

# UNOFFICIAL COPY

*[Signature]*  
Form 3014 9/98  
Amended 6/91  
Initials

ILLINOIS - Single Family - Freddie Mac/ Freddie Mac UNIFORM INSTRUMENT  
Page 1 of 8  
VAP MORTGAGE FORMS • (313)293-8100 • (800)921-7291 XCI800DAAA .05  
XCI800D

which has the address of 2317 NORTH NEVA, UNIT 107A, CHICAGO Illinois 60635 [Zip Code]  
[Street, City]

PIN NO. 13-31-107-024-1119

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois: [Property Description]

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which is organized and existing under the laws of THE STATE OF OHIO address is 440 NORTH FAIRWAY DRIVE, VERNON HILLS, ILLINOIS 60061 ("Lender"), Borrower owes Lender the principal sum of FIFTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS. Dollars (U.S. \$50,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the first debt, if not paid earlier, due and payable on JUNE 1, 2008. This Security Instrument secures in Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

DIANE M. CIANGI, A SINGLE PERSON ("Borrower"). This Security Instrument is given to SEARS MORTGAGE CORPORATION

MAY 11 1993. The mortgagor is

*[Signature]*

LENDER'S # 58-01-73804

## MORTGAGE

[Space Above This Line For Recording Date]

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BOX 939 - 73

93352435

93 MAY 11 AM 11:09

COURT COUNTY, ILLINOIS FILED FOR RECORD

RECORD AND RETURN TO:  
SEARS MORTGAGE CORPORATION  
333 E. BUTTERFIELD ROAD  
SUITE 400  
LOMBARD, IL 60148

7435610 3 939086

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Form 3914 9/80

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91051 (8-81)

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 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.

**THIS SIXTY EIGHTH 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.** Borrower 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 due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may obtain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold 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 terms are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 or amended from time to time, 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 due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable 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, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay 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 shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of 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. Borrower 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 Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the 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 last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue 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 on time directly to 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, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower 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 subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may obtain 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.

**5. Lender's Remedies.** Lender shall have the right to exercise all remedies available to it under applicable law, including the right to foreclose on the Property, to sell the Property, to take possession of the Property, to lease the Property, to convey the Property, to sue for specific performance of the Note, to sue for damages, to sue for the amount of the debt, to sue for the amount of the debt plus interest, to sue for the amount of the debt plus interest and costs, to sue for the amount of the debt plus interest and costs and to sue for the amount of the debt plus interest and costs and to sue for the amount of the debt plus interest and costs.

**6. Assignment.** Lender may assign or otherwise dispose of all or a part of its interest in the Note and this Security Instrument, and the benefit of this Security Instrument shall inure to the benefit of the assignee or transferee.

**7. Waiver of Defenses.** Borrower waives all defenses and objections that it might have to the enforcement of the Note and this Security Instrument, including but not limited to the defenses and objections listed in this paragraph: (a) that the Note and this Security Instrument are unenforceable or void; (b) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (c) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (d) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (e) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (f) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (g) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (h) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (i) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (j) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (k) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (l) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (m) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (n) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (o) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (p) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (q) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (r) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (s) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (t) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (u) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (v) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (w) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (x) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (y) that the Note and this Security Instrument are unenforceable or void as to any part of the Property; (z) that the Note and this Security Instrument are unenforceable or void as to any part of the Property.

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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 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 2 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 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 3a, 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 the loan evidenced by the Note, including, but not limited to, representations 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 acquires fee 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 affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce law 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 amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of 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 coverage 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 payments may no longer be required.

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Initials

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at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

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

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

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.  
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.

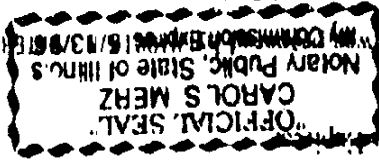
20. Hazardous Substances. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 20, "Hazardous Substances" means those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, oil, 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.  
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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security Instrument without further notice or demand on Borrower.  
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 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.  
16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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This Instrument was Commissioned on 5/13/98 at ST. LOUIS, ILL. 60148



Notary Public

Case # 1998

My Commission expires on the 31st day of May, 1998. (Given under my hand and official seal, this therein set forth, he signed and delivered the said instrument as name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the name person(s) whom free and voluntary act, for the uses and purposes

I, CAROL S. MERZ, certify that I am a Notary Public in and for said county and state do hereby STATE OF ILLINOIS, County no:

Witness: Instrument and in any rider(s) executed by Borrower and agreed with BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument. (Seal) (Seal) (Seal) (Seal) (Seal) (Seal)

- Adjustable Rate Rider [ ]
Balloon Rider [ ]
V.A. Rider [ ]
Graduated Payment Rider [ ]
Planned Unit Development Rider [ ]
Condominium Rider [X]
Kate Improvement Rider [ ]
Other(s) (specify) [ ]
1-4 Family Rider [ ]
Biweekly Payment Rider [ ]
Second Home Rider [ ]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

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Property of Cook County Clerk's Office

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11/11/11

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION:  
 UNIT NUMBER 107A, IN OAKFIELD WEST CONDOMINIUM, AS DELINEATED ON SURVEY OF CERTAIN LOTS  
 AND VACATED ALLEYS OR PARTS THEREOF, IN MONTCLARE, BRING A SUBDIVISION OF THE NORTH 1/2 OF  
 THE NORTH WEST 1/4 OF SECTION 31, AND THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF  
 SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH  
 OF FULLERTON AVENUE; WHICH SURVEY IS ATTACHED AS EXHIBIT "C", TO THE DECLARATION OF  
 CONDOMINIUM OWNERSHIP, MADE BY NORTH WEST NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS  
 TRUSTEE UNDER TRUST NUMBER 1535, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK  
 COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22846239; TOGETHER WITH AN UNDIVIDED PERCENTAGE  
 INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

UNIT 107A

COUNTY: COOK

STREET ADDRESS: 2317 N BRVA

CITY: CHGO

TAX NUMBER: 13-31-107-024-1119

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MULTI-STATE CONDOMINIUM RIDER - Single Family Modified Mac Uniform Instrument  
Form 3140 9/90  
Page 1 of 2  
XC2001DAAA 01 VMP MORTGAGE FORMS • (11/1283-8100 • (800)821-7281  
Initials: *[Handwritten Signature]*

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 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, 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.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Security Instrument. Borrower and Lender further covenant and agree as follows:

(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 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, 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.

(Name of Condominium Project)  
The "Condominium Project" (the "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 use, proceeds and benefits of Borrower's interest.

(i) Declaration or 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 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.

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93352435

LENDER'S #: 98-01-73804

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21th day of MAY, 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 SEARS MORTGAGE CORPORATION, AN Ohio CORPORATION.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2317 NORTH NEVA, UNIT 107A, CHICAGO, ILLINOIS 60635

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

(Name of Condominium Project)

Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Security Instrument. Borrower and Lender further covenant and agree as follows:

(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 Borrower.

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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.



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Form 3140 8/90

Page 2 of 2

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Property of Cook County Clerk's Office

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 (Seal) -Borrower

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 (Seal) -Borrower

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 (Seal) -Borrower

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 (Seal) -Borrower

STANLEY H. CLANGI

*Stanley H. Clangi*

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

payable, with interest, upon notice from Lender to Borrower requesting payment. Borrower shall bear interest from the date of disbursement at the Note rate and shall be secured by the Security Instrument. Unless Borrower and Lender agree to other terms of may pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender coverage maintained by the Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance Owners Association or

(iii) termination of professional management and assumption of self management of the express benefit of Lender;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the of a taking by condemnation or eminent domain;

or termination required by law in the case of substantial destruction by fire or other casualty or in the care (i) the abandonment or termination of the Condominium Project, except for abandonment

prior written consent, either partition or subdivision of the Property or consent to

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