

This loan is held in confidence until the date of the final payment.

To the due, upon said premises, anything that may happen the value thereof, or of the security intended to be effected by virtue

**And said Masterholdere conueniente and agree**

However, it is important to note that the results of this study are limited by the fact that the sample size was relatively small and the participants were predominantly white and middle-class. Future research should aim to recruit a more diverse sample and explore the experiences of older adults from different cultural backgrounds.

putenances and fixtures, unto the said mortgagee, its successors and assigns; forever, for the premises under and by virtue of the

and interest of the said Minister in aid to said processes.

**Figures**, with all data summarized in the **Technical Appendices**, were submitted and accepted, and all **approvals** and **permissions** of every kind for the **purpose**

61965036

598

IT IS INSTRUCTED THAT THE RIDEER TO STATE OF ILLINOIS PAY MARKAGE RECEIPT AND QUOTE A MILEAGE REBATE  
TO THE RIDEER TO STATE OF ILLINOIS PAY MARKAGE RECEIPT AND QUOTE A MILEAGE REBATE  
AND EXECUTED BY BERNIE DAVIS HEREBY IS INCORPORATED HEREIN AND THE GOVERNMENTS AND  
AGREEMENTS OF THE RIDEER SHALL MEET AND SUPPORTMENT THE GOVERNMENTS AND AGREEMENTS  
OF THIS NOTIFICATION AS IF THE RIDEER WERE A PART HEREOVER.

THE COMMUNIST RIDER ATTACHED HERETO AND INSCULPTED OF SEVEN DAIS HERWITHE IS  
SEE ATTACHED ADDENDUM  
INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER AMEND  
AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER

giate de l'Innominabile, to write

The coverings and agreements herein contained do by these presents Mortgage and warrant unto the Mortgagee, its successors and assigns, all the property described below which is held by the County of [REDACTED] and heretofore in the County of [REDACTED]

March 90 - D19 - used a like sum on the first day of each month thereafter until the note is fully paid.

One hundred twenty-five and 67/100 Dollars (\$ 525.47)

**999 WAKUBGAN ROAD, GLENVIEW, ILLINOIS 60025**

With interest at the rate of 5 per cent., \$10,000.00 per annum on the unpaid balance until paid, and made payable to the order of the Plaintiff.

59,9 - Dollars (S) - 59,9 - Dollars (S)

That whereas the Mortgagor is fully indebted to the Mortgagee, as is evidenced by a certain promissory note bearing date the 25th day of July, in the principal sum of \$100 - - - - -

10. The following table shows the number of hours worked by 100 workers in a factory.

LINDSAY MOTOCAGE, INC., under the name of  
Lindson Organized and Existing under the name of  
The State of Illinois, County of McHenry,  
#93-0

DINE R. STARK, A Spinsters  
90054619

adventure, made this  
day of 17th

93054619

**Montage** of Illinois  
PMA Comm Net  
Jobn # 2967596

86-4479048 80086 A.I. BOX 370

Digitized by srujanika@gmail.com

# UNOFFICIAL COPY

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any money so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described hereby or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid herefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be apied by the Mortgagee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, etc., and other hazard insurance premiums;
- (III) interest on the note secured hereby;
- (IV) amortization of the principal of the said note; and
- (V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a deficit under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust my payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

# UNOFFICIAL COPY

90034706

Witness the hand and seal of the Mortgagor, the day and year first written.

*Nadine R. Stark*  
NADINE R. STARK

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

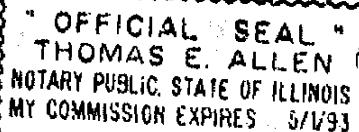
State of Illinois

County of Cook

I, THE UNDERSIGNED, a Notary Public, in and for the county and State aforesaid, Do Herby Certify That NADINE R. STARK, A Spinster and person whose name IS *Nadine R. Stark*, personally known to me to be the same that SHE signed, sealed, and delivered the said instrument as HER free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this

17th day of January, A.D. 19 90



Notary Public

Doc. No.

Filed for Record in the Recorder's Office of

ai

o'clock

m., and duly recorded in Book

day of

A.D. 19

page

PREPARED BY: GAIL SCHULTZ  
RETURN TO: MIDWEST FUNDING CORPORATION  
1020 31ST STREET, SUITE 401  
DOWNERS GROVE, ILLINOIS 60515

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Page 10

The requirements herein contained shall bind, and the beneficiaries and descendants shall inherit, to the recipient heirs, executors, and administrators, successors, and assigns of the parties hereto. Whenever need, the stipulated number shall include the period, the amount of the stipulation, and the time for payment, and the parties shall include the period, the amount of the stipulation, and the time for payment.

If it is established beyond doubt no extension of the time for payment of the debt thereby caused given by the Act may be of any use.

If a defendant should pay such a sum as to the judge and in the manner  
described and shall abide by, voluntary with, and due payment of  
the damages and expenses herein, then his damages shall  
be paid and paid and paid and, according well, within thirty (30) days after  
the damages and expenses herein, then his damages shall  
be paid and paid and paid and, according well, within thirty (30) days after  
written demand therefor by attorney, and, in like case of  
written demand therefor by attorney, and, in like case of  
plaintiffs or all parties to laws which require the greater exaction  
of delivery of such release or satisfaction by attorney

And in case of forfeiture of this mortgage by sale and delivery  
in any county of this state or territory, a reasonable sum shall be allowed  
for the collection of fees, and expenses, less of the amount  
due in such proceeding, and also for all outlays for documentary  
evidence and the cost of a complete abstract of title for the pur-  
pose of such foreclosure and in case of any other suit, or legal  
proceeding, wherein the attorney shall be made a party before  
a reason of this mortgage, his costs and expenses, and the  
reasonable fees of the attorney, in the case of any other suit, or legal  
proceeding, so made parties, for services in such suit or pro-  
cessary, shall be a further ten and change upon the said  
principles, and as this mortgage secures hereby and be allowed  
so much additional indebtedness as shall become  
in any decree for recovering this mortgage.

costs, leases, insurance, and other items necessary for the project.

In the event of default in making any mandatory payment pro-  
vided for herein and in the note secured hereby for a period of  
thirty (30) days after the due date thereof, or in case of a breach  
of any other covenant or agreement herein unperformed, when the  
whole of said principal sum remaining unpaid together with the  
amount of interest accrued thereon shall, in the discretion of the Borrower,  
stand forfeited whereupon such remaining unpaid together with the  
whole principal sum remaining unpaid together with the  
amount of interest accrued thereon, shall, in the discretion of the Borrower,

Having and letting Development or authorized agent in the  
parties of Housing and Urban Development or authorized agent in the  
to the State Day days from the date of this instrument  
secretary of Housing and Urban Development dated subsequent  
in the State Day days from the date of this instrument  
development to the note due at its option, declare all sums secured  
holder of the note due, at its option, declare all sums secured  
and liable payment of such indebtedness, the Maturity date  
debt owing to trustee said note and this mortgage, being demand  
date of the note due, at its option, the Maturity date

I am in the prime of my man's career, the commanding officer  
of any party of volunteers, or a regiment, for a private use, the  
armies, provinces, and the consideration for such acquisition, to  
the extent of the full amount of independence upon this spot.  
I have, and the Note secured me every emolumency unpaid,  
assured by the Major-generals to the Legislature and shall be paid  
forwardly to the Major-generals according to the rate of pay  
indeedness secured hereby, whether due or not.

# UNOFFICIAL COPY

UNIT ADDRESS NO. 1820 SUSSEX AND THE RIGHT TO EXCLUSIVE USE AND POSSESSION AS A LIMITED COMMON ELEMENT OF CARPORT PARKING SPACE NO. NONE IN HILLDALE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING:

THAT PART OF THE WEST HALF OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH EASTERLY LINE OF RELOCATED HIGGINS ROAD AS DEDICATED ACCORDING TO DOCUMENT NUMBER 12647600, 371.64 FEET (AS MEASURED ALONG THE NORTH EASTERLY LINE OF HIGGINS ROAD AFORESAID) NORTH WESTERLY OF THE POINT OF INTERSECTION OF SAID NORTH EASTERLY LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE SOUTH WEST QUARTER OF SAID SECTION 8, SAID POINT BEING ALSO THE INTERSECTION OF THE NORTH EASTERLY LINE OF RELOCATED HIGGINS ROAD, AFORESAID, AND THE CENTER LINE OF THAT EASEMENT KNOWN AS HUNTINGTON BOULEVARD, AS DESCRIBED IN THE DECLARATION AND GRANT OF EASEMENT RECORDED MAY 8, 1970 AS DOCUMENT NUMBER 21154392; THENCE NORTH AND WEST ALONG THE CENTER LINE OF SAID EASEMENT, BEING A CURVED LINE CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 300.00 FEET, A DISTANCE OF 219.927 FEET, ARC MEASURE, TO A POINT OF TANGENT; THENCE NORTH 51 DEGREES 56 MINUTES 05 SECONDS WEST, 100.00 FEET TO A POINT OF CURVE; THENCE NORTH AND WEST ALONG A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 300.00 FEET, A DISTANCE OF 297.200 FEET, ARC MEASURE, TO A POINT OF TANGENT; THENCE CONTINUING ALONG THE CENTER LINE OF SAID EASEMENT NORTH 05 DEGREES 09 MINUTES 40 SECONDS EASE, 542.183 FEET, THENCE LEAVING THE CENTER LINE OF SAID EASEMENT FOR HUNTINGTON BOULEVARD, NORTH 84 DEGREES 50 MINUTES 20 SECONDS WEST, 786.90 FEET; THENCE SOUTH 05 DEGREES 09 MINUTES 40 SECONDS WEST, 215.0 FEET; THENCE NORTH 84 DEGREES 50 MINUTES 20 SECONDS WEST, 195.33 FEET TO A POINT ON A LINE DESCRIBED AS RUNNING FROM A POINT ON THE SOUTH LINE OF THE WEST HALF OF THE NORTH WEST QUARTER OF SAID SECTION 8, WHICH IS 306.65 FEET WEST OF THE SOUTH EAST CORNER THEREOF AND RUNNING NORTHERLY 1564.77 FEET TO A POINT WHICH IS 444.55 FEET WEST, AS MEASURED AT RIGHT ANGLES, OF THE EAST LINE OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 8, AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED LINE OF SAID LINE EXTENDED SOUTH, 501.775 FEET TO A POINT ON THE NORTH EASTERLY LINE OF RELOCATED HIGGINS ROAD, AS AFORESAID; THENCE SOUTH 74 DEGREES 41 MINUTES 56 SECONDS EAST ALONG THE NORTH EASTERLY LINE OF SAID ROAD, 1295.00 FEET TO THE POINT OF COMMENCEMENT (EXCEPT THAT PART FALLING IN HUNTINGTON BOULEVARD AS DESCRIBED IN DECLARATION AND GRANT OF EASEMENT RECORDED MAY 8, 1970 AS DOCUMENT NUMBER 21154392) ALL IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR HILLDALE CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1978 AND KNOWN AS TRUST NO. 45354, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 25211697; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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Property of Cook County Clerk's Office

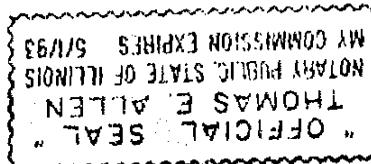
3003176

3005409

# UNOFFICIAL COPY

This instrument was prepared by Midwest Funding Corporation  
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

Commission Express



Given under my hand and official seal, this 11th day of September, 190  
Said instrument as free and voluntary act, for the uses and purposes therein set forth  
appeared before me this day in person, and acknowledged that he signed, sealed and delivered the  
personally known to me to be the same person whose name subscribed to the foregoing instrument  
He

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY

5

County of

90.4€006

BORROWER  
Date

BROWNSVILLE, TEXAS - BROWNSVILLE, TEXAS

**Borrower** **Date**

BOSTONWELL, CHARLES K.; STANIS  
Date

0651 '77 January

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed no later than 12 months after the date on which the mortgage is executed to a purchaser who has not been approved in accordance with the regulations of the Commissioner. If the property is not the principal residence of the mortgagor, "24 months" must be substituted for

All FHA Mortgages - Effective 12/01/86

#### FHA MORTGAGE ACCELERATION CLAUSE

CASE# 1311 596 7850 734

LOAN# 2967596

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SERIALS

**UNOFFICIAL COPY**

610 034

DATE: January 17, 1990

9

MORTGAGE

MOTGAGA

MURINE R. STARK

"As used herein, the term 'assessments', except where it refers to assessments and charges by the Association of Owners, shall mean [special assessments], by virtue of local governmental districts or other public taxing or assessing bodies."

"If this mortgage and note be insured under Section 234(c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this mortgage and note which are inconsistent with said Section of the National Housing Act or regulations made thereunder to conform thereto."

The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Assignment of Ownership (Master Deed of Encanting Declaration) recorded on \_\_\_\_\_.

The land records of the County of Cook \_\_\_\_\_, State of Illinois (date) \_\_\_\_\_

is incorporated in and made part of this mortgagee (deed of trust). Upon default under the Regulatory Agreement by the Association of Owners (grantor) and upon request by the Federal Housing Commission, the Mortgagor, at its option may declare this mortgagee (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable. .

" The Mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium.

UNIT NUMBER  
93054519

HOTTMAN ESTATES, ILLINOIS 60195

PROPERTY: 1820 SOSSICK WMA

• 2

MORTGAGEE: NADINE R. STARK

FHA LOAN NUMBER: 1311-596-1850 / 34

MEMBER NO. 2967596

## FHA CONDOMINIUM RIDER TO MORTGAGE

MIDWEST FUNDING CORPORATION  
MORTGAGE BANKERS

1020 31st Street, Suite 401 • Downers Grove, Illinois 60536 • (312) 822-3880

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**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.

[Check applicable box (✓)]

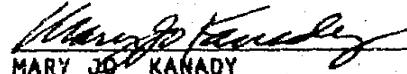
- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

  
MARY JO KANADY

(Seal)  
-Borrower

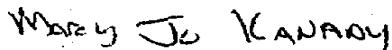
(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS,

I, THE UNDERSIGNED

, a Notary Public in and for said county and state do hereby certify that

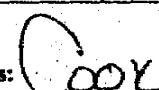
  
Mary Jo Kanady

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

13

day of

County as:   
Cook

Form 3014 9/90

My Commission Expires:

"OFFICIAL SEAL"

This Instrument was prepared by  
Notary Public, State of Illinois  
My Commission Expires 11/20/94  
-NR(IL) (S10)

Page 6 of 6

92654653

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WHEN RECORDED MAIL TO:  
COUNTRYWIDE FUNDING CORPORATION  
P.O. BOX 7024  
PASADENA, CALIFORNIA 91109-8974

CFC  
LOAN #: 7338329

ESCROW/CLOSING #: RZP917

PARCEL I.D. #: 04353030191023

Prepared by: A. KOSTOPOULOS  
648 E. GOLF RD.  
ARLINGTON HTS., IL. 60005-

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made the 13 day of January , 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

COUNTRYWIDE FUNDING CORPORATION, A NEW YORK CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:  
921 HARLEM AVENUE #23 GLENVIEW, IL 60025-

[Property Address]

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

{Name of Condominium Project}

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

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

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

**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 instalments 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.

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

Page 1 of 2

Form 3140 9/90

-5 (8108)

VMP MORTGAGE FORMS - (313)263-8100 - (800)521-7281

Initials: *MJK*

93054652

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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 unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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

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

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

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

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

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

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

MARY JO KANABY

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

[Space Below This Line Reserved for Acknowledgment]

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