PREPARED BY: RICK BLOSS

# UNOFFICIAL COPY 3 2 3 2 3

WILMETTE, IL

RECORD AND RETURN TO:

WINDSOR MORTGAGE INC. 3201 OLD GLENVIEW ROAD WILMETTE, ILLINOIS 60091

्रा १५ पूर्व । जाता विद्यार्थकार वस्त्री । वस् ing programme (Common Astronomic of the A

115.8 10.6%

|Space Above This Line For Recording Data! -

### MORTGAGE

2005-33959

THIS MORTGAGE ("Security Instrument") is given on APRIL 28, 1993 DOUGLAS M. PETERSON AND DEBRA L. PETERSON, JUSBAND AND WIFE

The mortgagor is

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

DEPT-DI RECORDING T#2272 TRAN 9216-05/09/99 10129:00

and the same of the state of Live in Grown Europe Agents

COOK COUNTY PECCROER HOLD BY

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

THE STATE OF ILLINOIS which is organized and existing under the laws of

address is 3201 OLD GLENVIEW ROAD WILMETTE, ILLINOIS 60091

WINDSOR MORTGAGE INC.

EIGHTY SIX THOUSAND AND 00/100

Dollars (U.S. \$

86,000.00 ),

This debt is evidenced by Borrower's note dated the same date as this Sucretty Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAN 1, 2013

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 con ey to Lender the following County, Illinois: described property located in COOK

UNIT NUMBER 1 IN ARTHUR COURTS CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER BEFERRED TO

SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

234 week spring bakero

12-25-404-038-1001

which has the address of 2742 NORTH 73RD COURT-UNIT 1, ELMWOOD PARK 60635 ("Property Address"); Illinois

ATOR THE STATE

्यत्। स्त् त्यालक्ष्यकः स्त्रिकक्ष्यास्त्रिकः

NOT 2 - 33 3 3 3 3 4

似网络 医环状碘性红斑 电电流分离 化二烷

4 20 2 00Ga



Borrower shall promptly discharge may lies which has priority over this Security Instrument unitess Borrower: (a) agrees in writing to the payment of the obligation secured by the lies is a manner acceptable to Lender; (b) contests in good faith the lies for defends against obtaining the lies in loss in the Lender appending the lies to defends although the formal satisfactory to Lender subordinating the lies to discussion of the biogen of the property is subject to a lies which may attain priority over this Security Instrument. It Lender are give Borrower as a tice identifying the lies. Borrower shall satisfy the lies on or take one or this Security Instrument. Lender are give Borrower as a tice identifying the lies. Borrower shall satisfy the lies on or man of the giving of solice.

which may eithin priority over this Security Instrument, and lessabold payments or ground rents, if any. Borrower shall pay them on time directly these obligations in the meaner provided in paragraph? Self not the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Remover that promptly furnish to Lender receipts ovidencing the payments.

third, to interest due; fourth, to principal due; and leat, to key lete charges, these and impositions attichate to the Property of Charges; Lieux, Borrower shall pay all taxes, assessments, charges, fines and impositions attichate to the Property which carly attail pay and leaves and leaveship pay attail pay. Borrower shall pay

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under paragraphs 2; and 2 shall be applied: first, to any propayment charges due under the Péois; accord, to amount payable under paragraph 2; and 2 shall be applied: first, to any propayment charges due under the Péois; accord, to amount payable under paragraph 2;

this Security Instruments. Unless applicable law provides otherwise, all paymonts received by Leader under paragraphs

Upon payment in full of all aums nectived by this Security Instrument, tender shall promptly refund to Borrower any funder, it, moder, prior to the acquisition or sale for the Property, shall apply any Funds hald by Londor at the time of acquisition or sale to a credit against the sums secured by

twelve monthly payments, at Lender's sole discretion.

for the excess Punds in accordance with the requirements of application law. If the amount of the Funds hold by Lender et any to Lender in writing, and, in such case Borrower in writing, and, in such case Borrower in writing, and in such case Borrower in and Lender the amount in monetary in no more than

Escrow Items. Lender may not charge not report for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items. Lender may require Borrower interest on the Funds and applicable law permits Lender to make such estates an extendent real estate tax reporting service used by Lender in contacting with this loss, where a spring lender is post, Lender in contacting with this loss, where a spring lender is post, Lender in the Punds as agreement is made or supplicable law requires interest or estaings on the Funds. Borrower and Lender they agree in virtual, Lender and Lender an

Escrow Items or otherwise in a confence with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or eatity (including Lender, if Lender is such at a situation) or in any Federal Home Lender shall apply the Funds to pay the

Lead on the day monthly payments are due under the Note, until the Note is paid in full & their ("Nethebr") For: (a) yearly taxes and securements which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments on the Property; (c) yearly leasehold payments if any; (c) yearly mortgage insurance premiums; (d) yearly flood insurance premiums; (e) yearly flood insurance premiums; (e) yearly flood insurance premiums; (e) yearly flood insurance premiums; (f) sny sums payable by Borrower to Leader, in accordance with Leader may, (e) yearly mortgage insurance premiums; (f) yearly flood insurance with Leader may, (e) yearly flood insurance premiums; (f) yearly flood insurance with in any mortgage insurance with accordance with its amount is leader for a fooderable testing for a food flood flood

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

L. Funda for Taxes and Insurance, Subject to applicable law or to a written waiver by Landow the Note.

I. Payment of Principal and Intervent, Propagment and Late Charges. Borrower shall promptly pay when due the

Vertations by jurisdiction to constitute a sufficient security instrument covering real property.

THIS SECURITY INSTRUMENT combines white the constitution coverents for national use and non-uniform coverents with limited

BORROWER COVENATO and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

TOCETHER WITH all the improvements now or hereafter erected on the property, and all executeds, appurenances, and lixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security intransmit. All of the foregoing is referred to in this Security Instrument as the "Property."

69699-9007

\* CSCSCC

25234

payments may no longer be required, at the option of busiler, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes qualable and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve; until desequirement 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 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 is less than the amount of the sums secured 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 are used 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 in ferred 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 Securic 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 release to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by realon 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 nace sary 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 appearable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

-6R(IL) #1011

Acres 4 gas April 1985 Av

Page 4 of 6

a mandraga a beneather secretar in the a mail or transcotten huseith computables

3200 3100

be in effect, Lender will accept, the and retain these payments as a loss reserve in lieu of mortuage insurance of a loss reserve in lieu of mortuage insurance of a loss reserve in lieu of mortuage insurance of a loss reserve in lieu of mortuage insurance of a loss reserve in lieu of mortuage insurance of a loss reserve. One-twolfill of the yearly mexically mexically included by Borrower when the insurance of the country and included the insurance of the insura substantially equivalent stores of the substance of the s one of the beyonding the month of the land orders and the state of the sta mortgage institutiones coverage required by Londer lapses of coasts are strongly as a strongly of benings of coasts are strongly in placed. Borrower shall gay like premium required to be in effect, Borrower shall gay like premium required to be in contract as a strongly of premium required to be in the premium of the pr

Instrument, Borrower shall pay the premiums required to maintain the mornage in effect. It for any towning the mornage in effect, it for any towning the mornage in effect, it for any towning the mornage in effect. It for any towning the mornage in effect, it is the mornage of the intermed to be in effect. It is the morning the mornage of the morning that it is the morning to the 8. Mortgage Insurance. If Londer required mortgage insurance as a condition of making the loan secured by this Security. date of disbursement as the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requirement as the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requirement. Security listrament. Unides Borrows from Jennes 1990 to odder lerms of payment, these smoothers from the same and shall be the same train from the same trains the same and the same and shall be secured to the same trains of the same trains to the same trains t Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by this

resonable attorneys' fees and enfering on the Property to make repairs. Although Lender may take action under this paragraph. include paying any music secured by a lient which has priority over this Security instrument, appearing in court and an animal and animal anim were the value of proceeding in benkriptory, probable, for condemnation or forbilities or to enforce laws or regulations), then Let G. may do and this Security Instructions on the second of Appending of Lender's Right in the Proposity of Borrows to the proposity of the Covenant of th

lessebold, Bottower shall comply with all the provisions of the lesser, if Bottower scripting concentring auritance I states and the provisions of the lesser, if Bottower scribts in the property of the provision of the lesser, in writing some times I states assessed to the mercent in writing. to representations concerning Borrower's occupancy of the Proporty as a principal residence of this Society Institutions and in the manufacture of the lease of the proportion of the lease guilita ni regrem odi o) scorga robool molini egion lon llada olili esi adi bra biorbasol being 100 individual of the solution of the so Impolition of the liest created by this Security Instituted of Leader's Borrower and also be in default if the created of the default in the created of the created of the default in the created of the active a terre accountant of the land of the state of the Calle such a default and reinstally as provided in paragraph 18, by cause, the action of proceeding to be dismissed with a filling that the faction of proceeding to be dismissed with a filling that the faction of the first and the filling that the faction of the first and the faction of the first and the filling that the faction of the first and the filling that the faction of the first and the filling that the faction of the filling that the faction of the filling that the filling that the faction of the filling that the filli Property of otherwise materially impair the liest created by this seconds of Lender's Security interest. Borrower or any analysis of otherwise materials in the liest created by this seconds of Lender's Security interest. Borrower or any otherwise and oth action of proceeding, whether civil of criminal, is begin that a land such to make the process of the process o and the property of the proper exiculating circumstances exist which are 5eyone at many party is control, Borrower shall not dearly, damage of impair the control along the circumstance of impair the control and the circumstances of impair the circumstances of impair the circumstances of impair the circumstances of the circumstances the date of occupancy, inclose Lender orderwise and transfer and interest of present or transfer of occupancy, inclosed orderwise and interest of transfer orderwise and transfer orderwise and transfer orderwise and transfer orderwise and damagness and damagness and damagness and damagness that the transfer orderwise that the transfer orderwise the state of the transfer orderwise and damagness and damagness that the transfer orderwise the state of the transfer orderwise orderwise orderwise orderwise the state of the transfer orderwise the Sociality of the series of the physical and the physical and the series of the part that the series of the part that the series of the physical and the series of the Rottower shall occupy, establish, and the property as Borrower's principal residence within sixty days after incomment of the same and 6. Occupancy, Pressivation, Asin ensure and Protection of the Property; Borrower's Loan Application; Leastholds,

define to the Property prior to the security of the security prior to increase a right to the exical party prior to the sums secured by this Security institution and increases are accounted by this Security institution. to the personal of the property is sequenced by Leader Borrower's right to any insulative and processes of the processes and the processes and processes are processes and processes and processes and processes and processes are processes and processes and processes are processes and processes and processes are processed the date of the mountainess to the payments are several to the several included the solution of the s secured by this Security Instrument, why there or not then due, The 30-day period will begin when the notice is given. ment of the state of the state

Property of does not any hitting 30 days a notice from Leader that the insurance and to active the analysis and to active the insurance and the insurance and the insurance of the insurance security fulliments of the Security fulliment, which and the will all better processes and to be security fulliments of the security of the security fulliments of the security fulliments of the security of the securit mind is not accomplessly featible of Leader's security would be leaded, the insurance shall be splitted to the insurance of t Property demanded, if the residual to repair is economically feasible and Lender's security is not resemble to repair or use marriage in marriage in marriage in the residual of the residual or repair or use marriage in the residual or Unices Londor and Borrows of the State in writing and the spinite of the state of the st

pold propositions and removal hosicost. In the event of loss, Borrower shall give prompt near the received of loss, Borrower shall give prompt near the received of loss, Borrower shall give prompt notice to the institute and Lendor. the description of the policies and removal in the second of the second

All instructions and reservate shall be accorded to Londor and abali include a standard morigage clause. Londor and abali include a standard morigage clause, Londor and abali include a standard morigage clause. Londor and abali include a standard morigage clause. Londor and abalia include a standard morigage clause. Which shell and be immented withhold. If horrows have to menter to many to the transfer of the immenter of the option, obtain coverage to protect Leader's rights in the Property in accordance with paragraph? that Londer requires. The insurance cerries providing the insurance shall be chosen by Borrower subject to Londer's epitroval And the which Leader requires its insurance whall be maintained in the amounts and for the periods

**FF C A C O P 2005-33959** 

17. Transfer of the Property or a identificial 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 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 bave 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 finited 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 here's 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 unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The 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 invertigation, 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 removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances define as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum produc

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 they non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on the before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

The state of the state of

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

93325234

DPE 1883

**400** 100 11

Jenethymetrik vilused sitt to trag a erew labebit erit ti za inameritari vilused girt to abusempaya ben almanyere etti framelogue ben with this Security instrument, the sevenents and spresments of each rider shall be incorporated into and shall amond Se Bicers to this Security instrument. It one or more riders are executed by derrand this facorded together

7801 <b>\$4</b> 0			S to S ago!		ון לואסופ ל	A O CHAHOIM SALAE O AL SALAE O AL SALAE O BEATE OLORENMOO EXPESS
	1543	1772	immi -	ر		A MARINE 100 /
HEIE Detore	a ,friemusteri gnlog T sa friemusteri k	esot anti at bad blae anti basaville	algned and de Altol tea	aboses (pinen (P <sup>O</sup> ) LHEA	begbalwonses ig bna sasu arti	ot am of invent yllanesed bus messed in yeb eith am the third yes yeshinlov bus sett ins bush ym tebnu nevit)
	AND WIFE	HUSBAND	PETERSON,	DEBRA L.	tally what	DONGERAS M. PETER
bies to! bee ni s	ilidus gratofi a ,				MARAMA	man att 1
	6	Comuth es:	• :		COOK	STATE OF ILLINOIS,
	%			* 1	· .	
		1				
		Ox				
			0/		•	Section 1
18WD110E						
(1448)				)		·
				42	:	
IOWO710E				7//		
(lang)			·			
				. (	/_	
				i÷ . '	(0)	
Newo110B		PETERSON	DEBRA L.	•	T'6	startiW
(1408)	COON.	27 8	. orgon		0.	
		<i>(/ /</i>	J			Vsc.
iewi0110 <b>8</b>	NO	. Peters	DONGTYB			witness
(Pos	-24 X	J. W co	X may	Carried Contract	STORY	MINGPALL
	$U^{\epsilon}$	J "V		;	+7.1	W/有り \ \ \
						d between this bir you if
bns Inemustani y	diwae2 sidt ni beni	ejnos ajnenevo:	bus senset edit o	i terana bes si	MASSE 16W0110	E 'MA SIGNANG BETOM' B
nebiA fo	emysq ylaeswiß emysq ylaeswiß iR emoH bnose2	!	it Development Ri yement Rider			Adjustable Rate to the state of
	_	<del>-</del>		in a facilitie	•	(Cheek applicable box(mi)

UNOFFICIAL COPY

### UNOFICER COLARISMOPY

. 32323

UNIT NUMBER 1 IN ARTHUR COURTS CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"):

LOTS 3 AND 4 IN BLOCK 7 IN SCHUMACHER AND GNAEDINGER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF GRAND AVENUE (EXCEPTING 2 ACRES THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 25, THENCE WEST 20 RODS; THENCE SOUTH Dropperity of Cook County Clerk's Office 16 RODS; THENCE EAST 20 RODS THENCE NORTH 16 RODS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

12-25-404-038-1001

93325234

DP/OF

DPS 048

# **UNOFFICIAL COPY**

Property of Cook County Clark's Office

essesse e

# UNOFFICIAL COPY

#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 28TH day of APRIL

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

WINDSOR MORTGAGE INC.

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

2742 NORTH 73RD COURT, ELMWOOD PARK, ILLINOIS 60635

(Property Address)

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

ARTHUR COURTS CONDOMINIUM

(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 shareholder, 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, Berrover and Lender further covenant and agree as follows:

A CONDOMINUM 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 INSURANC(: 1)e 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 naterial insurance on the Property; and

(ii) Borrower's obligation under difform 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 in surance 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 Lerder for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount 2.

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 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 Utiliorm Covenant 10.

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Londer and with Lender's

prior written consent, either partition or subdivide the Property or consent lo:

(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.

(Seeil	Daylos M. Puterson	(See)
Berrower	DOUGLAS M. PETERSON	Serrower
(Seel)	DEBRA L. PETERSON	(Seel)

## **UNOFFICIAL COPY**

### 

A Section of Manager and Control of Contr

the control to be those a video to with the

Property of County Clerk's Office