WHEN RECORDED MAIL TO: CHUNTRYWIDE FUNDING CORPORATION

P.O. BOX 7024 PASADENA, CALIFORNIA 91109-8974

CFC

LOAN #:

ESCHOW/CLOSING #: C00279

93213361

Prepared by: J.

SPACE ABOVE FOR RECORDERS USE

MORTGAGE

THIS MORTGAGE ("Security instrument") is given on March 19, 1993 DIANE L. BIRD SPINSTER

. The mortgagor is

("Borrower"). This Security Instrument is given to COUNTRYWIDE FUNDING CORPURATION

which is organized and existing under the laws of NEW YORK address is 155 NORTH LAKE AVENUE PASADENA, CA 91109 , and whose

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

SIXTY ONE THOUSAND FIVE HUNDRED and UU/100

Doliars (U.S. \$ 61500.00

This debt is evidenced by Borrower's note dated the same (ate as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payrole on April 1, 2008 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 cover an's 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: COOK

UNIT 105 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 1 IN CAGO DEVELOPMENT, 95TH STREET AND NOTTINGHAM AVENUE SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6. TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MEPIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION MADE BY THE FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UNDER TRUST NUMBER 2577 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22,788,882 AS AMENDED BY DOCUMENT 23,195,445 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION IN GOOK COUNTY. ILLINOIS.

P.I.N. #24-06-301-045-1005 which has the address of 7100 W. 95TH STREET #105, OAK LAWN ("Property Address");

(Street, City),

[Zip Code]

ILLINOIS - Single Family · Fannie Mae/Freddie Mac UNIFORM INSTRUMENT -6A(IL) (9209)

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Property of Cook County Clark's Office

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

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

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

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

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

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

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

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

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

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

third, to interest due; fourth, to principal due, and last, to any late charges due under the

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

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

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

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 requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

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

Unless Lender Etc. Porrower 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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

orior to the acquisition.

6. Occupancy, Preservation Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are projected Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by cousing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate inframation or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evide ced by the Note, including, but not limited to, representations concerning Burrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires ree title to the Property, the leasehold and the fee title shall not merge 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 this Security Instrument, or there is a legal proceeding that may significantly effect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument appearing in court, paying reasonable automory's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender

does not have to do so.

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 be interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the oan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in et. (1), for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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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 shall be 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 at and oned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dr. mages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and poply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

by this Security Instrument, wherea or not then due.

Unless Lender and Borrower of a vise 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; Forhearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by eason 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 Severed 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 so ject 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 smount 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 direc'el 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; Severablity. 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 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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Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this

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 falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstauement 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 name than 17

acceleration under pare 1 sph 17.

19. Sale of Note, Counge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold the or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") and 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 Service and the address to which payments should be made. The notice will also contain any other

20. Hazardous Substances. For over shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses

and to maintenance of the Property.

Borrower shall promptly give Lender water notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private par y involving the Property and any Hazardous Substance or Environmental Law governmental or regulatory authority, that any of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Subrau ce 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: gasoling, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing pobestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws an i laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrowe, prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default, (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice mry result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the fire losure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the flevalt is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in ruli of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument ty 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 of Security Instrument.

Borrower shall pay any preparation and recordation costs permitted under state law.

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

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Form 300 9/96







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24. Riders to this Security Instrument. Security Instrument, the covenants and agree the covenants and agreements of this Security (Check applicable box(es)). Adjustable Rate Kuler(s) Graduated Payment Inder Balloon Rider V.A. Rider	If one or more riders are executed by I ments of each such rider shall be incorpor Instrument as if the rider(s) were a part of X Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]	ated into and shall amend and supplement
BY SIGNING BELOW, Bostower accept	s and screes to the terms and covenants co	ntained in this Security Instrument and in
any rider(s) executed by Borrower and recorde	nd váth i	
Witnesses:		L. Berd (Scal)
	1/cane	Scal)
Grand Milela	DIANE L. BIRD	-Borrower
govern Court		
		(Scal)
		-Dorrower
		(Caul)
	(Scal)	(Scal) -Berrower
		-1/2/(040)
STATE OF ILLINOIS,	Cere Count	SS:
1. The underagned	, a Notary Public in and for s	d county and state do hereby certify mut
Oil of Si		1/2,
Commenter).		to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appear		
signed and delivered the said instrument as		es and purpe ses therein set forth.
Given under my hand and official Scal, this	day of Jak	1995
"OFFICIAL SEAL"	Barry	acres
MyCommissionDEEpidesVALELA NOTARY PUBLIC, STATE OF ILLINOIS	Notary Public	
MY COMMISSION EXPIRES 8/20/95		0
This insumment was prepared by:		_
-6R(IL) (8204) CFC (8/92)	Page 6 of 6	Form 3014 9/90







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FUNCTING CORPORATION P.O SOX 7024 PASADENA, C. ILII ORNIA 91109-8974

CFC LOAN#: 7645166

ESCROW/CLOSING #: COU279

PARCEL I.D. #: 24-06-301-045-1005

Prepared by: J. 147TH STREET ORLAND PARK, IL. 60462

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made ut a 19 day of March 1993 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

"Lender")

of the same date and covering the Property described in the Security Instrument and located at: 7100 W. 95TH STREET #105 OAK LAWN, IL 60453-

[Property Address]

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

LEXINGTON MANOR

[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 shale holders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Patrower'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. Conduminium Obligations. Borrower shall perform all of Borrower's obligations under an Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other coc iment which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent a cuments. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the

Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to

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

Form 3140 9/90

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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 abandenment or termination of the Condominium Project, except for abandenment 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) 'ermination 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 Yor ower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbased 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 disbase ment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment

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

(Scal)	DIANE L. BIRD
- ISOITOWOT	THE C. BIND
(Seal)	
- Borrower	
(Scal)	
- Borrower	
(Seal) - Borrower	
	Space Below This Line Reserved for Acknowledgment

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