

# UNOFFICIAL COPY

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95485907

9474(WIS2)

DATE OF RECORDING  
10/10/2002

4474

(Sign Above This Line For Recording Date)

## MORTGAGE

Loan No. 118380

THIS MORTGAGE ("Security Instrument") is given by  
EUGENIUSZ SZCZUPAK, A BACHELOR

August 21, 2002

The mortgagor is

("Borrower"). This Security Instrument is given to  
HOME FINANCE CORPORATION  
14774 N. KEDAR  
CHICAGO, ILLINOIS 60645  
COOK COUNTY, ILLINOIS

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 526 MARKET LOOP, UNIT D, WEST DUNBAR, ILLINOIS 60114  
("Lender"). Borrower agrees to lend the principal sum of

Forty Nine Thousand Five Hundred and

Dollars (\$49,500.00)

on 100-----  
This debt is evidenced by Borrower's new 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 September 1, 2024.  
This Security Instrument agrees to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all increases,  
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

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

03-24-100-044-1023

THIS DOCUMENT IS BEING RE-RECORDED  
TO CORRECT TAX NUMBER

03-24-100-044-1023

which has the address of  
Illinois 60010  
1st City

15 PEPPER LANE, UNIT 103  
(Property Address)

PROSPECT HEIGHTS (New City)

ILLINOIS Single Family FINANCIAL UNIFORM INSTRUMENT  
Form 3014-840  
Amended 8-91  
FBI APPROVED

E.S.



03-24-100-044-1023

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Property of Cook County Clerk's Office

COOK COUNTY RECORDER  
40467 4 SK 44-95-435967  
157777 TWIN 5/S/ 6/7/20/95 09:28:00  
OCT-01 RECORDING 441.50

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SECTION 1. WITH all the rights and powers given by law to the holder of the property, and all documents, affidavits, oaths, and other proceedings, the holder of the property, All representations and warranties shall be made by this Security Instrument. All the liens, judgments, and other encumbrances on the property, All representations and warranties shall be made by this Security Instrument.

SECTION 2. WHEREAS it is agreed that the Property is fully owned by the state hereby conveyed and has the right to mortgage, and Lender holds or will hold title to the Property, and all claims and demands, subject to any condition or clause contained in this Security Instrument, which are securities for national law and non-uniform contracts with limited liability provisions, to establish a uniform security instrument concerning real property.

SECTION 3. LENDER, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any repayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or by a written waiver by Lender, Borrower shall pay to Lender on the due dates, amounts due under the Note, until the Note is paid in full, a sum ("Funds") for (i) yearly taxes and assessments which have an priority over this Security Instrument as a lien on the Property; (ii) yearly household payments or ground rents on the Property; (iii) yearly hazard or property insurance premiums; (iv) any yearly mortgage insurance premiums, if any; and (v) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in case of the payment of mortgage insurance premiums. These items are called "Taxes Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum annual tender for a federally related mortgage loan may require for the taxes in one account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time ("RESPA"), Section 3011 of the ("RESPA"), unless another law that applies to the Funds so requires. If so, Lender may, at its own collect and hold Funds in an amount not to exceed the lesser amount of (i) the amount of funds due on the basis of current data and reasonable estimates of expenditures of future funds otherwise in accordance with applicable law.

3. Funds shall be held in an institution where deposits are insured by a federal agency, insurability or safety including Lender or Lender or such an institution or any federal Home Loan Bank. Lender shall apply the Funds to pay the Taxes Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the same account, or certifying the Taxes Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a service 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 to the contrary and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charges, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each of 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 held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. The amount of the Funds held by Lender as any time is not sufficient to pay the Taxes Items when due, Lender may require Borrower to pay 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 will promptly refund to Borrower any funds held by Lender, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any funds held by Lender at the time of acquisition or sale of the Property, prior to, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale of the Property against the sums secured by this Security Instrument.

4. Application of Payments. Under applicable law provided 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.

4.4 Charges: Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions allocable to the Property which have attain priority over this Security Instrument, and loans to payments on ground rents, if any. Borrower shall pay the obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them, in time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraphs if Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower has agreed in writing to the payment of the obligation secured by the lien in legal proceedings which on the Lender's request operate to prevent the enforcement of the lien, or to secure from the holder of the lien an agreement satisfactory to Lender; (b) contracts in good faith the two parties to the instrument. If Lender determines that any part of the Property is subject to a lien, Borrower shall satisfy the lien to the satisfaction of Lender. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take an action of the action set forth above within 10 days of the giving of notice.

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Date: 10/10/2014  
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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all copies 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 claim 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 sum stated in this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 10 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 10 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; Leasehold.** 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. If Borrower shall not destroy, damage or injure the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 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 requires 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 monthly 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. Lender reserves

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1. Security Interest. Lender's interest in the property described in the Note and of the amount and for the period specified in the Note and in the amount and upon the date specified by Lender against property available and is obtained. Borrower shall pay all costs of collection, including attorney's fees, incurred by Lender in collecting the same, including a loss reserve, until the requirement for mortgage insurance is removed or the amount of the loss reserve is reduced to the amount of the difference between the value of the property and the amount of the applicable loss.

2. Inspection. Lender may at any time make such examinations upon and inspection of the Property. Lender shall pay all expenses of inspection, including attorney's fees, incurred by Lender in connection therewith.

3. Condemnation. If the Property is taken by eminent domain for damage or consequential, or connection with any other purpose, the amount of the proceeds of the condemnation, in lieu of indemnification, are hereby accepted and acknowledged.

4. Partial Taking. In the event of a partial taking of the Property, principal shall be applied to the sum secured by this Security Instrument in proportion to the amount of the partial taking as compared to the amount of the sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing. The sum 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 proceeds of the partial taking divided by (b) the fair market value of the Property immediately before the partial taking. The amount so paid to Lender 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 sum secured immediately before the partial taking, the amount so paid to Lender, otherwise agreed in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum secured by this Security Instrument whether or not the sum is then due.

5. Condemnation Notice. If notice is given by Lender to Borrower that the condemnor offers to make an award of money, or if the condemnor fails to respond to Lender within 90 days after the date the notice is given, Lender may apply the proceeds of the condemnation, prior to the date of sale or repair of the Property or to the sum secured by this Security Instrument, as the case may be.

6. Application of Proceeds. Any application of proceeds to principal shall not extend or shorten the time for payment of principal as provided in paragraph 1 and shall change the amount of such payments.

7. Borrower Not Released. Borrower, Not a Waiver. Payment of the time for payment or modification of the Note or of the amount of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not release or discharge Lender from liability to the original Borrower or Borrower's successors in interest. Lender shall not be required to give notice to Borrower of any demand for payment or otherwise modify amortization of the Note or of the amount of the sum secured by this Security Instrument or any demand made by the original Borrower or Borrower's successors in interest. By Lender's accepting any right or remedy, shall not be a waiver of or preclude the exercise of any right or remedy.

8. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind the heirs, executors, administrators, and successors of Lender and Borrower, subject to the provisions of this paragraph. The joint and several liability of Lender and Borrower under this Security Instrument shall be joint and several. Any Borrower who signs this Security Instrument, or any co-signer, Note, or Note accompanying this Security Instrument only to mortgage, grant and convey that portion of the Property under the terms of the Security Instrument, is not personally obligated to pay the sum secured by this Security Instrument, and agrees that Lender and any other Borrower may sue for, defend, modify, forbear or compromise on behalf of and to the terms of this Security Instrument or the Note, and that Borrower's consent.

9. Loan Charges. To the loan created by this Security Instrument is subject to a law which sets maximum loan charges, either by law or by an agreement so that the interest or other loan charges collected or to be collected in connection with the creation of the loan or loans, then any such loan charge shall be reduced by the amount necessary to reduce the charge to the maximum allowed and the amount so collected from Borrower which exceeded permitted limits will be refunded to Borrower or otherwise treated. To make this refund by reducing the principal owed under the Note or by making a direct reduction in the principal, the reduction will be treated as a partial payment without any repayment of principal to the Note.

10. Notice. Notice to Borrower provided for in the Security Instrument shall be given by delivering it or by mailing it or by another method of delivery or notice of another method. The notice shall be directed to the Property address or to any other address or other address Lender designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address or to any other address Lender designates by notice to Borrower. Any notice provided for in the Security Instrument shall be deemed to have been given to Borrower or Lender when given or provided in this paragraph.

11. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction where the Property is located. In the event that any provision or clause of this Security Instrument or the Note is found to be illegal, unenforceable or unconstitutional shall not affect other provisions of this Security Instrument or the Note which can be enforced separately from the provision. To this end the provisions of this Security Instrument and the Note are declared severable.

12. Borrower's Copy. There is a full copy of your authorized copy of the Note and of this Security Instrument.



Notary Public

State of

From 10/14 10:00

AM

95-1353967

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(f) Bank's Notice of Default. If Lender receives payment in full of all sums unpaid by the Debtor or otherwise paid to Lender, it is to be paid to Lender by Lender's law office at ( ) the date less than 30 days from the date the Indebtor is delinquent or failed within such time period as specified in the Security Agreement or if the Indebtor fails to pay the same prior to the expiration of this period, Lender may make payment to the security holder(s) as specified in the Security Agreement.

18. **Buyer's Right to Remedy.** If Buyer fails to make any payment within such time or fails to pay all or any part of this Security Instrument without further notice to the recipient of this payment, Lender may make any enforcement of this Security Instrument without further notice or demand on Buyer.

If Lender has made these certain conditions, Buyer shall have the right to have this Security Instrument discharged at any time prior to the earlier of (a) 3 days from such date of notice or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Buyer (i) pays to Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (ii) holds Lender harmless from and against all claims or demands of any other persons or governments, (iii) pays off expenses incurred in enforcing this Security Instrument, (iv) takes such action as Lender may reasonably require to remove any liens or other encumbrances on the Property and (v) Lender's obligation to pay the sums accrued by this Security Instrument, Lender's rights in the Property and Lender's obligation to pay the sums accrued by this Security Instrument shall continue unchanged. Upon nonpayment by Buyer, this Security Instrument and the obligations created hereby shall remain fully effective as if no acceleration had occurred. However, this right to terminate shall not apply in the case of a sale made under paragraph 17.

19. **Sale of Note; Change of Lender Services.** The Note is a partial interest in the Note along with this Security Instrument may be sold out of state either without prior notice to Buyer or A sale may result in a change in the entity doing business as the "Lender Services" that collects payments, repayments due under the Note and this Security Instrument or changes of the Lender Services shall be a sale of the Note. If there is given written notice of the change in collection services, address of the new Lender is

19. Sale of Note; Change of Lessor Services. The Note is a partial interest in the Note along with the Security Instruments may be sold either in whole or in part without prior notice to Borrower. A sale may result in a change in the entity (hereinafter "Lessor Services") that collects rent, but remains due under the Note and this Security Instrument. There also may be one or more changes of the Lessor Services and a sale of the Note. If there is a change of the Lessor Services, 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 Lessor Services 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, except for normal use, use, deposit, storage, or release of any Hazardous Substance 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 laws and principles 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 in residential uses and in maintenance of the property.

Borrower shall promptly give Lender written notice of any investigation, claim, or environmental or regulatory agency or private party inspection of which Borrower has actual knowledge.

30. **Hazardous Substances.** However shall not, however, permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not, however, permit the presence, use, disposal, storage, or release of any Property that is in violation of any Environmental Law. The preceding last sentence 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 in normal residential uses and in maintenance of the Property.

Borrower shall promptly give Tenant 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 actions in accordance with Environmental Law.

As used in this paragraph 30, "Hazardous Substance" are those substances defined in paragraph 30, "Environmental Law" and the following substances: gasoline, paint, solvents, thinners, varnishes, adhesives and sealants, volatile solvents, and

However shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by an environmental 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 environmental or regulatory authority, that removal or other remediation of any Hazardous Substance affecting the Property is necessary, then Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substance" are those substances, mixtures, products and by-products and derivatives and derivatives, such as

any Removal Activities or any Hazardous Substance or Environmental Law as required by any governmental or regulatory authority. The Agent shall promptly take any action in accordance with Environmental Law.

22. Release. Upon payment of all sums awarded by the Secretary, instrument by judge without charge to Plaintiff. Plaintiff shall release the Security Instrument.  
23. Waiver of liens/encroachment. Plaintiff waives all right of heretofore existing or in the property.

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COOK COUNTY CLERK  
DEPT. OF RECORDS  
CHICAGO, ILLINOIS  
12/28/1981

24. **Riders to the Security Instrument.** There are three riders as executed by Borrower and recorded together with this Security Instrument. The amounts and legal descriptions of each such rider shall be incorporated into and shall amend and supplement the terms and conditions of this Security Instrument as if the rider(s) were a part of this Security Instrument.

25. **Amendments.**  
a. Modification Rider  
b. Capitalization Rider  
c. Interest Rider  
d. Prepayment Rider  
e. Non-Borrower Rider

26. **Exhibits.**  
a. Construction Rider  
b. Landlord and Tenant Rider  
c. Non-Assignment Rider  
d. Other Exhibits

27. **4 Family Rider**  
**Biweekly Payment Rider**  
**Universal Notice Rider**

BY SIGNING TO THE BORROWER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND  
IN ANY RIDERS WHICH MAY BE EXECUTED THEREON AND FURNISHED WITH IT.  
WITNESS:

EUGENE USE SIEGEL  
EUGENIUS SIEGEL

(Signature)  
Borrower

(Signature)  
Borrower

(Signature)  
Borrower

(Seal)  
Borrower

County of  
a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS

that

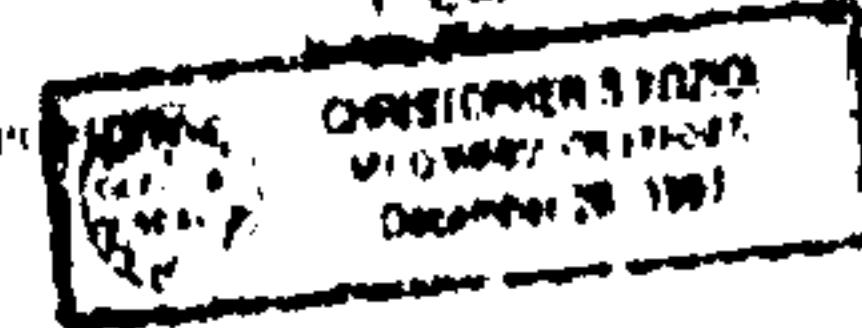
the above instrument was acknowledged before me this day of December, 1981, to be the true and genuine act, for the uses and purposes therein set forth.

acknowledged to be my true instrument, appeared before me this day of December, 1981, and acknowledged that he signed and delivered the same for the purpose of

the person or persons named in the instrument.

Attest:

RECORDED FOR PROPERTY - BARBARA DODD



Form 2014-900

63658567

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Loan No. 112140

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 31st day of August, 1978,  
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 debt to:

NORTH FINANCE CORPORATION

(the "Lender")

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

15 PAPER LANE, UNIT 303, PROSPECT HEIGHTS, ILLINOIS 60070  
(Property Address)

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

PINECREST CONDOMINIUM  
(Name of Condominium Project)

1175-01622

(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, privacies 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 required pursuant to the  
Constituent Documents.

B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance  
carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which  
provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including  
fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 3 for the monthly payment to Lender of the  
yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 3 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 sum reserved by the Security Instrument, with any excess paid to  
Borrower.

C. **Public Liability Insurance.** Borrower shall take such action 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.

MULTI-STATE CONDOMINIUM RIDER-Single Family Home/Mobile Home UNIFORM INSTRUMENT

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VERMONT BANK FORMS - 1313388-0100 - 0000077791

Form 2160-0100

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D. Condemnation: The proceeds of any award or claim for damage, 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 whole or of the common elements, or for any convenience in time of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender in the same manner by the Security Instrument as provided in Schedule D.

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

(a) 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;

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

(c) the termination of professional management and assumption of self-management of the Owners Association by:

(i) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender;

F. Miscellaneous: If Borrower does not pay condominium dues and assessments when due, then Lender may pay them (the amount debited by Lender under this paragraph) 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 of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

IN WITNESS WHEREOF, Borrower accepts and agrees to the terms and provisions contained in this Condominium Note.

*Signature  
ROBERTUS DECUPAK*

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

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Form 2100-0000

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## ADJUSTABLE RATE NOTE

LOAN NO. 112380

THIS ADJUSTABLE RATE NOTE is made this 31st day of August, 1994, 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 Adjustable Rate Note (the "Note") to

HORN FINANCIAL CORPORATION

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

19 PIPER LANE, UNIT 303  
PROSPECT HEIGHTS, ILLINOIS 60070  
(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS; DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

3/17, 1W/12

### B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of September, 1997, and on that day every 16 month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rates will be based on an index. The "index" is:

WEEKLY AVERAGE YIELD OF THE U.S. TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF THREE YEARS

The most recent index figure available as of the date  45 days  before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and one half percentage points (2.500 %) to the Current Index.

The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amounts of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date of my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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