

# UNOFFICIAL COPY

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RECORD AND RETURN TO:  
BancTrust, INC.

ONE EAST WACKER DRIVE-SUITE 2224  
CHICAGO, ILLINOIS 60601

DEPT-01 RECORDING  
TAN014 TRAN 7477 09/11/95 14:53:00 \$37.50  
45362 4 JW \*-95-6016329  
COOK COUNTY RECORDER

Prepared by:  
KATY SCHWINN  
CHICAGO, IL 60601

206842645

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 29, 1995  
BRETT M. HATTEL, A SINGLE PERSON  
AND ELIZABETH M. PLAMONDON, A SINGLE PERSON

("Borrower"). This Security Instrument is given to  
BancTrust, INC.

4186366 SK 2B Bkt  
which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is ONE EAST WACKER DRIVE-SUITE 2224  
CHICAGO, ILLINOIS 60601 ("Lender"). Borrower owes Lender the principal sum of  
EIGHTY FIVE THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 85,500.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2025 .  
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 1106 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST  
IN THE COMMON ELEMENTS IN STREETERVILLE CENTER CONDOMINIUM AS  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

17-10-203-027-1026

which has the address of 233 EAST ERIE-UNIT #1106 , CHICAGO  
Illinois 60611 Street, City .

Zip Code ("Property Address"):

ILLINOIS-Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9-90

MDR-GRILLI 9414 Amended 5/91

YOUR MORTGAGE FORMS • 800-521-2291

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Initials: Bkt

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WB GRILS, 1989

this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over the instrument or the interest of (c) secured by the holder of the lien an agreement satisfactory to Lender subordinating the lien to any other debt or obligation of the Property is entered into by the Lender and the holder of the lien in a manner acceptable to Lender, (b) consents in good faith the Lender writing to the party in interest of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees to the terms of the security instrument unless Borrower (a) agrees to pay all amounts due under this Security Instrument unless Borrower has priority over this Security Instrument unless Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower shall pay all amounts due under this Security Instrument.

If Borrower makes these payments timely, Borrower shall promptly furnish to Lender receipts evidencing the payment to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them out of the funds held by Lender in this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay which may attach priority over this Security Instrument, assessments, charges, fines and impositions attributable to the Property.

4. **Charges:** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied first to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2, 3, application of Payments, unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any sum paid in trust of all sums secured by this Security Instrument.

Lender may deduct the amount necessary to make up the deficiency in no more than twelve months, at Lender's sole discretion.

shall pay to Lender the amount necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall not suffer loss of any amount of the Funds held by Lender at any time the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender to Borrower

in the Funds held by Lender exceeded the amounts permitted to be held by applicable law, Lender shall account to Borrower

depth to the Funds held by Lender as pledged as additional security for all sums secured by this Security Instrument.

The Funds are annual accountings of the Funds, showing credit and debits to the Funds and the purpose for which each without charge, an annual accounting of the Funds, however, that Lender shall give to Borrower and Lender may agree in writing, unless otherwise provided, that Lender shall be paid on the Funds, Lender shall give to Borrower, Borrower and Lender may agree in writing, however, that Lender shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall do the required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise, Lender an independent legal entity to make such a charge, however, Lender may require Borrower to pay a one-time charge for an independent legal entity to provide service vertically the Escrow items, unless Lender pays interest on the Funds and applicable law permits Lender to make such Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or including Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Funds shall be held in an account insured by a federal agency, instrumentality, or entity.

The Funds shall be held in accordance with applicable law.

Escrow items of otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current date and reasonable estimates of expenditures of future Lender may, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

sets a lesser amount from time to time, 12 U.S.C., Section 2601 et seq., ("KESPA"), unless another law that applies to the Funds 1974 as amended from time to time, the Federal Real Estate Settlement Procedures Act of

related mortgage loan, at any time, require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, These items are called "Escrow items".

it may, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the amount paid into the Property, it may, (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, (h) yearly leasehold payments and assessments which may attach priority over this Security Instrument as a lien on the Property; (i) yearly taxes

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

2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender, for Taxes and Insurance, due under the Note and any prepayment charges due under the Note.

1. **Payment of Premium and Interest:** Premium and Late Charges, Borrower shall promptly pay when due the premium of and interest on the debt evidenced by the Note and late charges due under the Note.

(NINETY DAY GOVERNANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT constitutes a valid instrument governing real property.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants

grant and convey the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby covered and has the right to mortgage;

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

TODGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property, All replacements and additions shall also be covered by this Security

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this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

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

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

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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or Notes. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing preparation charge under the Note.

14. **Notes.** Any note to Borrower provided for in this Security Instrument shall be given by first class mail to the Borrower. Lender may choose to make this return by reducing the principal owed under the Note or by making a direct payment to the permitted limits; and (b) any sum already collected from Borrower which exceeded permitted limits will be reduced to loan law is hardly intended so that the intent of other law charges offered to it to be collected in connection with the loan exceeded the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan which costs maximum loan charge;

15. **Lawn (Chargess).** If the loan secured by this Security Instrument is subject to a law which costs maximum loan charge,

make any accommodations with regard to the terms of this Security Instrument without the Borrower's consent.  
secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeite or terminate its interest in the Property under the terms of this Security Instrument; (d) is not permitted to pay the sums Borrower's interest in the original Borrower's instrument only to one agent, general and convey that instrument but does not exceed the Note; (e) co-signing this Security Instrument to any Borrower who co-signs this Security paragrapgh 16. Borrower's co-signants and agreeements shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument shall be given by Lender to any other in interest in the instrument of modification.

16. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The successors and agreeements of this exercise of any right or remedy.

successors in interest. Any right or interest in exercising any right or waiver of or preclude the Lender's rights to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument by reason of any demand made by the original Borrower's heirs, executors or administrators of the sums secured by the original Borrower or his successors in interest. Lender shall not be required to operate the liability of the original Borrower or his successors in interest to any successor in interest of Borrower shall of administration of the sums secured by this Security Instrument granted by Lender to any other in interest for payment of modification unless Lender has been paid in full and received to it a written extension of time for payment of such payments.

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

If the Property is abandoned by Borrower, whether or not title passes, Lender shall not be a waiver of or preclude the Lender's rights to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not title passes.

award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given.

in the event of a default by Lender to Borrower, that the condemnor offers to make an

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

condemnation of either taking of any part of the Property, or for damage in lieu of condemnation, are hereby assigned and 10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specially reasonable cause for the inspection.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspectons of the Property, Lender shall give

insurable ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender (referred to as "Lender" throughout) is not longer to require, at the option of Lender, if mortgage becomes available and is obtained, Borrower shall pay premium paid by Lender against insurance coverage (in the amount and for the period pay premiums may no longer be required, the same amount of premium paid by Lender when the insurance coverage lapses or ceases to be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage insurance premium kept by Borrower when the insurance coverage lapses or ceases to subsist entirely during the yearly insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by Lender. It obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of 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.

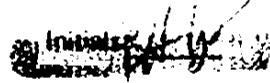
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, 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 actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other 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

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Form 3014 9/90

REC'D 9-19-98

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My Commission Expires 7/1998  
NOTARY PUBLIC STATE OF ILLINOIS  
SABANA KIM  
OFFICIAL SEAL

Giver under my hand and affidavit states, day of July, 1998  
Signed and delivered the said instrument to THEIR free and voluntary act for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They  
personally known to me to be the same person(s) whose name(s)

ELIZABETH M. PLAMONDON, A SINGLE PERSON

BRETT M. HATTEL, A SINGLE PERSON AND

a Notary Public is and for said County and State do hereby certify

(County ss:

STATE OF ILLINOIS, COOK

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

ELIZABETH M. PLAMONDON

-Borrower

(Seal)

BRETT M. HATTEL

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

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 contained in this Security Instrument as it the rider(s) were a part of this Security Instrument.
- If check applicable box(es):
- Adjustable Rate Rider
  - condominium Rider
  - Family Rider
  - Biweekly Payment Rider
  - Graduated Payment Rider
  - Planed Limit Development Rider
  - Rate Improvement Rider
  - Second Home Rider
  - Balloon Rider
  - V.A. Rider
  - Other(s) [Specify]

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- Without charge to Borrower, Borrower shall pay any recording costs.
26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
27. Indulging, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph provided by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-accrued or a default or any other deficiency of Borrower to accelerate and declare the right to assert in the foreclosure proceeding the right to remit after acceleration and the right to sue in the further sum Borrower of the right to remit after acceleration and the right to sue in the further sum secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further secure to the notice the date specified in the notice and the date of the Property.
- (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums applied by law provides otherwise. The notice shall specify: (a) the date the default; (b) the action required to cure the default;

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29TH day of AUGUST, 1995, 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 BancTrust, INC.

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

**233 EAST BRIE-UNIT #1106, CHICAGO, ILLINOIS 60611**  
**Property Address**

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

**STREETVILLE CENTER**

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

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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.

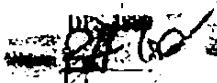
**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE CONDOMINIUM RIDER-Single Family, Fannie Mae Freddie Mac UNIFORM INSTRUMENT

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 -8- 3140 9/90

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Form 3140 9/90  
DPS 2890

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100-8-98-01

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
ELIZABETH M. ALMONDON  
(Seal)

-Borrower  
BRETT M. HATTEL  
(Seal)

Kinder,  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Note.

E. Remedies. If Borrower does not pay condonendum dues and assessments when due, then Lender may pay them directly to Borrower requesting payment.

(ii) Any action which would have the effect of rendering the public liability insurance coverage

available to Lender.

(iii) Any amendment to any provision of the Constitution Documents if the provision is for the express

benefit of Lender.

(iv) The abandonment or termination of the Conditional Project, except for abandonment of

lending by condemnation or eminent domain.

(v) The abandonment or termination of the Conditional Project, except for abandonment of

written consent, either party or subdivided the Property or consent to

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

consent in writing (herein "written consent"), provide to Lender such proceeds as

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security instrument as

part of the common expenses, or for any deficiency in the amount of condonendum, are hereby assigned and shall be

settled at the time of conveyance of all or any part of the Property, whether or the

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the

D. Condemnation. The proceeds of any award of claim for damages, direct or consequential, payable to

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## RIDER - LEGAL DESCRIPTION

PARCEL 1: UNIT 1106 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN STREETERVILLE CENTER CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26017887, IN SECTION 10, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 TO MAINTAIN PARTYWALL AS CONTAINED IN THE DOCUMENT RECORDED AS NUMBER 1715549, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 26017394 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

17-10-2011-027-1026

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