

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

RECORD AND RETURN TO:

APR -8 PM 1:24

93259441

PRIME MORTGAGE ASSOCIATES, INC.  
464 CENTRAL AVENUE-SUITE 3  
NORTHFIELD, ILLINOIS 60093-3017

(Space Above This Line For Recording Data)

**MORTGAGE**

THE TERMS OF THIS LOAN 4039954  
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE (Security Instrument) is given on MARCH 30, 1993  
GARY S. COHEN  
AND SARAH M. COHEN, HUSBAND AND WIFE

The mortgage is

(Priority) The Security Instrument is given to  
PRIME MORTGAGE ASSOCIATES, INC.

which is located and existing under the laws of THE STATE OF ILLINOIS  
Address: 464 CENTRAL AVENUE-SUITE 3  
NORTHFIELD, ILLINOIS 60093-3017  
ONE HUNDRED FIFTY FOUR THOUSAND  
AND 00/100

Dollars (U.S. \$ 154,000.00 )

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 APR 1, 2000

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  
perfect the security on 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 COOK County, Illinois:

UNIT NUMBER 14, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED  
PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-33-114-046-1014

which has the address of 431 GRANT PLACE-UNIT A, CHICAGO  
Illinois 60614 Zip Code ("Property Address"):

Street, City

1972

37

93259441

Handwritten signature

# UNOFFICIAL COPY

Form 5018 (9/90)  
05/1980

more of the actions set forth above within 10 days of the giving of notice.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If Borrower makes these payments through a third party, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay them in that manner. Borrower shall pay them directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If the person owes payment, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. (Taxes; Taxes; Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may remain priority over this Security Instrument, and Leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If the person owes payment, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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

7. Funds Held by Lender. If the funds are held by Lender for the account of Borrower, Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower. Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower. Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower.

8. Funds Held by Lender. If the funds are held by Lender for the account of Borrower, Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower. Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower.

9. Funds Held by Lender. If the funds are held by Lender for the account of Borrower, Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower. Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower.

10. Funds Held by Lender. If the funds are held by Lender for the account of Borrower, Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower. Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower.

11. Funds Held by Lender. If the funds are held by Lender for the account of Borrower, Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower. Lender shall promptly refund to Borrower any amount of funds held by Lender that is not required for the account of Borrower.

12. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the date monthly payments are due under the Note until the Note is paid in full, a sum of (Funds) for (a) yearly taxes and assessments which may remain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may remain priority over this Security Instrument as a lien on the Property; (c) yearly ground rent payments and assessments which may remain priority over this Security Instrument as a lien on the Property; and (d) any other payments or assessments which may remain priority over this Security Instrument as a lien on the Property.

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

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

5-3225-244

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 flood 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.

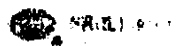
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's 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 prior 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 beyond 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 15, by causing 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 information or statements to Lender (or failed to provide Lender with any material information) in connection with this loan evidenced by the Note, including, but not limited to, representation concerning Borrower'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 requires fee title to the Property, the leasehold and 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 affect 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 rights 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 attorney'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 amount 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 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 loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, 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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Form 3024 8/30 2002

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

15. **Governing Law; Severability.** This Security Instrument shall be deemed to have been given to Borrower or Lender when provided in this paragraph. Lender's address stated herein or any other address designated by notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail unless applicable law requires use of a different method. The notice shall be directed to the Property Address if by first class mail unless applicable law requires use of a different method. The notice shall be given by mailing it or by mailing it by first class mail unless applicable law requires use of a different method. Any notice to Borrower shall be given by mailing it or by mailing it by first class mail unless applicable law requires use of a different method. The notice shall be directed to the Property Address if by first class mail unless applicable law requires use of a different method. Any notice to Borrower shall be given by mailing it or by mailing it by first class mail unless applicable law requires use of a different method. The notice shall be directed to the Property Address if by first class mail unless applicable law requires use of a different method.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by mailing it by first class mail unless applicable law requires use of a different method. The notice shall be directed to the Property Address if by first class mail unless applicable law requires use of a different method. Any notice to Borrower shall be given by mailing it or by mailing it by first class mail unless applicable law requires use of a different method. The notice shall be directed to the Property Address if by first class mail unless applicable law requires use of a different method.

13. **Loan Charges.** If no 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 the permitted limits will be returned to Borrower. Lender may choose to make a direct payment to Borrower if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower.

12. **Covenants and Assurances: Joint and Several Liability; Co-signers.** The covenants and warranties of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument does not release the Borrower from the obligations of this Security Instrument. This Security Instrument shall be a secured obligation of the Borrower and any other person who agrees to extend, modify, forbear or

11. **Borrower Not Released; Partial Payment by Lender.** A partial payment of the amount of principal or modification of amortization of the debt 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 assigns. The liability of the original Borrower or Borrower's assigns shall not be released or otherwise modified until the entire principal and interest secured by this Security Instrument is paid in full. Any partial payment of principal or interest shall not be a waiver of or preclude the

10. **Insurance.** Borrower shall obtain and maintain fire and theft insurance on the Property and shall name Lender as the beneficiary of the proceeds of such insurance. If the Property is damaged by fire or other cause, the proceeds of the insurance shall be applied to the amount of the principal and interest secured by this Security Instrument. If the proceeds of the insurance are less than the amount of the principal and interest secured by this Security Instrument, the proceeds shall be applied to the amount of the principal and interest secured by this Security Instrument. If the proceeds of the insurance are more than the amount of the principal and interest secured by this Security Instrument, the proceeds shall be applied to the amount of the principal and interest secured by this Security Instrument.

9. **Insurance.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give the premium 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. That Lender requires provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium 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.

8. **Insurance.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give the premium 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. That Lender requires provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium 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.

7. **Insurance.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give the premium 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. That Lender requires provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium 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.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument or the 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 reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer incidental to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns or is notified by any governmental or regulatory authority that any cleanup or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with no charge to Borrower. Borrower shall pay any recordation costs.

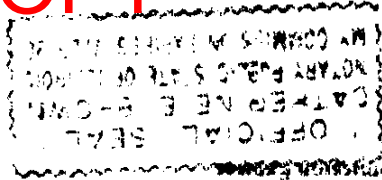
23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Page 1 of 3



Mr. Commissioner Brown,  
 Given under my hand and official seal, this 11th day of March, 1998  
 the day in person and acknowledged that THEY  
 personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before  
 me this day in person and acknowledged the said instrument as THEIR

STATE OF ILLINOIS, COOK County ss:  
 I, The Notary  
 a Notary Public in and for said County and state do hereby certify that  
GARY S. COHEN AND SARAH M. COHEN HIS AND HIS WIFE

Witness  
 Borrower GARY S. COHEN  
 (Seal)  
 Borrower  
 (Seal)  
 Witness  
 Borrower SARAH M. COHEN  
 (Seal)  
 Borrower  
 (Seal)

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

- Adjustable Rate Rider
- Graduated Payment Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1 - A Family Rider
- Bimonthly Payment Rider
- Second Home Rider
- Other(s) (specify)

24. Riders to this Security Instrument, if two or more riders are executed by Borrower and recorded together with this Security Instrument the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.  
 (Check applicable boxes)

401998

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

UNIT - LEGAL DESCRIPTION

UNIT NUMBER 14, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCELS): UNITS 16 TO 48, INCLUSIVE, IN HUSTED'S SUBDIVISION OF THE SOUTH PART OF BLOCK 14 IN CANAL TRUSTEES SUBDIVISION IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 30, 1970 AND KNOWN AS TRUST NUMBER 30402 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 21563923; TOGETHER WITH AN UNDIVIDED 2.0577 PERCENT 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.

14-53-114-046-1014

Property of Cook County Clerk's Office

93259441

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Property of Cook County Clerk's Office

11/11/11



THIS BALLOON RIDER is made this 30TH day of MARCH, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to PRIME MORTGAGE ASSOCIATES, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at 411 GRANT PLACE UNIT A CHICAGO, ILLINOIS 60614

(This Rider is blank)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender (as that covenant and agrees as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date") I will be able to obtain a new loan ("New Note") with a new Maturity Date of MAY 1, 2023 and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"); if those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 3 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%) provided to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above) over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 15 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a safe time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge and reasonable fees and the costs associated with exercising the refinancing option.

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

GARY S. COHEN (Seal) Borrower

SARAH M. COHEN (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30TH day of MARCH 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 PRIME MORTGAGE ASSOCIATES, INC.

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

431 GRANT PLACE UNIT A, CHICAGO, ILLINOIS 60614

(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 in 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 will be provided in Uniform Covenant 3 for the monthly payment to Lender of the yearly premium payments 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 determination of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument with any excess paid to Borrower.

**C. PUBLIC LIABILITY INSURANCE.** Borrower shall take such action 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.

(Seal)

Borrower

GARY S. COHEN

(Seal)

Borrower

(Seal)

Borrower

SARAH M. COHEN

(Seal)

Borrower

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