JNOFFICIA

COOK COUNTY, ILLINOIS

1993 NOV 18 711 2: 18

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This instrument prepared by and should be returned to:

[Space Above This Line For Recording Data] MORTGAGE

JEHNIFER FORTKEN

7476380

MIDWEST MONTGAGE STRVICES, INC. 1901 BOUTH WEYERS MOND, SUITE 300 OAKBROOK TERRACE, IL 65181

THIS MORTCAGE ("Security Instrument") is given on DORIS J. HENSCHEL, DIVOYCAD AND NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of

WITED STATES OF AMERICA

address is

(3

ONE FIRST NATIONAL PLAZA, CHICAGO, ZLIMOTA 60670

("Linder"). Bostower owes Lender the principal sum of

FIFTY FIVE THOUSAND & 00/100

Dollars (U.S. \$

55,000.00

This debt is evidenced by Borrower's note dated the same date as this Security Institutent ("Note"), which provides for monthly DECEMBER 1, 2023 This Security payments, with the full debt, if not paid earlier, due and payable on 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 participant 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 County, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : 10 10 100 024 1019

which has the address of Illinois

10116 PEACH PARKWAY N109, SKOKIE

60076 [Zip Code] ("Property Address");

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

(Street, City),

-6R(IL) (\$105)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

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of the actions art forth above within 10 days of the giving of notice.

Security Insuranent, Leader may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends 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 lies in a manner acceptable to Lender; (b) contests in good faith the lies Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Lender all notices of senounts to be paid under this paragraph. If obligations in the manner provided in puragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and lesschold payments or ground rents, if any. Borrower shall pay these 4. Charges; Lines. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property fixed, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

I said 2 shall be applied: these, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received in Lender under paragraphs Sociative Institutions.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit to time the sums secured by this hold by Lender, II, under paragraph 21, Lender shall acquire or sell the Property, Lender, srist to the acquisition or sale of the Upons payment in full of all sums secured by this Security Instrument, Leader shall paymont to Borrower any Funds monthly payments, at Lendar's sole discretion.

to Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve aux sufficient to pay the Eacrow Items when due, Lender may so notify Born wer in writing, and, in such case Borrower shall pay the excress Funds in accordance with the requirements of applicable law. If the excress Funds held by Lender at any time is

If the Pends held by Lender exceed the smounts permitted to be held by applicable law, Lender shall account to Borrower for

made. The Funds are pledged as additional security for all sums secured by this Security Instrument. sensual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be poid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to pay Borrower any interest or estraings on the Funds. Borrower and Lender in connection with this love, unless applicable inw provides otherwise. Unless an agreement is made or applicable law However, Leader and require Borrower to pay a out-time charge for an independent real catate tax reporting service used by the Eacrow Isona, unless Londer pays Borrower in orde Funds and applicable law permits Londer to make such a charge. Lone. Leader may not charge Borrower for inciding and applying the Funds, annually analyzing the eacrow account, or verifying Londer, if Londer is such an institution) of in Iny Pederal Home Loan Bank. Londer shall apply the Funds to pay the Bacrow

The Funds shall be held in an incitation whose deposits are insured by a federal agency, insuranceasility, or catily (including Cherwise in accordance with applicacle serving

confined the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Eacrow Homs or enternate if so, Lender may, at the time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may Co anneaded from time to ting. A. U.S.C. Section 2601 ct seq. ("RESPA"), unless another law that applies to the Funds sets a lesser 🔝 morigage from may require the Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 at 3 Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related. provisions of parterage 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items. eny; (c) yearly to trage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Proporty, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and assessments which may study priority over this Security Instrument as a tion on the Property; (b) yearly lessedtold payments. Londor on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes

2, Pussels 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 Mote and any prepayment and late charges due under the Mote.

L. Payment of Principal and Interest; Prepayment and Late Charges. Bostower shall promipily pay when due the UNIFORM COARNANTS. Borrower and Lender coverant and agree as follows:

variations by juriadiction to constitute a uniform accurity instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverant for national use and non-uniform coverants with limited will defead generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BOBSOMER COAMNAZ dan Borrower is lawfully seised of the cause hereby conveyed and has the right to mortgage,

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

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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 Leader.

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 in actiately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance snell 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 other wise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security as rument 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 wan due.

Unless Lender and Borrower otherwise agric 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 incomment granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Porrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or re use to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any damind 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 occurrently 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 so's 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 relinded 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.

Form 3014 3/90 Initials:

£654, 88000

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

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. Instrument. Univers Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of Any amounts disburned by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security does not have to do so.

atterneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender paying any sums secured by a lien which has priority over this Security Instrument, appearing in Jourt, paying reasonable for whatever is necessary to protect the value of the Property and Lender's rights in the Property Linder's actions may include proceeding in bunkrupicy, probate, for condemnation or forfeiture or to enforce laws or regulations, then Lender may do and pay this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a

7. Protection of Leader's Rights in the Property. If Borrower fails to perform the averants and agreements contained in

not morge unless Lender agrees to the merger in writing. shell comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lesschold, Borrower may anatorial information) in connection with the loan evidenced by the New including, but not limited to, representations tona application process, gave materially false or inaccurate information consequences to Lender (or failed to provide Lender with the tion created by this Security Instrument or Lender's security interest. Annower shall also be in default if Borrower, during the Londer's good faith determination, precludes forfeiture of the belower's interest in the Property or other material impairment of default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in otherwise materially impair the lien created by this Security in trument or Lender's security interest. Borrower may cure such a proceeding, whether civil or criminal, is begun that in Leader's good faith judgment could result in forfeiture of the Property or allow the Property to deteriorate, or commit wastern the Property. Borrower shall be in default if any forfeiture action or extensating circumstances exist which are beyond it in piver's control. Borrower shall not destroy, damage or impair the Property, date of occupancy, unless Londer otherwise Arces in writing, which consent shall not be unreasonably withheld, or unless this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of 6. Occupancy, Preservation, M. L. Caneraldon, Protection of the Property; Borrower's Louis Application; Lemendolds.

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

many marks proof of loss if not made promptly by Borrower.

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

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

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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 of 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.

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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. Londer's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall contains 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; Charge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one of 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 pre-exting two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances the regenerally 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 he Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or it 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 formulaelyde, 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 foliation:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration (o'lowing 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 or the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice small ourther 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 8/90 Initiale:

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One First National Plaza
Chicago, Illinois 60670
Telephone: (312)732-4000

LOAN # 0000833491 10116 PEACE PARKHAY N109 BKOKIE, IL 60076

LEGAL DESCRIPTION RIDER

UNIT NUMBER "N"-109, AS DELINEATED ON SURVEY, OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, (HEREINAFTER REFERRED TO AS DEVELOPMENT PARCELY: THE SOUTH 198.07 FEET OF THE NORTH 440.74 FEET, AS MEASURED ON THE EAST AND WEST LINES, (EXCEPT THE SOUTH 211.33 FEET, OF THE NORTH 264 FEET, OF THE WEST 40 FEET THEREOF), OF LOT 7, IN ADMINISTRATOR'S SUBDIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, THAT PART OF THE NORTH 264 FEET, OF THE WEST 40 FEET OF LOT 7, IN SAID ADMINISTRATOR'S SUBDIVISION, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, ON THE WEST LINE OF SAID TOT 7M, SAID POINT BEING 264 FEET, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 7, 40 FEET; THENCE SOUTHWESTERLY, 56.39 FEET, TO THE POINT OF BEGINNING; WHICH SURVEY IS ATTACHED AS FXHIBIT "A", TO THE DECLARATION OF CONDOMINIUM, MADE BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED, MARCH 4, 1964, AND KNOWN AS TRUST NUMBER 46618, AND NOT INDIVIDUALLY, AND THE ONTARIO CONSTRUCTING SERVICE COMPANY, AN ILLINOIS CORPORATION, RECORDED IN THE RECORDER'S OFFICE, OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 19548782; TOGETHER WITH AN UNDIVIDED 3,126 PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS, AS SET FORTH OPPOSITE THE UNIT NUMBER ON SCHEDULE "A", ATTACHED HERETO, IN SAID DEVELOPMENT PARCEL; ALL IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. # : 10 10 100 024 1019

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Property of Cook County Clerk's Office

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 978 day of NOVEMBER, 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 THE FIRST NATIONAL BANK OF CHICAGO

(the "Lender")

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

10116 PEACE FARKWAY W109, SKOKIE, ILLINOIS 60076

[Property Address]

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

NAWYON HOUSE

[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 counds 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 one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard in urance coverage on the Property is deemed antisfied to the extent that the required coverage is provided by the Owners a sociation 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.
- 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

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

Page 1 of 2

Form 31

VMP MORTGAGE FORMS - (213)293-8100 - (800)521-7281

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BY SIGNING BELOW, Borrow's accepts and agrees white terms and provisions contained in this Condominium

to Borrower requesting payares.

them. Any amounts Asbursod by Londer under this paragraph P shall become additional debt of Borrower socined?

by the Security Instrument, Unless Borrower and Lender agree to other terms of payment, these amounts shall bear, interest from the date of dist or distributed at the Note rate and shall be payable, with interest, upon notice from Lender interest from Lender.

maintained by the Owners Association unacceptable to Lender.

F. Romeet at Contower does not pay condominium dues and assessments when due, then Lender may pay,

- Association; or Association which would have the effect of rendering the public liability insurance coverage
- benefit of Lender;

 (iii) termination of professional management and assumption of self-management of the Owners
- by condemnation or explains:

 (ii) any amendment to any provision of the Constituent Documents if the provision is for the express
- (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
- written consent, cities partition or subdivide the Property or connects to:
- provided in Uniform Covenant 10.

 R. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior

welt 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