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PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

LOAN # 4004108

JAN 11 1993

NOV 4 1992

92923147

93083132

92762486

DEPT-01 RECORDING

T61111 TRAN 1914 12/08/92 15:06:00
#4192 A *-92-923147
COOK COUNTY RECORDER

\$39.50

[Space Above This Line For Recording Data]

MORTGAGE

DEPT-01 RECORDING \$39.50
T64444 TRAN 8967 10/14/92 12:21:00
#3692 A *-92-762486
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 13th, 1992

The mortgagor is

STEVEN F. KOOB and
CHERYL R. KOOB, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
UPTOWN NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION

which is organized and existing under the laws of
THE UNITED STATES OF AMERICA
address is 4753 N. BROADWAY
CHICAGO, IL 60640
EIGHTY SIX THOUSAND FOUR HUNDRED & 00/100

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

Dollars (U.S. \$ 86,400.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

TAX ID #: 14-21-111-007-1614 VOLUME 485

COOK

County, Illinois:

SEE ATTACHED ADDENDUM "A"

93083132

TO BE RERECORDED FOR COMPLETION OF
NOTARY SECTION.

which has the address of 3550 N. LAKE SHORE DR # 2401
Illinois 60557 ("Property Address");

CHICAGO

(Street, City),

[Zip Code]

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

VMP-6R(IL) (9105) 4004108

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

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Form 3014 9/90
Amended 5/91

Initials CLK

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Part A(B)(1) copy

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of the obligations set forth above within 60 days of the giving of notice. Security instrument, Lender may give Borrower a notice terminating the lien, Borrower shall satisfy the lien or take one or more steps to terminate, if Lender determines that any part of the Property is subject to a lien which may affect the entire Security instrument, or (c) securites from the holder of the lien an agreement satisfactorily acceptable to Lender suspending the lien to the extent of the lien, or (d) of deeds against a party other than in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) contestants in good faith the lien by, or of debts against any party over the Security instrument unless Lender (a) agrees in writing to the payment of the Security instrument directly over the lien which has priority over the Security instrument unless Borrower makes any payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower makes any payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if debtpayers in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the which may obtain priority over this Security instrument and related payments of ground rents, if any, Borrower shall pay these which may obtain priority over this Security instrument, assessment charges, fines and impoundments attributable to the Property for, charges Lien, Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the Security instrument, or (b) charges due under the Note, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Termination of Payments. This applies where law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Lien on Funds held by Lender under this Security instrument. Lender shall provide a credit affidavit the sums secured by this property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by the held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, 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 sum secured by this

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 such excess held by Lender at any time is to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve days. The Funds are pledged as additional security for all sums secured by this Security instrument.

Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each debt to the Funds was incurred. Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was incurred from time to time, unless applicable law prohibits otherwise. Lender is made of applicable law that applies to the Funds, Borrower and requires interest to be paid, Lender shall not be required to pay Borrower any interest on earnings on the Funds. Borrower and Lender is connection with this loan, unless applicable law prohibits otherwise. Lender is made of applicable law requiring service used by however, Lender may require Borrower to pay a reasonable charge for an independent real estate tax reporting service.

The Escrow Lien, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, the Escrow Lien, Lender may not charge Borrower for holding the Funds, annually analyzing the escrow account, or verifying items, Lender is such an institution of a any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Lender, if Lender is such an institution of a any Federal agency, instrumentality, entity (including otherwise in accordance with applicable law).

The Funds shall be held in an instar on whose deposits are issued by a federal agency, instrumentality, or entity (including otherwise in accordance with applicable law).

Lender may hold Funds on the basis of current data and reasonable estimates of expenditures of future Escrow items or amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may amount from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortgage loan may require Lender to hold Funds in an amount not to exceed the lesser amount Lender sets a lesser amount may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender for a federally related provisions of section 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender to Lender, in accordance with the (e) yearly mortgage insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with the (g) flood insurance premiums, if of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if Lender is such an institution of a any Federal agency, instrumentality, or entity (including otherwise in accordance with applicable law).

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly leasehold payments and assessments which may occur during the year, (b) yearly leasehold payments and assessments which may occur during the year, unless Lender waives by Lender, Borrower shall pay to

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

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

4. Payment of Premium and Interest; Prepayment and Late Charges. Borrower shall promptly pay when the the

LINER FORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY AGREEMENT constitutes a uniform security instrument covering real property, variances by prescribing a uniform security instrument for non-undertan coverings.

BORROWER COVENANTS shall Borrower is lawfully seated of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unicumbered, 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.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security instrument, and all easements, appurtenances, 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 Lender.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance; less reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect, equivalent mortgage insurance coverage shall pay to Lender each month a sum equal to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender, if loan coverage subsequently equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance coverage established by Lender to be in effect, Borrower shall pay the premium required to maintain the insurance heaped by Lender unless or ceases to be in effect. If, for any reason, the instrument, Borrower shall pay die premium required to maintain the mortgage insurance in effect, less reserve 8. **Mortgage Insurance.** If Lender requires additional debt of mortgagor to make up the loan secured by this security instrument at the note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of does not have to do so.

any sums received by a person which has priority over this Security instrument, appearing in court, paying reasonable attorney fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender paying any sums necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender may do and pay proceeding in bankruptcy, probate, for condemnation or forfeiture of 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 proceeding in bankruptcy, probate, for condemnation or forfeiture of to enforce laws or regulations), then Lender may do and pay this Security instrument unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in that covenant with all the provisions of the lease, it Borrower acquires title due to the Property, the lessor and the lessee shall commence Borrower's occupancy of the Property as a principal resident. If this Security instrument is on a leasehold, Borrower any material information) in connection with the loan evidenced by the title, incidentally, but not limited to, representations loan application process, gave materially false or inaccurate information of securities to Lender (or failed to provide Lender with the loan given to Lender in the normal course of business, Borrows shall also be in default of the Property or Lender's good faith determination, regardless of the Borrower's interest in the Property or other material impairment of Lender's and Lender's rights, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling final, in otherwise negate the right of cancellation, whether civil or criminal, is begun that in said case a court judgment could result in any forfeiture of the Property to determine the Security are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property or proceed with the Property, or commit waste of the Property. Borrower shall be in default if any Lender or Lender's good faith judgment could result in any forfeiture of the Property or other material impairment of the Property, unless Lender otherwise reserves in writing, which consent shall not be unreasonably withheld, or unless date of occupancy, unless Lender shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, and uses the Property as his/her principal residence within sixty days after the execution of this Security instrument and shall give notice in writing, any application of proceeds to principal shall not extend or postpone prior to the acquisition. 6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.**

Property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security instrument immediately if the Property is acquired by Lender, Borrower's right to any insurance policies resulting from damage to the Property or to the date of the applicable payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 3, unless Lender and Borrower 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 within the given.

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

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

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

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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(es))

- 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 to any rider(s) executed by Borrower and recorded with it.

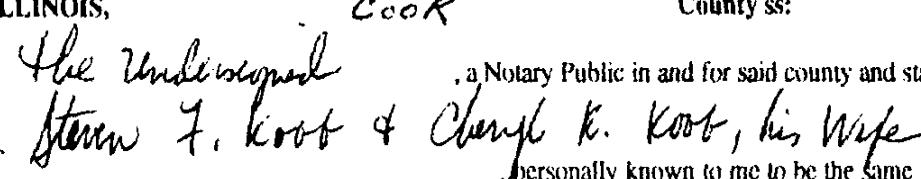
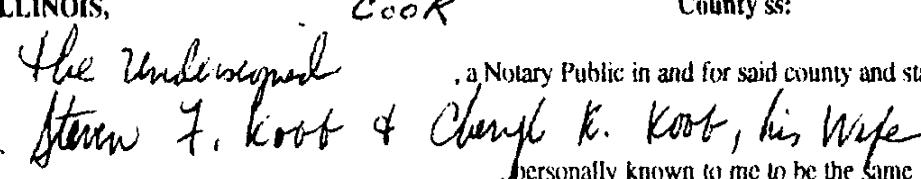
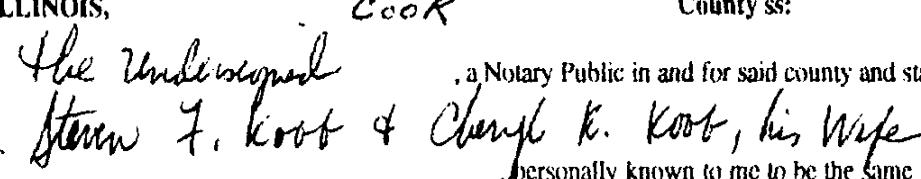
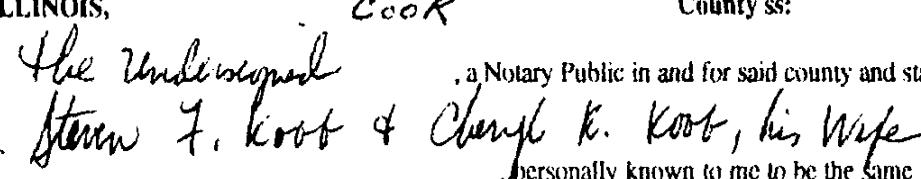
Witnesses:


STEVEN T. KOOB (Seal)
-Borrower


CHERYL K. KOOB (Seal)
-Borrower

(Seal)
-Borrower (Seal)
-Borrower

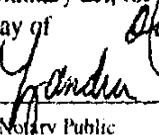
STATE OF ILLINOIS, COOK County ss:

I,  a Notary Public in and for said county and state do hereby certify that  personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  signed and delivered the said instrument as  their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

13

day of


ZANDRA J. MOORE "OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires Aug. 26, 1993

My Commission Expires: 8-26-95

This instrument was prepared by:

JENNIFER FORTNER

VMP-6R(IL) (8105) RECORD AND RETURN TO: Page 6 of 6
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

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

without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument held to, reasonable attorney fees and costs of title examiner.

shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, Lender 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, Lender Security Instrument without further demand and may require immediate payment in full of all sums secured by this date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this date of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured or before the Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceedings, the notice shall further inform by this Security Instrument, foreclose by judicial proceeding and sale of the sums secured that failure to cure the date specified in the notice may result in acceleration of the sums secured that failure to cure the date specified in the notice is given to Borrower, by which the default must be cured; and (d) applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) any demand or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless any acceleration or agreement in accordance with the note to Borrower prior to acceleration following Borrower's breach of

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of

NON-CONFORMING COVENANTS. Borrower and Lender further covenant and agree as follows:

to health, safety or environmental protection.

As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate Environmental Law and the following substances, gasesoline, kerosene, other flammable or toxic petroleum products, toxicpesticides and herbicides. Substances defined as toxic or hazardous substances by removal of other remediation of any Hazardous Substances affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower has actual knowledge, if Borrower learns, or is notified by any government authority or regulator that any Borrower agency or private party involves the Property and any Hazardous Substance of Environmental Law power pursuant to regulation of any investigation, claim, demand, lawsuit or other action by any and to maintenance of the Property.

Hazardous Substances of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses shall be removed from the property of any Environmental Law, if the proceeding two substances shall not apply to the presence, or storage on the property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any information required by applicable law.

Hazardous Substances of the new loan service and the address to which payments should be made. The notice will also contain any other changes of the loan service in accordance with paragraph 14 above and applicable law. The notice will state the name and given written notice of the loan service unrelated to a sale of the Note, if there is a change of the loan service. Borrower will be one of the "Team Service" (a collection monthly payments due under the Note and this Security Instrument. There also may be one or more instruments may be sold, in the more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Team Service" under paragraph 17).

19. Sale of Note or Waage of Loan Service. The Note or a partial interest in the Note (together with this Security instrument without further notice of demand or notice of acceleration).

hereby shall remain validly effective as it no acceleration had occurred. However, this Security Instrument shall not apply in the case of this instrument shall continue unchanged, if loan remittance by Borrower, this Security Instrument and the obligations secured Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument to reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assert that the holder of this instrument to any other covenants or agreements, (e) pays all expenses incurred in enforcing this Security Instrument, but sums which then would be due under this Security Instrument and the Note as it no acceleration had occurred; (b) enters into an application law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as Borrower's Right to Remand. If Borrower meets certain conditions, Borrower shall have the right to have by this Security Instrument without further notice of demand or notice of acceleration.

18. Borrower's Right to Remand. If Borrower fails to pay these sums within a period of time specified in this instrument, if the note is delivered or mailed within which Borrower must pay all sums secured by this Security instrument, Lender shall give Borrower notice of acceleration. The note shall provide a period of no less than 30 days from the date the note is delivered or mailed 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 instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument. If Lender exercises this option, Lender shall demand of 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.

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 instrument. If Lender exercises this option, Lender shall demand of 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.

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

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Form 3140 9/80

VMR MORTGAGE FORMS 1319290-8100 (800) 682-7291

VMR-B (910)

Page 1 of 2

MULTISTATE CONDOMINIUM RIDER - Single Family - Finite Maze/Freddie Mac UNIFORM INSTRUMENT

Borrower in connection with any condemnation or other taking of all or any part of the Property, whichever of the D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to coverage to Lender.

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.

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 after liability assigned and shall be paid to Lender for application to the sums secured by the Security instrument, with any excess paid to Borrower.

Borrower shall give Lender notice of any lapse in required hazard insurance coverage. Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(ii) Borrower's obligation under Limited Coverage is to maintain hazard insurance coverage on the one-twelfth of the yearly premiums for hazards Lender reasonably to Lender of

(i) Lender waives the provision in Limited Coverage 2 that the monthly payment to Lender of and hazards included within the term "extended coverage," then:

Borrower provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire carrier, a "master" or "blame" policy on the Condominium Project which is satisfactory to Lender and which and hazards included within the term "extended coverage," then:

Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Condominium Documents.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project, including further payment and agree as follows:

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

Borrower's interest creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other documents which creates the Condominium Project, are the (i) Declaration of any other Condominium Documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Condominium Documents.

[Name of Condominium Project]

3550 N. LAKE SHORE DR.

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

[Property Address]

3550 N. LAKE SHORE DR. # 2401 CHICAGO, ILLINOIS 60657

of the same date and covering the Property described in the Security instrument and located at (the "Lender")

UPTown NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION
Note to

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

THIS CONDOMINIUM RIDER is made this 13th day of OCTOBER 1992

CONDOMINIUM RIDER

4004108

UNOFFICIAL COPY

Borrower
(Seal)

Borrower
(Seal)

CHERRY L. KOOB
444 E. Lucas
(Seal)

GLEN E. KOOB
444 E. Lucas
(Seal)

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

E. Remember, if Borrower does not pay conditional dues and assessments when due, then Lender may pay interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender by the Security Instrument to Lender under this paragraph. If shall become additional debt of Borrower secured them. Any amount disbursed by Lender under this paragraph shall bear interest at the rate of Borrower's demand plus interest at the rate of 12% per annum.

III. Waiver of the Owners Association unacceptable to Lender.

(i) any action which would have the effect of rendering the public liability insurance coverage

Association or termination of professional management and assumption of self-management of the Owners

benefit of Lender.

(ii) any amendment to any provision of the Conditional Note if the provision is for the express

by condemnation or eminent domain;

(iii) the abandonment or termination of the Conditional Note, except for abandonment or

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

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

provided in Uniform Covenant 10.

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as

and/or of the common elements, or for any conveyance in lieu of condominium, are hereby assigned and shall be

ADDENDUM "A"
LOAN # 4004198
STEVEN F. KOOB
CHERYL R. KOOB

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LEGAL DESCRIPTION

UNIT NUMBER 2401 IN 3550 LAKESHORE DRIVE CONDOMINIUM, AS DELINEATED ON SURVEY OF LOT 1 IN BLOCK 1 IN BAIRD AND WARNER'S SUBDIVISION OF BLOCK 12 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, 33 TO 37, INCLUSIVE, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH VACATED ALLEY IN SAID BLOCK, AND THE TRACT OF LAND LYING EASTERLY OF AND ADJOINING SAID BLOCK 12, AND WESTERLY OF THE WESTERLY LINE OF NORTH SHORE DRIVE (EXCEPT STREET PREVIOUSLY DEDICATED), IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS "PARCEL"); WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1974 AND KNOWN AS TRUST NUMBER 32679, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24132761, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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