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COOK COUNTY, ILLINOIS
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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **November 23, 1992**
The mortgagor is **FERNADENE E. DAVIS, DIVORCED AND NOT SINCE REMARRIED**

Regency Savings Bank, a Federal Savings Bank ("Borrower"). This Security Instrument is given to which is organized and existing under the laws of The United States of America , and whose address is 24 N. Washington Street, Naperville, IL 60566

("Lender"). Borrower owes Lender the principal sum of **THIRTY FIVE THOUSAND SIX HUNDRED AND 00/100** Dollars (U.S. \$ **35,600.00**). This act 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 **December 1, 2022**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois:
PARCEL 1 UNIT 205 IN THE SCOVILLE COURT CONDOMINIUM, AS DELINON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 8, 9, AND 10 IN BLOCK 3 IN EAST AVENUE ADDITION TO OAK PARK, A SUBDIVISION OF BLOCKS 52 AND 53 AND 59 TO 61 IN VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25300175, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2 THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER 12, A LIMITED COMMON ELEMENTS AS DELINEATED ON THE AFOREMENTIONED SURVEY, IN COOK COUNTY, ILLINOIS.

PIN NO.: 16-07-415-027-1012

which has the address of **500 WASHINGTON, UNIT 205**
[Street]

OAK PARK
[City]

Illinois **60302** **(Property Address):**
[Zip Code]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1876 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
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24, N. WASHINGTON
REGENCY SAVINGS BANK
RETURN TO: NAPERVILLE IL, 60566
Form 3014 9/90 (page 6 of 9 pages)

Notary Public

Given under my hand and official seal, this 23RD day of November 1992

forth.

free and voluntary act, to the uses and purposes herein set
and delivered the said instrument as HERB
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE
signed
, personally known to me to be the same person(s) whose name(s)

do hereby certify that BERNADENE E. DAVIS, DIVORCED AND NOT SINCE REMARRIED

, a Notary Public in and for said county and state,

County ss: DUPAGE

THE UNDERSIGNED

STATE OF ILLINOIS,

Social Security Number _____

Borrower
(Seal)

Social Security Number 330-44-6003

Borrower
(Seal)

Witnesses:

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

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. Supplement the covenants and agreements 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 a part of this Security Instrument.
- [Check applicable box(es)]
- Adjustable Payment Rider Condominium Rider 1-4 Family Rider
 Grandfathered Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Rate Improvement Rider Second Home Rider
 Balloon Rider Other(s) [Specify]

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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floors or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including S. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the one or more of the actions set forth above within 10 days of the giving of notice.

over this security instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take to this Security instrument. Lender determines that any part of the Property is subject to Lender's satisfaction to prevent the enforcement of the loan or (c) recovers from the holder of the loan an agreement satisfactory to Lender subordinating the loan by, or defends against enforcement of the loan in a manner acceptable to Lender; (b) consents in good faith to the writing to the payment of the obligation secured by the loan in a manner acceptable to Lender; (a) agrees to the Borrower shall promptly discharge any loan which has priority over this Security instrument unless Borrower: (a) agrees the payee.

this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this payment. If Borrower shall promptly furnish to Lender all notices of amounts to be paid under time directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on property which may allow plaintiff to sue Security instrument, and recordable payments of ground rents, if any. Borrower paragraph 2; third, to interest due; fourth, to any late charges due under the Note; paragraph 2 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under secured by this Security instrument.

Funds held by Lender, shall apply any funds held by Lender at the time of acquisition of, or as a credit against the sums due of the Property, if, under paragraph 2, Lender shall acquire or sell the acquisition of Funds held by Lender prior to the acquisition of this Security instrument. Lender shall promptly refund to Borrower any

Upon payment in full of all sums secured by this Security instrument, Lender shall make up the deficiency in no more than twelve months, at Lender's sole discretion. Borrower shall pay to Lender the amount necessary to make up the such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the face value when due, Lender may notify Borrower in writing, and, in Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall accept to this Security instrument.

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by such give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and the amounts on the Funds. Borrower and Lender may agree to writing, however, that interest shall be paid on the Funds. Lender agreement is made of applicable law requires, to be paid, Lender shall not be required to pay Borrower any interest or estate tax reporting service used by Lender in connection with this loan, unless 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 attorney to verify the face value of the Funds, unless Lender pays Borrower interest on the Funds and applying the estate tax reporting service used by Lender, Lender may not charge Borrower for holding and applying the face value account, or verifying the face value items, unless Lender pays Borrower interest on the Funds and applying the face value items. Lender may not charge Borrower for holding and applying the face value items, annually verifying the face value items. Lender, if Lender is such as institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay (including Lender, if Lender is such as institution or in any Federal Home Loan Bank, Lender shall be held in the institution whose deposits are insured by a federal agency, instrumentality, or entity this Security instrument.

The Funds shall be held in the institution whose deposits are insured by a federal agency, instrumentality, or entity

estimates of expenditures of taxes, insurance items or otherwise in accordance with applicable law.

exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonably law than applies to the Funds. If so, Lender may, at any time, collect and hold Funds in an amount not to Estale Settlement Procedural Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another amount a Lender for a federally related mortgage loan may require for Borrowers account under the federal Real items are called "face items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood payments and assessments which attain priority to this Security instrument as a lien on the Property; (e) yearly leasehold taxes and fixtures now or hereafter a part of the property. All replacement and addition covenants, appurtenances, and fixtures now or hereafter a part of the property. All replacement securities shall also be covered by this Security and fixtures now or hereafter a part of the property. All replacement and addition covenants, appurtenances, and fixtures now or hereafter a part of the property. All replacement securities shall also be covered by this Security

1. Payment of Premium and Interest: Premium 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 of the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly

Borrower and Lender and Lender covenant and agree as follows:

LENDER COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with encumbrances of record.

Borrower, grant and convey the Property generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property is unencumbered, except for encumbrances of record, Lender of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

lascumment. All of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such default and reinstate, as provided in paragraph 18, 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 laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable 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 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, 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

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Page Four - Untrue Note Borrows Note & Mortgagor Condemns - Uniform Contracts 9-90 (page 4 of 6 pages)

18. Borrower's Right to Remodel. If Borrower needs certain conditions, Borrower shall have the right to have remedies permitted by this Security instrument without notice to the Lender or (a) 5 days (or such other period as not less than 30 days) from the date the notice is delivered of demand of Borrower.

If under circumstances this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the date the notice is delivered of demand of Borrower. If Borrower fails to pay all sums secured by this Security instrument, it is entitled to pay sums prior to the expiration of this period. Lender may invoke any security interest.

This Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as 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, in his option, require immediate payment in full of all sums secured by it is sold or transferred 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 to another, Lender shall be given one copy of the Note and of this Security instrument.

19. Borrower's Copy. Borrower shall be given a copy of the Note and of this Security instrument.

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

21. Transfer of the Property. If Lender transfers his interest in this Security instrument to another, Lender shall be given a copy of the Note and of this Security instrument.

22. Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

23. Notes. Any note to Borrower provided for in this Security instrument shall be given by Lender in accordance with the terms of this Note.

24. Payment to Borrower. If a refund receives principal, the reduction will be treated as a partial prepayment without any charge to the permitted limit and (b) any sums already collected by a Borrower which exceed permitted limits will be reduced to Lender's address stated herein or any other address designated by notice to Lender. Any notice provided for in this Security instrument shall be given by first class address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mailing and by first class mail unless otherwise specified in a note of another method. The notice shall be directed to the Property address, and that law is finally interpreted so that the interest of Lender in the Property shall be directed to the Property charges, and that law is finally interpreted so that the interest of Lender in the Property shall be directed to the Property consent.

25. Loan Contracts. If the loan secured by this Security instrument is subject to a law which sets maximum loan amounts of any accommodations with regard to the term, (a) this Security instrument or the Note without this Borrower's consent by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive his/her or her interest in the Property under the terms of this Security instrument. (b) is not personally obligated to pay the sums Borrower but does not exceed the Note; (a) is obligating this Security instrument only to mortgagor, grant and convey this Security instrument shall be joint and several. Any Borrower who goes along this Security instrument of accommodations and expenses and bears in the successors and assigns of Lender and Borrower, subject to the provisions of this instrument shall bind and remain liable for the amount granted by the amount necessary to reduce the loan capacity of the Property.

26. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this instrument shall be binding on Lender and Borrower, whether or not they are made.

27. Borrower and Relocated Mortgagor Note and Waiver. Extension of the time for payment of sums secured by this Security instrument, whether or not they are made.

28. 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 of change the amount of such payments.

29. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the Note is given, in the event the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make them due.

30. If the Property is damaged by Borrower, before the date of the filing, unless Borrower and Lender otherwise agree in writing or unless applicable law requires otherwise, before the taking, is less than the amount of the sums are otherwise provided, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are secured 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 are recovered immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property (a) the total amount of the sums secured by the taking, divided by (b) the fair market value of the Property in which the fair market value before the taking, unless Borrower and Lender otherwise agree in writing, unless the sum secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Property instrument, whether or not the due date, with any excess paid to Borrower. In the event of a partial taking, unless the amount of the Property instrument or other taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or other taking of the Property, or for conveyance in lieu of condemnation, are hereby assented and shall be paid to Lender.

31. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or other taking of the Property, or for conveyance in lieu of condemnation, are hereby assented and shall be paid to Lender.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 23RD day of November 1992,
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
Regency Savings Bank, a Federal Savings Bank

(the "Lender")

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

500 WASHINGTON, UNIT 205, OAK PARK, IL 60302

[Property Address]

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

[Name of Condominium Project]

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

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

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

B. Hazard Insurance. So long as the Owner's 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 one-twelfth 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.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

X Bernadene E. Davis

(Seal)
-Borrower

BERNADENE E. DAVIS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower