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95652789

RECORD AND RETURN TO:

J.L. KISLAK MORTGAGE
7900 MIAMI LAKES DRIVE W
MIAMI LAKES, FL 33016

Prepared by:
SELECT MORTGAGE SERVICES, INC.
OAK BROOK, IL 60521

DEPT-01 RECORDING \$37.50
T40030 TRAN 2816 09/26/95 15:53:00
#3579 + C.J. *-95-652789
COOK COUNTY RECORDER

0010239907

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
STEVE C. BONE, AN UNMARRIED PERSON

SEPTEMBER 15, 1995

The mortgagor is

(*Borrower"). This Security Instrument is given to
SELECT MORTGAGE SERVICES, INC.

which is organized and existing under the laws of
address is 900 JORIE BOULEVARD-SUITE 240
OAK BROOK, ILLINOIS 60521

3750 v'

, and whose
(Lender"). Borrower owes Lender the principal sum of
FIFTY FOUR THOUSAND THREE HUNDRED AND 00/300

Dollars (U.S. \$ 54,300.00).

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 OCTOBER 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:
UNIT 942-1E IN THE COURTYARDS OF OAK PARK CONDOMINIUM, AS DELINEATED ON
THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 11
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

-07-
16-X-317-027-1029

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which has the address of 942 WASHINGTON - UNIT 1W , OAK PARK
Illinois 60302 Street, City ,

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
VMP SR(IL) 04081 Amended 6/91
VMP MORTGAGE FORMS - 1800621-7291

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Initials: sf

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

BORROWER COVENANTS that Borrower is lawfully seized 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 1, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow 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 one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

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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, those 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
or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address
of Borrower of the mortgagor instrument previously in effect, from an alternate mortgage instrument approved by Lender. It
shall contain substantially equivalent to the mortgage instrument previously in effect, in a form substantially equivalent to the

13. **Lawn & Hedges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,
and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the
loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge
to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to
Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct
payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any
penalty to Borrower.

make any accommodations with regard to the terms of this Security Instrument or the Note without prior owner's consent.

14. **Notes.** Any note to Lender by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or
cancel by this Security Instrument under the terms of this Security Instrument (b) is not personal, obligated to pay the sums
Borrower's interest in the Property under the Note; (a) is co-signing this Security Instrument only to the page, grant and convey that
Instrument but does not execute the Note; (c) is co-signing this Security Instrument who co-signs this Security
Instrument 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 and agreements of this
paragraph 17. Borrower's covenants and agreements 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 and agreements of this
Security Instrument.

15. **Successors and Assigns; Joint and Several Liability;** Extension of the time for payment of modifications.

make any accommodations in interest. Any forbearance by Lender in exercising any right to remedy shall not be a waiver of or preclude the
successors in interest. Any forbearance by Lender in exercising any right to remedy shall not be a waiver of or preclude the
sums secured by this Security Instrument by reason of any demand made by the original Borrower of Borrower's
consent to release the liability of the original Borrower of Borrower's successors in interest. Lender shall not be required to
offer to release the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall
not operate to release the sums secured by the original Borrower of Borrower's successors in interest. Lender shall not be required to
offer to release the sums secured by this Security Instrument before the date the endorser offers to make an
extension of any kind or remedy.

16. **Borrower Not Released; Forfeiture of Note & Waiver.** Extension of the time for such payments.
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

possessory rights of the date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.
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 due.

award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given,
it the property is abandoned by Borrower or it, after note by Lender to Borrower that the endorser offers to make an
offer to settle the date of the note.

be applied to the sums secured by this Security Instrument whether or not the sums are then due.
claim, unless Borrower and Lender otherwise agree to writing or unless applicable law otherwise provides, the proceeds shall
market value of the Property immediately before the taking is less than the amount of the sums secured immediately before 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 immediately before the taking, divided by (b) the fair market value of the Property immediately
this Security Instrument shall be paid by the amount of the proceeds multiplied by the following fractions: (a) the total
market value of the property immediately before the taking, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair
whether or not the date, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair
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
and diminution of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and
10. **Endorsement.** The proceeds of any award or claim for damages, direct or consequential, in connection with any
Borrower notice at the time of or prior to an inspection specifying reasonable charges for the inspection.

9. **Inspection.** Lender or its agent may make reasonable charges upon and inspectors of the Property. Lender shall give
Borrower ends in accordance with any written agreement between Borrower and Lender of applicable law.
the premises required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgagor
and Lender requires, provided by an insurer approved by Lender, if mortgagage becomes valuable and is obtained, Borrower shall pay
be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgagage insurance, Loss reserve
one-twelfth of the yearly mortgagage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased
absentmindedly equivalent mortgagage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to
out to Borrower of the mortgagage instrument previously in effect, from an alternate mortgagage instrument approved by Lender. It
shall contain substantially equivalent to the mortgage instrument previously in effect, in a form 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 those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 301A 9/90

H. A. GAGE
S. SIA
OCT 1991
NOTARY PUBLIC

GERMILL, WILSON

MS Commission Express

Given under my hand and affidavit said, this 15TH day of **SEPTEMBER**, 1993
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the above-named person(s) whose name(s)
is/are personally known to me to be the same person(s).

I, STEVE C. BONE, AN UNMARRIED PARENT
a Notary Public in and for said county and state do hereby certify
that STEVE C. BONE, COOK COUNTY, ILLINOIS

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

STEVE C. BONE

BY SIGNING BELOW, Borrower agrees and agrees to the terms and conditions contained in this Security Instrument and
in any indent(s) executed by Borrower and recorded with the
Widness(es).

24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of this Security Instrument as to the indent(s) were a part of this Security Instrument
the covenants and agreements of this Security Instrument as to the indent(s) were a part of this Security Instrument
and supplemental to this Security Instrument.

25. CHECK APPLICABLE KATE RIDER
 1-A Family Rider
 2-Bondminimum Rider
 3-Creditbased Payee Rider
 4-Planned Unit Development Rider
 5-Kate Impovement Rider
 6-Second Home Rider
 7-Other(s) [Specify]

26. WAIVER OF HOMESTEAD. Borrower waives the right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay all secondation costs.
27. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
without limitation, but not limited to, reasonable attorney's fees and costs of title evidence.
28. EXCUSE. Lender shall be entitled to excuse all expenses incurred in pursuing the remedies provided in this paragraph
seured by this Security Instrument without further demand and may foreclose this Security Instrument by judgment
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums
then existing of a default or any other defense of Borrower to necessitate and foreclose. If the default is not cured
within thirty days after the date specified by judgment proceeding and sale of the Property. The notice shall further
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
(d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums
applicable law provides, otherwise. The notice shall specify: (a) the defauls; (b) the date which the default must be cured; and
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(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

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15TH day of SEPTEMBER, 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
SELECT MORTGAGE SERVICES, INC.

(the "Lender")

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

942 WASHINGTON - UNIT 1W, OAK PARK, ILLINOIS 60302 .

Property Address

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

COURTYARDS OF OAK PARK CONDOMINIUM

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 hazard; 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

Form 3140 9/90

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Total 20

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140-8958-1

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

STEVE C. HONE
(Seal) - Borrower

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

E. Remedy. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed 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 this instrument at the rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

F. Association of the Owners. If any action which would have the effect of terminating the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

G. Abandonment or Termination of Management Agreement. Any amendment to any provision of the Constiument Documents if the provision is for the express benefit of Lender.

H. Assignment of Easement. Any assignment or elimination of the easement by the Owners shall not affect the rights of Lender.

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

J. Lender's Right to Quiet Enjoyment. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Lender's Covenants to:

K. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or taking of all or any part of the Property, whether or not the unit or portion condemned, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Lender's Covenants to:

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RIDER - LEGAL DESCRIPTION

UNIT 942-1E IN THE COURTYARDS OF OAK PARK CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 11 AND 12 IN BLOCK 2 IN HERRICK AND DUNLOP'S SUBDIVISION OF LOTS 12 THROUGH 17, INCLUSIVE, IN GEORGE SCOVILLE'S SUBDIVISION OF EAST 49 ACRES OF WEST 129 ACRES OF SOUTHWEST 1/4 (EXCEPT RAILROAD LAND) IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 51248, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 15987007, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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