MOOD DVTE' ITTINOIS 100 MILLER DRIVE HORSEHOLD BANK FSB

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MORTGAGE

ADAMES E. MOSER, A BACHELOR The mortgagor ts OCTOBER 29TH no novig si ("mammutan yinuso2") HDACTACM SIHT

"Borrower"). This Security Instrument is given to

ITTINOIÈ

which is organized and existing ut der the laws of CHARTER MORTGAGE (CMPANY

2500 W. HIGGINS ROAD, SUITE 415, HOFFMAN ESTATES, IL, 60195

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

interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with This Security in strument secures to Lender: (a) the repayment of this debt evidenced NOVEMBER 15T, 2023 Instrument ("Mote"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on ). This debt is evidenced by Borrower's note dated the same date as this Security 271,500.00 2 .2.U) engloca TWO HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED AND NO/100

grant and convey to Lender the following described property for twilter covonants and agreements under this Security Instrument 20th the Note. For this purpose, Borrower does horeby mortgage,

County, Illinois:

, and whose address is

1993

IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSSIP 39 NORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT UNRER 27404632, THE COMMON ELEMENTS IN 119 WEST CHESTNUT CONDOMINIUM AS DELINEATED ONIT SW TOGETHER WITH ITS UNDIVIDED PERCENTAGE (UNTEREST IN

BYNGE IN EVEL OE THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

TUTION 13.

P. I. N. #17-04-448-031-1004

COOK COUNTY RECORDER \$406m \$400 W 185:40 20/40/11 oral unit effort DEPT-01 RECORDINGS

[CitA] CHICVO "Property Address"); [IDMIS] 01909

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which has the address of 119 W. CHESTAUT STREET UNIT & 2W

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INITAL COUNTY TITLE CO. OF ILLINOIS

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

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

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assess set is which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums in any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow income." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of pourse Escrow Items or otherwise in accordance with applicable law

The Funds shall be held in an institution vihose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrover for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in initing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deliciency. Borrower shall make up the deliciency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Levuer, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. 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 any payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions alternutable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Priparty is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

it is proved

Form 3014 9/90 (page 2 of 6 pages)

Greet Lahos Business Forms, Inc. III
To Order Call. 1-800-530-9383 (FAX 616-791-1131

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inollannmbau!), (it The proceeds of any award or chier for damages, ducet or consequential, in connection with RIVE BOTTOWER notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall agreement between Borrower and Lender or applicable law.

effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written икин ресолься выпрарь выс до оринност допломы ярин бых пре Бланиния веспрост попиния получива извилинее иг insurance coverage (in the amount and for the period that Lender requires) provided by an maurer approved by Lender ίμαι οι ποτικακο παιαπαίος, Loas reserve ραγιποίας παιγ πο Ιουκεί δε required, αι της ορίτοπ οι Lender, τι ποτίκακε insurance coverage impact of ceased to be in effect, Lender will necept, use and relimitations us a loss reserve in Lender each month is sum equal to one-twellth of the yearly mortgage insurance premium being paid by Borrower when the insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage premiums required to obtain coverage substantially equivalent to the mertrage insurance previously in effect, at a cost remain, the mortginge inautance coverage required by Lender lupies or coises to be in effect, Borrower shift pay the թարդի րատատու՝ թոււստա արդլ հահ դեշ հեռարատ աժառը ըւ աստարու դե առաքառ առացություն գլեցը ը' լու առ

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the date of diabursement at the Note rate and shall be payable, with interest, upon notice that Lender to Borrower Security instrument, Univas Borrower and Lender agree to other terms of payment, these ame and shall bear interest from Any unnumbs disbursed by Lender under this puragraph? shall become additional delical Borrower secured by this

take netion under this paragraph 7, Lender does not have to do so.

врючинд in court, риуінд телконаble айотпеуз' Геся айд сиденид он тье Property to page repairs. Although Lender fuay Ргорену. Lendor'я исполя пад тейифе рауінд апу митя ясситед by и hen which has priority over this Security Instrument. then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Рюрочу (висћ на и ресезедник in bankrupicy, probate, for condemuation et forfeiture or to enforce laws or regulations), sgross to the merger in writing.

7. Protection of Lender's Rights in the Property.

11. Borrowe Luis to perfeirn the covenants and agreements.

2. Protection of Lender's Rights in the Property.

2. Contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Contained of the Contain

of the leave, if Borrower acquires fee title to the Property, the is shold and the fee title shall not merge unless Lender Proporty as a principal residence. If thus Security Instrument is on a Jonschold, Borrower shall comply with all the provisions with the long evidenced by the Vote, including, but not limited to, representations concerning Borrower's occupancy of the inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's or proceeding to be dismissed with a ruling the, in Lender's good faith determination, precludes forfeiture of the Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action. could result in forteiture of the Property A otherwise minerally impain the ben crouted by this Security Instrument or be in dolant it any forforms netion of proceeding, whether civil or crinimal, is begin that in Lender's good fault judgment. deniny, diminge or impuir the Property glow the Property to deteriorate, or commit waste on the Property. Borrower shall unteamountly withhold, or unless extermining circumstances exist which are beyond Borrower's control. Borrower shall not for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence Leaseholds. Borrower stall occupy, establish, and use the Property as Borrower's principal residence within sixty days 6. Occupancy, (reservation, Maintenance and Protection of the Property; Borrower's Loan Application;

mountained in the second of the mediation. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under pungraph of the Property is nequired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the cuts date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

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

Lender, Lender may make proof of loss if not made promply by Borrower.

of paid promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to

any condemnation or other taking of any part of the Property, or for conveyance in heu 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 Rekased; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in 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 was 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-sign in 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 i ender 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'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.

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

Form 3014 9/90 (page 4 of 6 pages)

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 hen 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 man tenance 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.

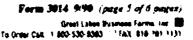
As used in this paragraph 20, "Hazardous Scostances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances, gasotine, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials, ontaining 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 protect on.

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

- 21. Acceleration; Remedies. Lender shall give notice to forrower 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 accercation 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, hender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

93909320



# RECEIVAGE XATCE CREATED CORP. INC. COPY

Security 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 pages 1 through 6 of this (s) [abecify] Second Home Rider Rate Improvement Rider Balloon Rider Planned Unit Development Rider Graduated Payment Rider Biweekly Payment Rider 1-4 Family Rider Condominium Rider Adjustable Rate Rider

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

Instrument [Check applicable box(ea)]

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STATES, IL 60195	S200 M' HIGGINS BOND' SNITE 415, HOFFMAN E
•	CHARTER MORTGAGE COMPANY,
To color grand	PASSING AS PROPERTY BUSING EXPIRES 4/21/30 SIND SIND SIND SIND SIND SIND SIND SIND
<b>\.</b>	My Commission expires:
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ne to be the same (s) whose name(s)	
MANOSEA	do horeby certify that Januar & Milasel
, a Notary Public in and for said county and state,	1 + the conscious short
County ss:	STATE OF ILLINOIS, (A) (A) (A)
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iswonod.	JAMES E. MOSER -Bottower
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### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 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 CHARTER MORTGAGE COMPANY,

(the "Lender")

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

119 W. CHESTHUT STREET, URIT # 2W, CHICAGO, IS 60610

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known 119 WEST CHESTNUT CONDOMINIUM

### IName 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 Owices Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Portower 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, (ii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all these and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Orders Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condomnum Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the negative 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 Covener 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 is near of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payably 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, and on dextent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct in 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 columns or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds of any award or sale for the property assigned and shall be paid to Lender. Such proceeds of any award or sale for the property assigned and shall be paid to Lender.

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

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JAMES E. MOSER	-Borrower	(Scal) -Borrower
	-Horrower	(Scal) -Borrower

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