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03476 4 - 93-742960
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

Loan No. 930021620

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 9, 1993
CHRISTOPHER J. SUTTER & MORENE R. SUTTER, HUSBAND AND WIFE

The mortgagor is

"Borrower"). This Security Instrument is given to
IDSTEIN MORTGAGE SERVICES, INC.

93742960

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 549 N. ROUTE 83 - P.O. BOX 244, GRAYSLAKE, IL 60030-0244
(Lender"). Borrower owes Lender the principal sum of
fifty-five thousand one hundred fifty- and
no/100 Dollars (U.S. \$ 55,150.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2013
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in COOK County, Illinois:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

37-57-2

PIN 03-03-400-063-1088, VOL. #231
which has the address of 853 OXFORD PLACE, UNIT 110-D WHEELING [Street, City],
Illinois 60090 ("Property Address");
[Zip Code]

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

100-691(L) 101051.01

VMP MORTGAGE FORMS - (312)283-8100 - (800)621-7281

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Form 3014 9/90

Amended 5/91

Initialed: *CS*
DS

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Form 3014 8/80

Form 3014 8/80

Borrower shall promptly discharge any lien which has priority over
willing to the payment of the obligation secured by the lien in a manner
by, or defeats against enforcement of the lien in a manner
and/or creates or (c) secures from the holder of the lien an agree-
ment to the effect that the holder of the lien will not foreclose
this Security Instrument, if Lender determines that any part of the Prop-
erty Security Instrument, Lender may give Borrower a notice terminating
this Security Instrument. Lender may give Borrower a notice terminating
more of the actions set forth above within 10 days of the giving of notice.

4. Charges; Liens. Borrower shall pay all its fees, assessments, charges, fines and impositions attributable to the Property during, to interest at due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by [] under paragraph 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

If the Funds held by Lennder exceed the amount permitted to be paid by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law; if the amount of the Funds held by Lennder exceeds the amount permitted to be paid by applicable law, Lennder shall make up the deficiency in no more than thirty days after notice of such deficiency is given to Lennder.

without charge, in manner accounting of the funds, so long as debts are paid off as additional security for all moneys secured by this Security Instrument.

applicable law requires interest to be paid, Lender shall be entitled to pay dividends on the Funds and debits to the Funds and the purpose for which each without charge an annual accounting of the Funds, showing credit and debit to the Funds and the purpose for which each

a charge. However, Lender may require Borrower to pay a one-time charge for the privilege of making a one-time withdrawal from the account.

Escrow items, Lender may not charge Broker for holding the funds, unless Lender may apply the funds, usually during the escrow process, until such time as the title is transferred to the Buyer.

Lender may estimate the amount of funds due on the basis of current and reasonable estimates of expenditures to repair or replace.

Lender may, at any time, collect and hold funds in its judgment not to exceed the maximum amount of principal, interest, fees, costs, expenses, and other charges provided for in the note and the terms of the mortgage.

If any; (e) every mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in connection with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Breakdown Items".

and assessments which may attain promptly over the security instruments as a lien or title property; (d) generally measure property rents on the property, if any; (c) yearly hazard or property insurance premiums; (e) very necessary maintenance, if any; and (f) any sums payable by Borrower to Lender, in accordance with

2. Funds for Taxes and Insurance, subject to applicable law or to written waiver by Lender, borrowed under any Note.

1. Payment of Principal and Interest; Repayment and Late Charge; Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Variances by jurisdiction to constitute a uniform security instrument covering real property.

and will defend generally the title to the property against all claimants and defrauders, subject to such酣claims or encumbrances as may be bona fide held by third persons.

BORKOWER COVENANT I S THAT BORKOWER IS SWIMMING, SEIZED OF THE SEAWEEDS, CONVICTED OF THE MURDER OF HIS WIFE,

JOOFERTER will in due time have a power to make all the improvements now or hereafter made on the property, and the expenses of such improvements, up to the time of sale, shall be covered by the security.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a 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 evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

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 given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Note are declared

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 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.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any power.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, 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 only to mortgage, grant and convey that instrument to Lender and any other Borrower under the terms of this Security instrument; and (b) is not personally obligated to pay the summs secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, re-borrow or make any accommodations with regard to the terms of this Security instrument or the Note, without the Borrower's consent.

secured by this Security instrument, whether or not taken out.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make all 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 sum received by this Security Instrument whether or not then due.

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 the Property or less than the amount of the sums secured by the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by the Property or less than the amount of the sums secured by the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amounts of the sums secured by the Property immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking, and (b) the fair market value of the Property immediately before the taking, shall be reduced by the amount of the proceeds multiplied by the following fraction:

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

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.

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period the premiums required by an insurer approved by Lender) becomes available and measurable ends in accordance with any written agreement between Borrower and Lender or applicable law.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's 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 more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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 pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

Form 3014 9/90

Initials: *LS*

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Form 301A 8/90
NORFY PUBLIC RECORDS ACT STATE OF ILLINOIS
NOTARIAL PUBLIC OFFICE STAFF FORM 301A 8/90
This instrument was prepared by: KEN IDSTEIN
Date: 10/18/15

My Commission Expires:

Given under my hand and official seal, this 9th day of September 1993
Signed and delivered the said instrument as THREE free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the
personally known to me to be the same person(s) whose name(s)
Notary Public Seal

CHRISTOPHER J. SUTTER and NORINE R. SUTTER, HUSBAND AND WIFE

County ss:
, a Notary Public in and for said County and State do hereby certify
that

STATE OF ILLINOIS, *Christopher J. Sutter*
County of *Calke*

Borrower
(Seal)

Borrower
(Seal)

NORINE R. SUTTER, HUSBAND AND WIFE
Christopher J. Sutter
(Seal)

Borrower
Christopher J. Sutter
(Seal)

Christopher J. SUTTER
Borrower
(Seal)

Borrower
Christopher J. Sutter
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument; and
in any rider(s) executed by Borrower and recorded with it.

Witnesses:

- [Check applicable box(es)]
- Adjustable Rate Rider
 - Condominium Rider
 - Family Rider
 - Graduated Payment Rider
 - Interest Only Rider
 - balloon Rider
 - Biweekly Payment Rider
 - Monthly Payment Rider
 - Rate Improvement Rider
 - Partial Uni Development Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
Security Instruments and Agreements of each such rider shall be incorporated into and shall amend and supplement
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

RECORD AND RETURN TO:
IDSTEIN MORTGAGE SERVICES, INC.
549 N. ROUTE 83 - P.O. BOX 244
GRAYSTAKE, IL 60030-0244

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Loan # 930021620

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 9th day of September, 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

IDSTEIN MORTGAGE SERVICES, INC.

(the "Lender")

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

853 OXFORD PLACE, UNIT 110-D, WHEELING, ILLINOIS 60090

[Property Address]

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

CHELSEA COVE CONDOMINIUM

[Name of Condominium Project]

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

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

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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

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

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

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

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

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

Form S140 9/90

1000-81008

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Initials: CS
DS

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

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

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

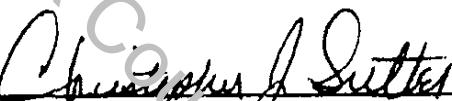
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

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

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

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

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


Christopher J. Sutter

CHRISTOPHER J. SUTTER

(Seal)

-Borrower


Norene R. Sutter

NORENE R. SUTTER, HUSBAND AND WIFE

(Seal)

-Borrower


(Seal)

-Borrower


(Seal)

-Borrower

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ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

LOAN NO. 930021620

UNIT 110-D IN CHELSEA COVE CONDOMINIUM NUMBER 1 AS DELINEATED ON SURVEY OF A PART OF LOT 1 IN CHELSEA COVE, A SUBDIVISION, BEING A PART OF LOTS 5, 6, AND 7 TAKEN AS A TRACT, IN OWNER'S DIVISION OF BUFFALO CREEK FARMS, BEING A SUBDIVISION OF PART OF SECTIONS 2,3,4,9, AND 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1973 AS DOCUMENT NUMBER 22205368 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 77166 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22604309, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTEnant TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

93742960