occupancy of the Property as a principal residence. If this Security Instrument is the line shall not merge unless Lender agrees to the unerger in writing. to the nerger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower falls to perform the community agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in he Property fruch as a proceeding in bankruptcy, probate, for condemnation of to relative or to enforce laws or regulations), then Lender's actions may for an pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include raving any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying consonable 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 Bottower semined 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 security by this Security Instrument, Bortover shall pay the premiums required to maintain the mortgage insurance in effect. If, for any massin, an mortgage insurance coverage required by Lender lapses or cases to be in effect, Bortover shall pay the promiums required to obtain reverage substantially equivalent to the cost in Bortover of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost in Bortover of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage into manage insurance coverage is not available. Durrower shall pay to Lender each month a sum equal to mortwell the of the yearly mortgage into an alternate coverage lapsed or casted to be in effect. Lender will accept, use and retain these payments as a loss reserve in Bou of 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. Dorrower 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 Burrower and Lender or applicable law.
- 9. Inspection. Lendor or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower nation 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.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardons 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 prumptly take all necessary remedial actions in accordance with Environmental Law

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, kerosene, other flammable or toxic petroleum products, toxic petroleum produ tal protection.

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

NON-UNIFORM COVENANTS. Borrower and 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 under 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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the locker, lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further deman i and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable autorneys' fires indicate evidence.

22. Release. Up syment of all sum without charge to Borrower. Borrowe, shall pay any rac	s secured by this Security Instrument, Lender stordation costs.	shall release this Security Instrument
23. Walvers. Borrower wair a all rights of h	omestead exemption in the Property.	
24. Riders to this Security Instrument. Instrument, the covenants and agreements of each such agreements of this Security Instrument as if the rider of victorial policy (Check applicable box(es)) Adjustable Rate Rider Graduated Payment Rider Ballson Rider V.A. Rider	If one or more riders are executed by Borrower a rider shall be incorporated into and shall amend any re a part of this Security Instrument. Condominium Rider Printed Unit Development Rider I ate improvement Rider Othe (s) (specify)	ind recorded together with this Security is supplement the covenants and L-4 Pamily Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BBLOW, Borrower accepts and rider(s) executed by Borrower and recorded with it.	agrees to the terms and covenants contained in	this Security Instrument and in any
Witnesses:	and the second s	(Scal)
	NANCY JO FARLEY	-Borrower
	TAMES N. FARLEY, SIGI	YING SOLELY TO WAIVERHOMUSTEAD 511-22-3422 RIGHTS
		(Seni) -Borrower
		-Bornwer
STATE OF ILLINOIS COOK I, TAL (1997 CC C) THAT NANCY JO FARLEY AND JAMES N. FARLEY	County ssi a Notary Public in and	for said county and state do hereby cossify
	personally known to me t	o be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before a	no this day in person, and acknowledged that	t lie y

Given under my hand and official seal, this

かんでん

My Commission Expires:

This instrument was propared by:

& RETURN TO:

CORLISS MIODUSZEWSKI

FIRST FEDERAL SAVINGS BANK 400 W. LAKE ST., #110A ROSELLE, IL 60172

OFFICIAL SEAL
OEBBIE SMITH MY COMPLESION EXPORTED 9/2/900

(page 4 of 4 (uges)

UNOFFICIAL COPY

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Bostower, or if, after notice by Lender to Bostower that the condemnor offers to make an award or settle a claim for damages, Bostower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Bostower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver.

 Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor, in electest or refuse to extend time for payment or interest. Lender shall not be required to commence proceedings against any successor, in electest or refuse to extend time for payment or modify amortization of the time for payment or modification of amortization of the sums secured to commence proceedings against any successor, in elected to extend time for payment or modification of amortization of the time for payment or modification of amortization of the sums secured to commence proceedings against any successor, in elected to extend time for payment or modification of amortization of the time for payment or modification of amortization of the sums secured to commence proceedings against any successor, in elected to extend time for payment or modification of amortization of the sums secured by this Security linear payment or payment or approach to a payment or modification of the sums secured to commence proceedings against any successor, in elected to extend time for payment or modification of amortization of the sums secured to commence proceedings against any successor in interest.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and belieff the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be performed. Any Borrower who co-signs this Security Instrument but does not execute the Note:

 (a) is co-signing this Security Instrument; all you mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally colligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, mod by, 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 securer 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 charge 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 timits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a form payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge and at the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The ratice 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 previsions 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 conformed copy of the Note a. d of th's 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 Lander 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 "courity Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this "ecurity 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 indement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under it is 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 rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstalement 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 said 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 sale contain any other information required by applicable law.

Form 3014 9/90 (page 1)14 magest

THIS CONDOMINIUM RIDER is made this 7th day of July, 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 FIRST FEDERAL SAVINGS BANK, F.S.B. (the "Lender of the same date and covering the Property described in the Security Instrument and located at:
Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FEDERAL SAVINGS BANK, F.S.B. (the "Lende of the same date and covering the Property described in the Security Instrument and located at:
FIRST FEDERAL SAVINGS BANK, F.S.B. (the *Lender of the same date and covering the Property described in the Security Instrument and located at:
1527 SHIRE CIRCLE UNIT 149 INVERNESS, ILLINOIS 60067-
[Property Address]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
SHIRES OF INVERNESS TIWNHOME CONDOMINIUM I
[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 stareholders, 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 Coverant 2 for the monthly payment to Lender of one-twelfth of the yearly premium
installments for hazard in unance on the Property; and (ii) Borrower's o digation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied
to the extent that the required courage is provided by the Owners Association policy. Borrower shall give Le, der prompt notice of any lapse in required hazard insurance coverage. In the event of a distribute, 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 or seeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, y th any excess paid to Borrower.
C. Public Liability Insurance. Berower 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 an a varid or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any parts. One 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 Covenar. 9.
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 Co do tinium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the last of a taking by condemnation or eminent domain:
(ii) any amendment to any provision of the Constitutor Occuments if the provision is for the express benefit of Lender;
(iii) termination of professional management and assure pilon 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 lore over 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 consained in this Condominium Rider.
promove in parties
NANCY 10 FARLEY Borrower Borrower JAMES N. FARLEY Borrower
1527 SHIRE CIRCLE UNIT 149 (527 SHIRE CIRCLE UNIT 149
INVERNESS, ILLINO'S 60067: INVERNESS, ILLINO'S 30037-

__ (Seal) -Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office