#### FFICIAL COPY

NORTH AMERICAN MORTGAGE COMPANY® P. O. BOX 4800 HOUSTON, TX 77210-4800

**BOX 370** 

94406661

RECEIVING DESK

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284443-846

#### MORTGAGE

pre1-11

439,00

THOOLS THAN 3912 05205294 14:50:00 19395 # CT - \*~ 500~ 4066661 CODE COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on APRIL 20, 1994 INA RAY SLOBODKIN AND, LEONARD SLOBODKIN, HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to NORTH AMERICAN MORTGAGE COMPANYO

which is organized and existing under the laws of DELAWARE address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 98403 , and whose

("Leader"). Borrower owes Leader the principal num of

FORTY THOUSAND AND 00/100

40,000,00 ). This debt is evidenced by Borrower't mote dated the same date as this Security Dollars (U.S. \$ Instrument ("Note"), which provides for monthly payments, with the fulklebt, if sot paid earlier, due and payable on , 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 Mote; (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 County, Illinois: COOK

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

93306661

PERMANENT INDEX NUMBER: 00-14-300-016-1402 SEE RIDER(S) HERETO ATTACHED AND EXPRESSLY MADE A PART HEREOF,

which has the address of 8894 KNIGHT #213, DES PLAINES Illinois ("Property Address"); 80018

12in Codel

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 6/91

VMP MORTGAGE FORMS . (800)821-7291



(Street, City),

TOOTFITHER WITH an the Improvements now or hereafter erected on the property, and all ensements, appartenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered

by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Propayment 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 are due under the Note, until the Note is paid in full, a sum ("Funds") for:

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood in or nee premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum an ount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal is an Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 of seq. ("RESPA"), onless 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 Punds 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 Pederal Home Loan Bank. Lender shall apply the Punds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Punds, annually analyzing the escrow account, or verifying the Escrow Items, uracis Lender pays Borrower interest on the Punds and applicable law permits Lender to make such a charge. However, Lender may require Horrower 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. Londer shall give to Borrower, with our 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 amounts permitted to be neld 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 Punds 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 Punds 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 attain 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; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is aubject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Horrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within theterm "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 abandors, the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a cisim, 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 Recower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the doc date of the mentally 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, Meintenance 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 occapancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating of cumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, all my the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a roling 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 lower denced 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 rease. 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 Londer'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 of 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 are priority over this Security Instrument, appearing in court, paying reasonable attorneys' 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 previously in effect, from an alternate mortgage insurance 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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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 in 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. 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 in less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable lay 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 bylender 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 the Sc. ority Instrument, whether or not then due,

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

payments.

11. Borrower Not Released; Porbearance By Lender Not a Waiver, Extension of the time for payment or modification of amortization of the sums secured by him Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the lightly 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 successor, 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 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 propayment 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 endine provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by thin 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 (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 acceleration had acceleration had acceleration had accelerate the same 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 coincids monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to scale 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 loan Servicer and the address to which payments should be made.

The notice will also contain any other information regared 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 thall 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 teams, 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 defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flam mable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos of 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 without charge to Borrower, Borrower shall pay any recordation costs.

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

form 3014 9/90 Initials:

# 3.1400000

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| with this Security Instrument, the covenants and agreements are security Instrument. ICheck applicable box(es)  Adjustable Rate Rider Graduated Payment Rider Balloon Rider V.A. Rider BY SIGNING BELOW, Borrower accepts and agrees Instrument and in any rider(s) executed by Borrower and records. | Security Instrument as if the rider(s) were a part of this  Rider  Development Rider  Biweekly Payment Rider  ment Rider  Second Home Rider  ify)  to the terms and covenants contained in this Security rded with it. |
|---|--|
|   | THA RAY BYDBOOKIN (Sent) (Sent)  |
|   | LEONARD SLOBODKIN (Seal)   |
| (Seal) -Borrower  | (Scal)   |
| STATE OF ILLINOIS,  | 200K County ss:  |
| contifu that  | Notary Public in and for mid county and state do hereby<br>なのおのひに同っ目はおみの すいほぼ  |
|   | ersonally known to me to be the same person(s) whose one this day in person, and acknowledged that free and voluntary act, for the uses and purposes day of APRIL , 1994.  |
| My Commission Expires:  | Notary Public  |
| This Instrument was prepared by:  OFFIC  NY COMMISSION  | FAL SPAL F KUMKE STATE OF ILLINOIS FEXP. JAN. 31.1998  |

Property of Cook County Clark's Office

284443

#### UNGENEGRINAM REPY

THIS CONDOMINIUM RIDBR is made this 20TH day of APRIL 5 1 , 1904, and is incorporated into and shall be downed to amound and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Horrower") to secure florrower's Note to NORTH AMERICAN MORTGAGE COMPANY®

(the "Lunder")

of the same date and covering the Property described in the Socurity Instrument and located at:

0004 KNIGHT #213, DES PLAINES, IL 50015

(Property Addraus)

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

BALLARO POINT

(Name of Condominium Project)

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

CONDONS III A COVENANTS, in addition to the covenants and agreements made in the Security Instrument,

Barrawer and Lender further covenant and agree as follows:

A. Condominium Differinas. Barrawar shall perform all of Barrawar's addigations under the Condominium Project's Constituent Documents. The "Constituent Documents" are that (i) Declaration or any other document which creates the Condominium Project; (ii) by-lavis; (iii) code of regulations; and (iv) other equivalent documents, Barrawar shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So have a the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blankel" policy on the Condominium. Project which is satisfactory to Lander and which provides insurance coverage in the amounts, for the periods, and against it e barards Londer requires, including fire and hazards included within the term

"extended coverage," then:

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

(ii) Burrower'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.

Horrower shall give Lender prompt notice of any lapse ir, required haverd 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 Society are hereby assigned and shall be paid to Londor for application to the sums secured by the Security Instrument, with any excession to Borrower.

C. Public Liability Insurance, Borrower shall take such actives 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 Londer.

D. Condomination. The proceeds of any award or claim for damage. Girect or consequential, payable to Borrower in connection with any condomination 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 condomination, are hereby assigned and shall be poid to Lender. Such proceeds shall be applied by Londer to the sums secured by the Security Instrument as provided in Uniform Connect 10.

H. Londor's Prior Consont. Horrower shall not, except after notice to Londor and with Londor's prior written consent,

either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except to 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 condomination or eminent domain;
  - (ii) any amondment to any provision of the Constituent Documents if the provision is to the express benefit of

(iii) termination of professional management and assumption of self-management by the Owners Association;

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Londer.

P. Romotion, If florrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts distanced by Lender under this paragraph I shall become additional debt of Decrewer secured by the Security Instrument. Unless Berrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Londer to Berrower requesting payment.

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

| Bookle (Suni) | LEONARD SLOBODKIN | bod Rond (Seal) | INA RAY SUOBODKIN |
|---------------|-------------------|-----------------|-------------------|
| (Soaf)        | ·                 | (Sout)          |                   |

MULTISTATE CONDOMINIUM RIDER-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3140 8/90

Londor:

(Assignment of Ronts)

THIS 1-4 PAMILY RIDHR is made this 207H day of APRIL ,19 94 , 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 NORTH AMERICAN MORTGAGE COMPANY®

| of the same date and covering the property des | cribed in the Security Ir | (the "Lender") |
|--|---------------------------|----------------|
| 8884 KNIGHT #213, DES PLAINES, IL              | (Property Address)        |                |

- 1-4 PAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Legger further covenant and agree as follows:
- A. ADDITION A. PROPHRTY SUBJECT TO THE SHCURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument; building materials, appliances and goods of every nature whatsoever now or hereafter focated in, on, or used, or intended to be used in connection with the Property, including, but not limited to, these for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, both tubs, water heaters, water closets, sooks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awaings, storm windows, storm doors, serious, blinds, shades, curtains and curtain rods, attached mirrors, enbinets, panelling and attached floor coverings now a forgafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold extate if the Security Instrument is on a leasehold) are referred to be visit 1-4 Pamily Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY: COMPLIANCE WITH LAY Porrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Londor has agreed in writing to the change. Horrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LHINS. Except as permitted by federal law, florrer or shall not allow any tien inferior to the Security Instrument to be perfected against the Property without Lender's prior permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against real loss in addition to the other bazards for which insurance is required by Uniform Covenant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted
- P. HORROWER'S OCCUPANCY, Unless Lender and Borrower otherwise agree in writing, the Grst sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LRASHS. Upon Londor's request, Borrower shall assign to Londor all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Londor shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Londor's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS: APPOINTMENT OF RECHIVER; LENDER IN POSSESSION, Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Horrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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#### **UNOFFICIAL COPY**

If Lender gives notice of breach to Borrower: (i) all Rents received by Higrower flyall be held by Horrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and impaid to Lender or Lender's agent on Lender's written demand to the tonant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not fimited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, as assuments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perfore, any not that would prevent Londor from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property Defore or after giving notice of breach to Borrower. However, Lender or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive may default or invalidate may other right or remedy of Lender. This assignment of Rents of the Property shall terminate when the sums secured by the Security Instrument is paid in full.

1. CROSS-DBPAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BILLOW, Borrower necepts and ago on to the terms and provisions contained in this 1-4 Pamily Rider.

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#### Finance Schedule Instructions:

The Real fistate francier fax Act (Illinois Revised Statutes, Chapter 120, Paragraph 1001-1008) responses information regarding the financing of the purchase price of this property.

Lines A and C through t of the Finance Schedule must be filled out by the buyer's representative to account for financing of the purchase. Columns I through VI must be completed for each took involved.

Information required in each column:

I Principal of loan; for an assumed mortgage show principal being assumed

- If Langth of time on which monthly payments were calculated. If not applicable mark with an asterisk and explain repayment schedule in Box J on Page 3. For an assumed mortgage show years remaining from time of sale until loan is fully amortized (paid).
- If applicable, length of time until mortgage loan must be paid off or renegotiated, or time until balloon payment is due.
- IV Nominal interest rate as stated in loan documont. Il Prima Rato is used, stata rato u ed at tune of transfer
- V. Indicate if this loan has a FIXED interest rate by entering F in the column, adjustable is to by entering A, or renegotiable by entering R in the column.
- VI Show the number of points and dollars paid. Enter points paid by the seller! only.

Box J may be used to show more information regarding financing if necessary.

SPECIAL NOTE: If your financing involves other than equal monthly payments you must axplain in Box J on Page 3.

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TYPE OF HINANOING Hinter cash downpayment on line A

Account for financing the remainder of the purchase price on lines C through I. (If lines A through I do not add up to full consideration shown on Page 1 of deciaration, explain in Box J)

- A. Enter Cash Downpayment (include earnest meney) - \$ Il Enter remainder of Purchase Price on Lines C through It Purchase Money Mortgage to Seller\* D. New 1st Mtg. (specify types\*\* E, New 2nd Mlg. (specify type\*\* New 3rd Mtg. (specify type\*\* Assumption of existing 141 Mig Assumption of existing 2nd Mtg Other Financing (specify type\*\*
- \*\* Specify type: eg., Blend, Conventional, Seller Financed. VAFFIA insured, etc.

PARTIAL INTEREST (Complate if applicable.)

If loss than a full interest in the roat ast up is being transferred, state the part being transferred:

#### LEGAL DESCRIPTION

Enter complete legal description in this area:

Legal Description:

T COUNTY Unit G213 in the Ballard Point Concominium, as delineated on a survey of the following described real estate:

Fart of the Southwest 1/4 of the Southwest 1/4 of Section 14 and part of the Southeast 1/4 of Section 15, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded with the Recorder of Deeds as Document No. 25261198 and filed with the Registrar of Titles as Document No. 3133750, together with its respective undivided percentage interest in the common elements.

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NOTE: If a mobile home is included in the sale price, is the value of the mobile home being deducted as personal property on page 17

Yes No m

BENEFICIAL INTEREST OF LAND TRUST (Complete if applicable.)

If this transaction is the transfer of a beneficial interest of a land trust, check this box:

Mark 6