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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

27 OCT 27 AM 9:15

93864035

LOAN NO.: 000-11181-6

BOX 404

## MORTGAGE

[Space Above This Line For Recording Data]

37-  
81

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 18, 1993** . The mortgagor is  
NANCY A. DEMAAR, DIVORCED AND NOT SINCE REMARRIED  
("Borrower"). This Security Instrument is given to  
**SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO**

which is organized and existing under the laws of **United States of America**, and whose  
address is **3525 WEST 63RD STREET, CHICAGO IL 60629**

("Lender"). Borrower owes Lender the principal sum of

**SIXTY FOUR THOUSAND AND NO/100**

**Dollars (U.S. \$ 64,000.00 )**

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 **NOVEMBER 1, 2008**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

**REFER TO ADDENDUM ATTACHED HERETO AND MADE APART HEREOF**

P.I.N.: **28-09-100-138-1037**

which has the address of **14515 CENTRAL COURT PH1 G-B12** **OAK FOREST** **[Street, City]**

**Illinois 60452** ("Property Address");

[Zip Code]

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90

Amended 5/91

VMP MORTGAGE FORMS • (313)293-8100 • (800)621-7281



93864035

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Form 3014 8/80

HOME LOAN, CLOTHES, ETC., BONNIE ROFFMAN

4062 SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

This instrument was prepared by: SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

93864035

Given under my hand and under seal this day of October 1993  
Signed and delivered the said instrument 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 he  
is personally known to me to be the same person(s) whose name(s)  
My Commission Expires: Notary Public, State of Illinois  
Notary Commission Expires: 8/14/97  
Notary Public, State of Illinois  
My Commission Expires: Notary Public, State of Illinois  
Notary Public, State of Illinois  
Given under my hand and under seal this day of October 1993  
Signed and delivered the said instrument 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 he  
is personally known to me to be the same person(s) whose name(s)

NANCY A. DEMAR, DIVORCED AND NOT SINCE REMARRIED

that  
I, M. JONES, County of Cook, a Notary Public in and for said county and state do hereby certify  
that

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

NANCY A. DEMAR  
(Seal)

BY SIGNING BELOW, Borrower accepts 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)]
- The covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- XX Adjustable Rate Rider  
 Condominium Rider  
 1-4 Family Rider  
 Graduate Payment Rider  
 Planned Unit Development Rider  
 Biweekly Payment Rider  
 Race Improvement Rider  
 Second Home Rider  
 Other(s) [Specify]
- V.A. Rider  
 Balloon Rider  
 Grandparent Rider  
 Other(s) [Specify]

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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

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more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, if Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may alienate priority over this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to another of the lien, or (d) secures against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien which has priority over this Security Instrument unless Borrower: (a) agrees in

(b) Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower owes payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, to the person owed payment, Borrower shall pay them on time directly these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay to the Property direct, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. (Charges): Lien, Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the Property and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid/able under Paragraph 2;

5. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid/able under Paragraph 2;

Funds held by Lender, if Lender shall agree to sell the Property, Lender, prior to the acquisition of sale of this Security instrument, shall apply any funds held by Lender at the time of acquisition or sale to a credit against the sums secured by

of the Property, shall apply any funds held by Lender at the time of acquisition or sale to a credit against the sums secured by

Funds held by Lender, if Lender shall acquire or sell the Property, Lender, in such case Borrower

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

time is not sufficient to pay the Escrow liens when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any

shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall so be required to pay Borrower any interest or earnings on the Funds,

used by Lender in connection with this loan, unless applicable law provides otherwise, unless an agreement is made or

a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

verifying the Escrow items, unless Lender for holding and applying the escrow account, or

Escrow items, Lender may not charge Borrower for holding and applying the escrow account, or pay the Funds to pay the

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2607 et seq. ("RESPA"), unless another law applies to the Funds

related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums, These items are called "Escrow items."

if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard of property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may attach property over this Security instrument as a lien on the Property; (b) yearly leasedhold payments

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

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges: Borrower shall promptly pay when due the

UNIFORM GOVERNANTS, Borrower and Lender govern and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited

and will defend generally the title to the Property is unencumbered, except for encumbrances of record, Borrower warrants

that and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

fixtures now or hereafter a part of the property. All repudiations and additional covenants shall also be covered by this Security

Instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument 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. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** 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 interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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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 option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

**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, or does not insure hereto, or does not insure hereto within 30 days of notice from Lender to any insurance carrier who has offered to settle a claim, then Lender may apply to the insurance carrier for a certificate of occupancy. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given. Under no circumstances shall Borrower otherwise agree to in writing, insurance proceeds shall be applied to restoration of the property damaged, if the restoration of the property is reasonable feasible and Lender's security is not lessened. If the property is not reasonably 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 insure hereto within 30 days of notice from Lender that he 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 the extent of the damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security instrument, unless Lender otherwise uses the proceeds to repair or restore the Property or to the extent of the damage to the Property prior to the acquisition of the security instrument. If Lender fails to make prompt payment of the amount of the premium paid or the amount of the premium paid under paragraph 21 to the insurance company referred to in paragraphs 1 and 2 or change the amount of the premiums, if Lender fails to pay the amount of the premium or any other sum due, within 30 days from the date of occupancy, unless Lender agrees to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender agrees in writing, which consents shall not be unreasonable withheld, or unless the date of occupancy is less than 30 days from the date of occupancy, unless Lender agrees to occupy the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and use the Property as Borrower's principal residence until he occupies it himself, except that Lender may receive dividends on the investment in the property, and may have the right to hold the policies and renewals. If Lender renews, Borrower shall promptly give to Lender all receipts of Lender having the right to hold the policies and renewals. All insurance policies and renewals shall be acceptable to Lender and Borrower other than those of loss if not made promptly by Borrower.**

6. (continued). Protection of the Property; Borrower's Loan Application; Leaseholds. Lender shall occupy the property as Borrower's principal residence until he occupies it himself, except that Lender may receive dividends on the investment in the property, and may have the right to hold the policies and renewals. If Lender renews, Borrower shall promptly give to Lender all receipts of Lender having the right to hold the policies and renewals. All insurance policies and renewals shall be acceptable to Lender and Borrower other than those of loss if not made promptly by Borrower.

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 against him personally or by reason of his bankruptcy, probate, for commitment to an infirmary or to forfeiture of title to the property, Lender's debts or obligations to him may be satisfied out of the proceeds of the sale of the property. Lender shall become additional debtor of Borrower secured by this Security instrument. Any amounts disbursed by Lender under this paragraph 7 shall bear interest from the date of disbursing the amount to the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment of disbursement. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment of disbursement.

8. Alternative coverage. It Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the insurance in lieu of mortgage insurance. Lender reserves the right to require Lender to pay the premiums required to maintain the insurance in lieu of mortgage insurance as a condition of making the loan secured by this Security instrument. Any amount disbursed by Lender to Borrower shall pay the premiums required to maintain the insurance in lieu of mortgage insurance as a condition of making the loan secured by this Security instrument. Borrower shall pay the premiums required to maintain the insurance in lieu of mortgage insurance as a condition of making the loan secured by this Security instrument.

9. 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 option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

10. Reimbursement of Losses. Lender shall have the right to hold the policies and renewals, if Lender requires, or does not insure hereto within 30 days of notice from Lender that he 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 the extent of the damage to the Property prior to the acquisition of the security instrument. If Lender fails to make prompt payment of the amount of the premium paid or the amount of the premium paid under paragraph 21 to the insurance company referred to in paragraphs 1 and 2 or change the amount of the premiums, if Lender fails to pay the amount of the premium or any other sum due, within 30 days from the date of occupancy, unless Lender agrees to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender agrees to occupy the Property as Borrower's principal residence until he occupies it himself, except that Lender may receive dividends on the investment in the property, and may have the right to hold the policies and renewals. All insurance policies and renewals shall be acceptable to Lender and Borrower other than those of loss if not made promptly by Borrower.

11. Security Interest. Lender shall have the right to hold the policies and renewals, if Lender requires, or does not insure hereto within 30 days of notice from Lender that he 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 the extent of the damage to the Property prior to the acquisition of the security instrument. If Lender fails to make prompt payment of the amount of the premium paid or the amount of the premium paid under paragraph 21 to the insurance company referred to in paragraphs 1 and 2 or change the amount of the premiums, if Lender fails to pay the amount of the premium or any other sum due, within 30 days from the date of occupancy, unless Lender agrees to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender agrees to occupy the Property as Borrower's principal residence until he occupies it himself, except that Lender may receive dividends on the investment in the property, and may have the right to hold the policies and renewals. All insurance policies and renewals shall be acceptable to Lender and Borrower other than those of loss if not made promptly by Borrower.

12. Substitution of Mortgages. Lender shall have the right to substitute one equivalent mortgage paid by Borrower when the insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to the cost to Borrower of the mortgage previously in effect, from an alternate mortgage insurer approved by Lender. If alternate coverage subsequently ceases or ceases to be in effect, Borrower shall pay the premiums required to maintain coverage equivalent to the mortgage previously in effect, from an alternate mortgage insurer to the same amount, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the instrument, Borrower shall pay the premiums required to maintain the mortgage insurance as a condition of making the loan secured by this Security instrument.

13. Assignment of Mortgages. Lender and Borrower shall assign the mortgage to Lender in full. Lender shall have the right to require Lender to pay the premiums required to maintain the mortgage as a condition of making the loan secured by this Security instrument. Lender shall have the right to require Lender to pay the premiums required to maintain the mortgage as a condition of making the loan secured by this Security instrument. Any amount disbursed by Lender to Borrower shall bear interest from the date of disbursing the amount to the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment of disbursement.

14. Death, Insanity or Incapacity of Lender. If Lender dies or becomes insane or incapable of managing his affairs, his estate or guardianship, heirs or personal representatives may take action under this paragraph to make repairs on the property. Although Lender may do so, Lender does not have to do so.

15. Assignment of Mortgages. Lender and Borrower shall assign the mortgage to Lender in full. Lender shall have the right to require Lender to pay the premiums required to maintain the mortgage as a condition of making the loan secured by this Security instrument. Lender shall have the right to require Lender to pay the premiums required to maintain the mortgage as a condition of making the loan secured by this Security instrument. Any amount disbursed by Lender to Borrower shall bear interest from the date of disbursing the amount to the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment of disbursement.

16. (continued). Protection of the Property; Borrower's Loan Application; Leaseholds. Lender shall occupy the property as Borrower's principal residence until he occupies it himself, except that Lender may receive dividends on the investment in the property, and may have the right to hold the policies and renewals. All insurance policies and renewals shall be acceptable to Lender and Borrower other than those of loss if not made promptly by Borrower.

17. Lender's Right to Hold Policies and Renewals. Lender shall have the right to hold the policies and renewals, if Lender requires, or does not insure hereto within 30 days of notice from Lender that he 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 the extent of the damage to the Property prior to the acquisition of the security instrument. If Lender fails to make prompt payment of the amount of the premium paid or the amount of the premium paid under paragraph 21 to the insurance company referred to in paragraphs 1 and 2 or change the amount of the premiums, if Lender fails to pay the amount of the premium or any other sum due, within 30 days from the date of occupancy, unless Lender agrees to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender agrees to occupy the Property as Borrower's principal residence until he occupies it himself, except that Lender may receive dividends on the investment in the property, and may have the right to hold the policies and renewals.

18. Death, Insanity or Incapacity of Lender. If Lender dies or becomes insane or incapable of managing his affairs, his estate or guardianship, heirs or personal representatives may take action under this paragraph to make repairs on the property. Although Lender may do so, Lender does not have to do so.

19. Substitution of Mortgages. Lender shall have the right to require Lender to pay the premiums required to maintain the mortgage as a condition of making the loan secured by this Security instrument. Any amount disbursed by Lender to Borrower shall bear interest from the date of disbursing the amount to the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment of disbursement.

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LOAN NO.: 000-11181-6

BORROWER/ENTITY: NANCY A. DEMAAR

## LEGAL DESCRIPTION

### Addendum

UNIT NUMBER 14515-PH-1 IN LOT 11 AND UNIT NUMBER G-812 IN LOT 12  
IN SCARBOROUGH FAIR CONDOMINIUM AS DELINEATED ON A SURVEY OF  
CERTAIN LOTS OR PARTS THEREOF IN SCARBOROUGH FAIR SUBDIVISION  
BEING A SUBDIVISION OF THE SOUTH 50 ACRES OF THE WEST 1/2 OF  
THE NORTH WEST 1/4 (EXCEPT THE EAST 541.60 FEET THEREOF) ALSO  
(EXCEPT THE NORTH 610.00 FEET THEREOF) AND ALSO (EXCEPT THE  
SCHOOL LOT IN THE SOUTH EAST 1/4 THEREOF), ALL IN SECTION 9,  
TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN  
WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF  
CONDOMINIUM MADE BY FORD CITY BANK, AS TRUSTEE UNDER TRUST  
NUMBER 730 AND RECORDED AS DOCUMENT 22907419 AS AMENDED FROM  
TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST  
IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

P.I.N. NO.'S 28-09-100-138-237 & 28-09-100-138-1072

14515 CENTRAL COURT PH1 G-812  
OAK FOREST, IL 60452

P.I.N.:

*mail to*

PREPARED BY: SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION  
4062 SOUTHWEST HIGHWAY  
HOMETOWN, IL 60456  
BONNIE HOFFMAN

*Box 333*

93864035

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 18TH day of OCTOBER 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

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

(the "Lender")

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

14515 CENTRAL COURT PH1 G-812 OAK FOREST, IL 60452

[Property Address]

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

SCARBOROUGH FARE 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.

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Form 3140 9/90

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

NANCY A. DEMAR  
Borrower  
(Seal)

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

Agreement to Borrower requesting payment.  
by the Security Instrument unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of instrument at the Note rate and shall be payable, with interest, upon notice from by the Security Instrument under this paragraph F shall become additional debt of Borrower secured them. Any amounts disbursed by Lender under this paragraph F shall be paid when Lender may pay them.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may take any action which would have the effect of rendering the public liability insurance coverage

maintained by the Owners Association unacceptable to Lender.  
(iii) termination of professional management and assumption of self-management of the Owners Association or

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

(v) any amendment to any provision of the Document Documents if the provision is for the express taking by condemnation or eminent domain;

(vi) 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

written consent, either partition or subdivide the Property or consent to:

F. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the common elements, or for any convenience 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.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to