

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

Berkshire Mortgage Corporation
901 North Elm
Minsdale, IL 605



93332466

LOAN NO. 2529670

[Space Above This Line For Recording Data]

STATE OF ILLINOIS

FHA MORTGAGE

FHA CASE NO. 131:7076545-734

SECRET
4/11/93
2/20/93

This Mortgage ("Security Instrument") is given on April 24, 1993. The Mortgagor is Yan Svidovsky and Natalya Svidovskaya, A.K.A. Natalya Svidovsky, his wife

whose address is 602 Weidner Road Unit 24 D1, Buffalo Grove, IL 60089 ("Borrower"). This Security Instrument is given to Berkshire Mortgage Corporation which is organized and existing under the laws of Illinois, and whose address is 901 North Elm, Minsdale, IL 60521 ("Lender"). Borrower owes Lender the principal sum of Ninety Three thousand eight Hundred Fifty Dollars and no/100

Dollars (U.S. \$ 93,850.00). 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 May 1, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

UNIT 24-D1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN MANOR HOMES OF CHATHAM CONDOMINIUM III AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 20996341, AS AMENDED, IN THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P. I. N. 03-05-303-018-1033

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DEPT. 01 RECORDING 279.50
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08927 0 11-12-1993-050502-4664
COOK COUNTY RECORDER

which has the address of 602 Weidner Road Unit 24 D1 Buffalo Grove, Illinois 60089 ("Property Address"); (Street) (City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seized 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.

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

17. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. **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.

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

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Graduated Payment Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Other [Specify] Adjustable Rate Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

YAN SVIDOVSKY (Seal)
 Yan Svidovsky Borrower
Natalya Svidovskaya (Seal)
 Natalya Svidovskaya Borrower
Natalya Svidovskaya (Seal)
 A.K.A. Natalya Svidovskaya Borrower
 _____ (Seal)
 _____ Borrower

STATE OF ILLINOIS, COOK

County is:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Yan Svidovsky and Natalya Svidovskaya, A.K.A. Natalya Svidovskaya, his wife

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

Given under my hand and official seal, this 24th day of APRIL, 1993

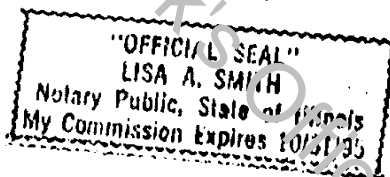
My Commission expires:

Lisa A. Smith
 Notary Public

This instrument was prepared by:

Jill Cameli
 (Name)

 (Address)



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24 APR 1993

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LOAN NO. 2520670

FHA CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24th day of April, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Berkshire Mortgage Corporation, A corporation

("Lender") of the same date and covering the property described in the Security Instrument and located at:
662 Weldner Road Unit 24 01, Buffalo Grove, IL 60089
(Property Address)

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: Manor Homes of Chatham Condominium III

(Name of Condominium Project)

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

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument 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 and of any loss occurring from a hazard. 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 condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph C 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.

Natalya Svidovskiy
A.K.A. Natalya Svidovskiy

(SEAL) Yan Svidovsky
Borrower Yan Svidovsky

(SEAL)
Borrower

(SEAL) Natalya Svidovskaya
Borrower Natalya Svidovskaya

(SEAL)
Borrower

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Property of Cook County Clerk's Office

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