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This Instrument Prepared by: Peirson and Patterson COOK COUNTY, ILLINOIS Dallas, Texas 75244-4516 ED FOR RECORD

Reference Number: 7020154 Loan Number:

93 AUG 19 PM 1: 37

)

93659758

ASSIGNMENT OF REAL ESTATEMORTGAGE

STATE OF ILLINOIS COUNTY OF Cook

For Value received, First Federated, Inc. whose address is133 East Ogden Avenue #1, Hinsdale, IL 60521 hereby grant, assigns and transfers to Express America Mortgage Corporation whose addies is 9060 East Via Linda Street, Scottsdale, Arizona 85258 all its right, title and interest in and to that certain Real Estate Mortgage dated August 18, 1993 Juhn J. Long, an unmarried man and Jody R. Ericson, an unmarried woman

First Federal ad, Inc.

, covering land described as follows:

See Exhibit 'A' attached hereto and made a part hereof.

93659711

Commonly known as: 90 South 6th Avenue, Unit 309, La Grange, IL 60525

C 60-08-5-40-81:N.I.A

Together with the note or notes therein described or referred to, without recourse, the money due and to become due thereon with interest, and all rights accused or to accrue under said Real Estate Mortgage.

This assignment is intended to be recorded immediately following the recordation of the aforementioned Real Estate Mortgage.

Executed to be effective as of August 18, 1997

First Federated,

True & Lawful Attorney-In-Fact

STATE OF ILLINOIS COUNTY OF

The foregoing instrument was acknowledged before me this Kenneth Jeffus, True & Lawful Attorney-In-Fact by

August 18, 1993

First Federated, Inc.

corporation

on behalf of the said corporation

After Recording Mail to:

Emoress America Mortgage Corporation Atth: Document Control P.O. Box 60610 Phoenix, AZ 85082-0610

OFFICIAL. OFFICIAL SEAL JUDITH LESLIE NOTARY PUBLIC, STATE OF ILLINGIS MY COMMISSION EXPIRES 1/9/96

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UNIT 309 IN CARRIAGE PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT "A" OF CONSOLIDATION OF LOTS 10 TO 13 IN BLOCK 3 OF LEITER'S ADVITION TO LA GRANGE IN THE EAST 1/2 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM THE FOREGOING THE RIGHTS OF THE VILLAGE OF LA GRANGE AND ADJOINING OWNERS TO THE WEST 5 FEET OF PROPERTY IN CLESTION TAKEN FOR ALLEY BY JUDGEMENT ENTERED APRIL 30, 1951 AS DOCUMENT 128638) WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECURDED AS DOCUMENT 93266688 TOGETHER WITH 1TS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-23 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DEXLARATION AFORESAID RECORDED AS Ph. XILAK. DOCUMENT 93266688.

PERMANENT, INDEX NUMBER: 18-04-230-022

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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 puld premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under palaraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from datasse 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 Ir strument 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 forfe two of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Be reaver may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be a smissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan (virlenced 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. It Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Bonowic recurred by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts and bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods 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.

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IT THOUSE RINGER RANGE FRANKLING UNIFORM INSTRUMENT

Instrument or the Mote without that Borrower's consent.

Instrument whether or not the sums are then due.

assigned and shall be paid to Lender.

payments.

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums a sold or transferred (or if a beneficial inferest in Borrower is sold or transferred and Borrower is not a natural

Transfer of the Property or a Beneficial Inferest in Borrower. If all or any part of the Property or any interest.

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

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the

Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

ns provided in this paragraph. notice provided for in this Security Instrument shall be desmed to have been given to Borrower or Lender when given first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any

mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

14. Rotices, Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by

principal owed under the Note or by making a direct payment to Borrower. If a refund reduces pivicipal, the reduction exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the necessary to reduce the charge to the permitted limit; and (b) any sums already collected train Borrower which connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

13. Loan Charges. If the loan secured by this Security fratrument is subject to a law which sets maximum four

12. Successors and Assigns Bound; Joint and Severe! Liability; Co-signers. The covenants and agreements of

Unless Lender and Lorre wer otherwise agree in writing, any application of proceeds to principal shall not extend or

notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the make an award or jettle a claim for damagea, Borrower fails to respond to Lender within 30 days after the date the If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to

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

any condemnation or other taking of any part of the Property, or for conveyance in heu of condemnation, are hereby 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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.

demand made by the original Borrower or Borrowe, a successors in interest. Any forbestance by Lender in exercising time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any interest. Lender shall not be required to cotumer ce proceedings against any successor in interest or refuse to extend interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in modification of amortization of the sum evented by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released; Fart sarance By Lender Not a Waiver. Extension of the time for payment or

postpone the due date of the morthly payments referred to in paragraphs 1 and 2 or change the amount of such

unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security

uny right or remedy shall not be a waiver of or preciude the exercise of any right or remedy.

Property or to the sums recoved by this Security Instrument, whether or not then due.

Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security not personally obligated to pay the sums secured by this Security Institution; and (c) agrees that Lender and any other morigage, grant and convey that Borrower's interest in the Property ... Let the terms of this Security Instrument; (b) is to security linguistring and caccuse the Mote, as it is secured the material and instrument triums and security instrument only to provisions of paragraph 17. Borrower's covenants and agreements; hall be joint and several. Any Borrower who this Security Instrument shall bind and benefit the successon and assigns of Lender and Borrower, subject to the

Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall a given by

will be treated as a partial prepayment without any propayment charge under the Note.

LOAN NO. 3015886

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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 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; Crange of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one of there times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") has solicets 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 shove 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 shell not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. For ower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental L.w. 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 Hazardons 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 Hazardons Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardons Substances" are those substances do ned as toxic or hazardons substances by Environmental Law and the following substances: gasoline, kerokene, ther flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials controling 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 projection.

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 ander 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, Lendor shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Aly Commission Expires 4/9/97 Notary Public State of Illinois Kathleen Koleske OFFICIAL SEAL This Instrument was prepared by: Sherries Wright Moun Yabilic My Commission expires: 93£573£6 Fee / Taubua To Yab puz Given under my hund and official seal, this before me this day in person, and acknowledged that he var he vigoed and delivered the said instrument as his aver free and voluntary act, for the uses and purposes therein set forth. personally known to me to be the same person(s) whose name(s) substribed to the foregoing instrument, appeared FAUSTO ARNIERI I, the undersigned, a Motary Public in and for said commy and state do hereby certify that COOK County sa: STATE OF ILLINOIS, [Insurghelwomlak and said aid! wo we sangl-Social Security Number Social Security Number Social Security Number Social Security Number 228-58-2236 (leak) Rithessea Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Other(a) [specify] L Second Home Rider Rate Improvement Rider Balloon Rider Planned Unit Development Rider Biweekly Payment Rider Graduated Payment Rider 1--4 Family Rider Condominium Rider Adjustable Rate Rider Security Instrument. [Check applicable box(es)]

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 this Security Instrument as if the rider(s) were a part of this amond and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this

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LOAN NO. 3015886

THIS CONDOMINIUM RIDER is made this 2 NO day of AUGUST', 1.9 9 3 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

GLENYIEW STATE, BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5200 GALITZ STREET, #203, SKOKIE, IL 60077

(Property Address)

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

(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.

So long as the Owners Association maintains, with a generally accepted insurance carrier, B. Hazard Insurence. a "master" or "blanke," which on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the repounts, for the periods, and against the bazards Lender requires, including fire and bazards included within the term " xtended coverage," then:

(i) Lender waives are provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for a pard 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 pe 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 dements, 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.

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

D. Condemnation. The proceeds of any awar 10 claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other 1, ting 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 sum, see ired by the Security Instrument as provided in Uniform Covenant 10.

Borrower shall not, except rate notice to Lender and with Lender's prior written E. Lender's Prior Consent.

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 easurity or in the case of a taking by condemnation or eminent domain;
 - (ii) any amendment to any provision of the Constituent Document of the provision is for the express benefit of
- Lender: (iii) termination of professional management and assumption of self-r management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability is surance coverage maintained by the Owners Association unacceptable to Lender.
- If Borrower does not pay condominium dues and assessments when then, then Lender may pay F. Remedies. them. Any amounts disbursed by Lender under this paragraph F shall become additional ue at of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these and units 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.		93657366
BY SIGNING BELOW, Borrower accepts and agrees to the term	ns and provisions contained in this Consor or	ium Rider.
	PRICE ARNIERI CUEBOLO	(Seel) -Borrower
(Seal) -Borrower	the account of the act of the county-comparison of the street set of the street set of the second by the second beautiful to the second by the	-Horrower

MULTISTATE CONDOMINIUM RIDER-- SINGLE FAMILY-- FINAAFRILAIC UNIFORM INSTRUMENT ISC/CCR++//0291/3140(09-90)-L

FORM 3140 09/90

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