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MORFGAGE

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THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 11TH 1992 The mortgagor is ROBERT L. HOLDING. AND MARCIE S. HOLDING.

(Borrower').
This Security in trument is given to SOURCE ONE HORTGAGE SERVICES CORPORATION which is organiz to and existing under the laws of DELAVARE and whose address's 27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357

("Lender"). Borrower owes Lenge, the principal sum of ONE HUNDRED FOUR_ Dollars (U.S. \$ 104,200.00 Dollars (U.S. \$ 1.94.200.00 This debt is evidenced by Portower'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

1ST. 1998 This Security Instrument secure; to Londer: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and in diffications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect up 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

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County, Illinois: COOK UNIT 101 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1143 S. PLYMOUTH COUNT CONDOMINIUM AS DELINEATED AND GEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25293723. IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16. TOWNSHIP 39 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK FOUNTY, ILLINOIS.

P.I.N. #17-16-427-007-1001.

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1143 SOUTH PLYNOUTH COURT #101CHICAGO which has the address of

Illinois

50605

("Property Address");

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

e ends in accordance with any written agreement between Borrower and Lander or applicable law. Derrowar state pay the prender teases to be in-effect, Borrower shall pay the prendiction for the mortgage insurance or essees or casses to be in-effect, Borrower shall pay the prendiction of obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, incomer shall pay to Lender each month a sum equal to one-twelfar of the period page insurance coverage insurance coverage is not previously in effect, in the panel pay to Lender each month a sum equal to one-twelfar of the period page insurance premium being paid by an insurance coverage is not lieu of mortgage insurance premium being paid by an insurance coverage in the accounts are also sometiment of mortgage insurance coverage (in the strong page insurance coverage) provided by an insurance mortgage insurance coverage (in the strong page) and to the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance or in an accordance with any written agreement between Borrower and Lender or applicable law. Portower streit bed the beautinute rednited to meitrefu the mortdede justines in equer, it for sub ressout the mortdede justinutes.

2. Worldede insurance: It Lender rednited mortdede justinusce as a condition of meiting the lost secrited by this Secretly Instrument.

and shall be payable, with interest, upon notice from Lander to Borrower requesting payment. Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this Security integration of Borrower and Lender to the terment at the Note rate. Indicess through the interest from the date to distribute the importance amount after the Note rate.

hat priodity over this Security instrument, appearing in court, paying reasonable attorneys' lees and entering on the Property to make repairs. Atthough Lender may take action under this paragraph 7, Lender does not have to do so. becliect the years of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which because of the Property and Lender may do and pay for whatever is necessary to Security instrument, or triere is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in 7. Protection of Lender's Rights in the Property. If Scriower fails to perform the covenants and agreements co

er acquires fee the fro the Property, the leasehold and the fee title shall not menge unless Lander agrees to the reger in withing. information) in occinection with the loan evidenced by the Note, including, but not limited to, representations concurring Borrower's occupancy of the lease. application process, gave materially tales or inaccurate information or statements to Lender (or falled to provide Lender with any material interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the accor. To noceeding to be dismissed with a find that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Propulation or control material impairment of the field of the figure of the field of the fiel shall continue to occupy the Property as Borrowar's principal residence for at least one year after the date of occupancy, unless Lander or intervalse agrees in writing, which consent shall not be unreasonably writineld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall be in default if any forhitine action or proceeding, whather civil or ciminal, it is vigur that in Lender's good faith judgmenty. Borrower shall be in default if any forhitine action or proceeding, whather civil or ciminal, it is vigur that in Lender's good faith judgment could result in forheiture of the Property or otherwise materially impair the lien created by this Sec. airly instrument or Lender's security increased. occrick' establish and rae ine broberty as Borrower's principal residence within anty days a securion of this Security instrument and e. Occupancy, Presented and Protection of the Property, Borrower's County Application; Lessested and Protection of the Protection Pr

Unless Lender and Sorrower otherwise agree in writing, any application of provides to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amo us of the payments. If under paragraphs 1 the Property is accurred 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 immedia ely pior to the acquisition.

Degin when the notice is given.

demaged, if the restoration or repair is economically feasible and LCAC', security is not lessoned. If the restoration or repair is not hereoned, if the restoration or repair is not hereoned, if the restoration or repair is not hereoned. If the restoration or repair is not hereoned, if the restoration or repair is not the connected to the insurance proceeds the free free first first due, with any excess paid to Borrows'. If Johnswer abandons the Property or does not answer within 30 days a notice from Lender that the Intervance carrier has offered to server. If Johnswer abandons the Property or to assert that the notice from Lender may use the proceeds to repair or restored the insurance carrier has observed. If the solution of the Intervance carrier has property or to be solved. The Archive in the Intervance of In

a Lender and Borrower otherwise agree in writing, insul And a proceeds shall be applied to restoration or repair of the Property

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All issurance policies and renewals shall be accept? Me to Lender and shall include a standard mortgage clause, Lender shall have the right to hold the policies and renewals. It Lender requires, from wer 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

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maintain coreinge described above, Lender may, at Lender, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. traing the insurance shall be chosen by Bor own, subject to Lender's approval which shall not be unreasonably withheld. It Borrower tails to eduires insurance. This insurance shall be neithin by the amounts and for the periods that Lender requires. The insurance carrier teader by the his insurance carrier teaders. In the insurance carrier teaders by the historian by the insurance carrier teaders. be in wer shall keep the Proprovements now existing or hereafter seected on the Property insured

Borrower shall satisty the fien or takes and a firm of the actions set forth above within 10 days of the giving of notice. Sorrower shall prome any secured by the lient in a manner acceptable to Lender; (b) contests the poor fair the identity over this Security Instrument uniess Borrower; (e) agrees in writing to the pay, or defends against pay, or defends against enforcement of the iden in, legal pm beedings which in the Lender's opinion operate to prevent the enforcement of the iden; (c) secures from the iden an agreement seal stretcy to be lender subordinating the iden to this Security Instrument. It Lender determines that any part the horizont to Lender any give Borrower a notice identifying the iden. Stropers is subject to a lien which may strain photity over this Security Instrument, Lender may give Borrower a notice identifying the iden. Sometime shall settled the identity in the iden.

mainer provided in p. 49 4ph 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 1 and a mounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to 1 and a most evidencing the payments. 64. Cheripee, 17 st. Borrower shall pay all taues, assessments, charges, fines and inspesitions attributable to the Property which may attain priority over it as Security instrument, and lessehold payments or ground rents, if any. Borrower shall pay these obligations in the

due; fourth, to ্যে চেৰ্গালগছ. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2; third, to inte and Schall be ্যে চিৰ্গালগছ. Unless applicable law provides otherwise, all payments payable under paragraph 2; third, to inte due; fourth, to ্যে চুৰ্গালগছ and last, to any tate charges due under the Note.

make up the deficiency. Borrover 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, all, under paragraph 21, Lender, shall acquire or sale as a credit against the sums secured by this Security Instrument.

Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

en due, Lender may so notify Eorrower in writing, and, in such case Borrower shall pay to Lender the amount nece

one-time charge for an independent real estate tax reporting service access to connection with this locat, unless applicable law provides otherwise charge for an independent real estate tax reporting service schools are connected with this locat, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall be paid on the Funds. Sorrower and Lender may agree in writing, however, that interest shall be paid on the Funds as counting of the Funds; showing credits to the Funds and the Funds are precise to showing credits and debits to the Funds and the Funds are precised as additional security for all string secured by this Security Instrument. If the Funds was made to be conducted as a small secure of the Funds and the funds are precised to the Funds and the Funds are proprecised to the Funds of the Funds are all secounts to Borrower to the expess. Funds in the requirements of applicable law. If the amount of the Funds held as any time are administed to the funds held by Lender as any time is not sufficient to pay the Funds held by Lender and the funds and the funds are any time is not sufficient to pay the Except history with the sequirements of applicable law. If the amount of the Funds held by Lender as any time is not sufficient to be transferred to be and the funds held by Lender to an and the funds with any surface the angular properties. gorrower interest on the Funds and applicable law permits Lender to make succount, or verifying the Escrow items, unless Lender population and applicable portions to pay a Escrow ltams or otherwise in accordance with applicable taw.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity finctuding Lender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow itsms, Lender may not

payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount a factor to acceed the maximum amount a federally related mortgage loan may require for Borrower's escrow account under the jederal Basi Estats Settlement Procedures Act of 1974 as amended from time, 12 U.S.C.§ 2601 at seq. (*RESPA*), unless a mother it is jederal Basi Estats sold for the Funds are allocated the lesser amount. If so, Lender may, at any time, collect and reasonable estimates of expenditures of huture smooth for Funds due on the basis of current data and reasonable estimates of expenditures of huture Estatour for the expenditures of the late.

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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 fieu 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 taking, unless Borrower and Lender dinerwise agree in writing, the statis secured by this Security institution state to reduce by the action of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, 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 it the turns are then due.

applied to the sums secured 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 initial 30 days after 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 Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments reterred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forebearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by his Security instrument granted by Lander to any successor in interest of Corrower shall not operate to release the liability of the origin. So rower 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 r lade by the original Borrower's successors in interest. Any forbearance by Lander in exercising any right or remedy shall not be a waiter if or preclude the exercise of any right or remedy.
- 12. Successors and A shins Bound; Joint and Several Liability; Co-algiers. The covenants and agreements of this Security instrument shall bind and but of the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be in int and several. Any Sorrower 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, for the arror make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent. without that Borrower's consent.
- 13. Loan Charges. If the loan secure 1 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 or charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be rejuced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded per nitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by multing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment marge under the Note.
- 14. Notices. Any notice to Borrower provided for 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 the 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's tail 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 or cut ity instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note is which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared .o b) severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the hote and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all c. e. ry part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower 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 sertled 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 thir. 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 according to this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies perior to the specific prior without or demand on Borrower.

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 a plicable law may specify for Security Instrument discontinued at any time prior to the earner of: (a) 5 days (or exert other period as a phocase law may specify or entitatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. (b) or (c) 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 agretiment; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) times under account a Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrowe. (c) gation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument as and in the reasonable to the order of the case of the order of the past of the order of the case of the case of the order of the past of the order of 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 Fight, ment) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity fundown 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 Substances on or in the Property. Borrower shall not out for show anyone size in the anyoning anacong the Property of small cultures of 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 remodiation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

As used in this parsgraph 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 pasticides 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 ocvenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration fellowing 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

My Commission Extites 6/24/95 Pamela J. Rayburn Rotary Public, State of Illinois "OFFICIAL SEAL" County, Illinois. My Commission (person acknowledging) Lin aint em enoted begbelwords acknowledged before me this A NOVEKBER, HILI Conuty ss. STATE OF ILLINOIS, coox (Space Below This Line For Acknowledgement) Social Secutity Number. төмопо8-(Seal) 34 cir.) Security Number. FARMINGTON HILLS, Prepared By and When Recorded, Return To: A N D R E A K U E C K S SOURCE ONE NORTGAGE SERVICES S7555 FARMINGTON ROAD 19WOTIOB-(Seal) 3. 20 - 02 - 8 16 19dm NARCIES HOLOI Social Security Number moun (Seal) ROBERT L. HOLDING Social Security Number 377 Borrower :SƏSSƏUIIAA BY SIGNING BELOW, B prower accepts and agrees to the terms and covenants contained in this Security instrument and in any ricercs, executed by Borrower and recorded with it. (Kitoeqe) (s):ediO ☐ Rate Improvement Rider Ralioon Ride Li Second Home Rider TebiR Inemt A betsuber Bider ☐ Biweeldy Payment Rider Planned Unit Development Rider TebiR etst otastaulbA □ 14 Family Rider Rondominium Rider Sider 2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and agreement the coverants and agreement. (Check applicable box(es)) 22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. to Soriawer, Borrawer shall pay any recordation costs. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument payment in full of all same 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' less and costs of title evidence.

proceeding and sale of the Property. The notice shalt further inform Botrower of the right to reinstate after acceleration and the right to reinstate after acceleration and that to measure in the foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate the second and the second are the second and the second and the second are the second as the second as the second are the second as the second as the second are the second are the second are the s

THIS CONDOMINIUM RIDER is made this 117H ,19 9 3 day of NOVEMBER . 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

SOURCE ONE MORTGAGE SERVICES CORPORATION. A DELAWARE CORPORATION

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

1143 SOUTH PLYMOUTH COURT #101, CHICAGO, IL 50505

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium 1143 SOUTH PLYMOUTH COURT CONDOMINIUM project known as:

IName 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 Lander further covenant and agree as follows:

- A. Condon in ... m 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 promisely pay, when due, all dues and assessments imposed pursuant to the Constituent Decuments.
- 8. Hazard Insurance. 35 long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" polic, or 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 terr : 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 install nents 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 exten' that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt no ice 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 summacured 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 sum, sucured 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 in the provision is for the express

benefit of Lender,

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

Association: ct

(iv) any action which would have the effect of rendering the public liability insu ance coverage

maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominant dues and assessments when due, and Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of 3 orrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these an ounts 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 agri Rider.	ees to the terms and provisions contained in the	is Condominium - [Holding
	Select Attalking by Man ROBERT L. HOLDING	orney in fac orney (Seal) -Bostower
	Marcie S. Holding	//-//-93 (Seal) -Borrower
		(Seal)
		(Seal) -Borrower

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BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this	11TH	day of	NOVENBER	. 19 9	. 3
and is incorporated into and shall be deemed	to amend and :	supplement the Morto	gage, Deed of Trus	st or Deed to	
Secure Debt (the "Security Instrument") of the	e same date give	n by the undersigner	I (the "Borrower")	to secure the	Š
Berrower's Note to	_		•		

SOURCE ONE HORTGAGE SERVICES CORPORATION. A DELAWARE CORPORATION

(the "Lender")

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

1143 SOUTH PLYMOUTH COURT #101 CHISAGO, IL 60605

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note in older."

called the "Note in older."

ADDITICAN' COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security

Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity oat, of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of 0 E C E M B E R 1 5 T 2 0 2 3 and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the No'e from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be cunder in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments in mediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60 day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unprid unincipal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security instrument on the Maturity Cate (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Pare. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any doucments required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agri	ees to the terms and covenants contained in this Balloon
Rider. (Sea	Makest A Halding by actoring (Sea) act ROBERT L. HOLDING POTTONET
(Sea	

MULTISTATE BALLOON RIDER-Single Family-Famile Mae Uniform Instrument 3511/0X/C/ALL/1289/0990

Form 3180 12/89

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Property of Coot County Clark's Office