

DEFT-01 RECORDING

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COOK COURTY RECORDER

when recorded mail to:

COUNTRYWIDE LUNDING CORPORATION MSN SV-79 / DOCUMENT CONTROL DEPT. P.O. BOX 10286

VAN NUYS, CALIFORNIA \$141-0286

LOAN #: 5062064

ESCROW/CLOSING #: 2112591

SPACE ABOVE FOR RECORDERS USE

Prepared by: C. MOORE

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given to September 29, 1995 MICHAEL J HULT, A SINGLE MAN

. The mortgagor is

("Borrower"). This Security Instrument is given to COUNTRYWIDE FUNDING CORPORATION which is organized and existing under the laws of NEW YORK address is

155 NORTH LAKE AVENUE, PASADENA, CA 91109

("Lender"). Borrower owes Lender the principal sum of

SIXTY THOUSAND and 00/100

-OUNTY Clar). This debt is evidenced by Borrower's note date; the same date as this Security 60,000.00 Dollars (U.S. \$ Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid exciter, due and payable on . This Security Instrument secures to Lender: (a) the replyment of the debt evidenced October 1, 2002

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 heree, mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

ILLINOIS - Single Family - Fannie Mee/Freddle Mac UNIFORM INSTRUMENT

◆6H(IL) (0502)

CFC (02/95)

VMP MIDRITOAGE FORMS - (800)821-7291

Page Lot 7

Form 3014 9/90







Property of Cook County Clark's Office

LOAN #: 5062064

FUNIT 18137-"3NE" TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON FELEMENTS IN MARTIN PLACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE STOCKLARATION RECORDED AS DOCUMENT NUMBER 26876513. IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COCK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 29-31-314-037-1002

which has the ackiress of 18137 SOUTH MARTIN #3NE . HOMEWOOD

(Stront, City)

Illinois 60430 -

("Property Address");

Zip Cod.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appartenances, 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 Borrowe, is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is an encumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all elaims 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 periodiction to constitute a uniform security in transcent covering real property.

UNIFORM COVENANTS. Borrower and Lender covenue cand agree as follows:

- 1. Payment of Principal and Interest: Prepayment and Lute Charges. Horrower 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 Tuxes and Insurance. Subject to applicable hiw or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Nete is paid in full, a sum ("Funds") for: (a) yearly tuxes and assessments which may attain priority over this Security Instrument as Linen 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 Porrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premium. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum actional a lender for a federally related mortgage long may require for Borrower's escrow account under the federal Real Estate is minimal 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 expendit res 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, instrumentally, 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 secretar, 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

INDIANA MITH

Property of Cook County Clerk's Office

LOAN #: 5062064

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 tents, 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 mariner 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 this Security Instrument, Lender were give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above without ID days of the giving of notice.

5. Hazard or Property Insurace: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard: included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the disarance 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 accepable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Landar 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 re-seried, 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 sente 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 anon 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 object 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.

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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 six y days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for a cleast 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 of impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreiture 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. Horrower 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 horrower'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

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Property or Coot County Clert's Office

LUAN #: 5062064

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 cepairs. 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 Horrower requesting payment,

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrewer of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equive en 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 Horrower when the insurance coverage lapsed or ceased to be in effect. Lender will preept, use and retain these payments as a loss teserve in lieu of mortgage insurance. Loss reserve payments may no longer by required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Horrower shall pay the premiums required to maintain tabilities in surance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Horrower notice at the time of or prior to an Expection specifying reasonable cause for the inspection,
- 10. Condemnation. The proceeds of an award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make a award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secure. by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shad 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.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any fortxarance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12, Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, gram and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other monower may agree make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- 13. Loan Charges. 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 limit; 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 prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing has; 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 has, 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 of a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for 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 antion, 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 I or over notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mail d within which Borrower must pay all sums secured by this Security Instrument. If Borrover 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 becower.

- 18. Borrower's Right to Reinstate. If Borrower meets corolin conditions, Borrower shall have the right to have entorgement of this Security Instrument discontinued at any time prov to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property prescant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Horrower: (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 entor, orgethis Security Instrument, including, but e not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonable require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay he sums secured by this Security Instrumen, 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 "Lean Servicer") that collects monthly payments due under the Note and this Security Instrument. There i iso 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 paregraph 14 above and applicable law. The notice will state the name and address of the new i.oan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Fazardous Substances. Horrower 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.

Horrower 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

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LOAN #: 5062064

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, "Hazardons Substances" are those substances defined as toxic or hazardons 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 of Temedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provider, otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 d sys from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, for eclusure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate page acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, as in option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred by pursuing the remedies provided in this paragraph 21, including, but not limited to reasonable attorneys' fees and costs of the evidence.
- 22, Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the data ging of the fee is permitted under applicable law.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]		0
Adjustable Rate Rider(s) Graduated Payment Rider	X Condominium Rider 	1-4 Family Rider Brweekly Payment Ride
X Balloon Rider VA Rider	Rate Improvement Rider Other(s) [specify]	Second Home Rider

9555573

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LOAN #: 5062064

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

Witnesses:

Cenay Centery	MICHAEL D HUKT (Scal)
	(Seal)
	-Burrower
J-Op	(Scal)
STATE OF ILLINOIS, Gook	County sa:
t, The Undersigned	, a Notary Public in and for said county and state do hereby certify that
MECHAOL J. Hult A SE subscribed to the foregoing instrument, appeared before signed and delivered the said instrument as the half Oliven under my hand and official seal, this	, personally known to me to be the same person(s) whose name(s)
My Commission Expires:	Notary Public Total Comments
OFFICIAL S Cindy Kon Netry Poole State My Commission Expir	ney)

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9566579

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WHEN RECONDED MAIL TO:
COUNTRYWIDE FUNDING CORPORATION
MSN SV-79 / DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS, CALIFORNIA 91415-0266

Prepared by: C. MOORE

LOAN #: 5062064 ESCROW/CLOSING #: 2112591

SPACE ABOVE FOR RECORDERS USE --

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29th day of September 1995, and is incorporated into and shall be deemed to amend and supplement at 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 COUNTRYWIDE FUNDING CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 18137 SOUTH MARTIN #3NE HOMEWOOD, IL 60430-

[Property Address]

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

[Name of Condominium Project]

(the "Condominium Project"). If the owners association of 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 P operty also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

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_LOAN #: 5062064

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

- A. Consensinium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Consensent Documents. The "Constituent Documents" are the: (i) Decluration 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 the, all these and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance currier, a "master" or "biasked" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the unrounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the pravision 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 exquired coverage is provided by the Owners Association policy,

Borrower shall give Lender prompt notice of the Impse 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, my proceeds payable to Horrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Horrower.

- 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 accordable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for daptages, direct or consequential, psychie to Borrower in connection with any condemnation or other taking of all or tay part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, or bereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as previded in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condorninium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is to the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

Form 3140 8/80

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F. Remedies. If Borrower does not pay condominium dues and assessments when due them. Any amounts disbursed by Lender under this paragraph F shall become additional debt the Security sustrument. Unless Borrower and Lender agree to other terms of payment, the interest from the date of disbursement at the Note rate and shall be payable, with interest, upo Borrower requesting payment.	of Borrower secured by sese amounts shall bear
BY SIGNING BOLOW, Florrower accepts and agrees to the terms and provisions containe Rider. Michael J HOL	(Scal)
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	(Scal) - Borrower
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[Space Helow This Line Reserved for Acknowledgment]	g ga militaria

Property of Cook County Clerk's Office

WHEN RECOSOFS MAIL TO: COUNTRYVIOU FUNDING CORPORATION MSN SV 79 / DOCUMENT CONTROL DEPT P.O. BOX 1026

VAN NUYS, CALIFORNIA 912 10:0288

LOAN# 5062064

ESGROW/CLOSING # 2112591

SPACE ABOVE FOR RECORDERS USE

Propored by: C. MOORE COUNTRYWIDE FUNDING CORPORATION 826 OGDEN AVENUE WESTMONT IL, 60559-(708)986-9760

THIS BALLOON RIDER is made this 29th

day of September , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

COUNTRYWIDE FUNDING CORPORATION

(the "Lender") of the same date and covering the property described in the Secretary Instrument and located at: 18137 SOUTH MARTIN #3NE HOMEWOOD, IL 60430-

(Property Address)

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

MULTISTATE BALLOON RIDIN - Bingle Family - Famile Mae Uniform Instrument

Page 1 of 3 -875B (9304) 03 CFC (05/95) VMP MORTGAGE FORM8 - (800)+21-7201

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LOAN #: 5062064

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the Mancity Date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of October 1 , 2025 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I trajerstand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) 7 most still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate remot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Under as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day num datory delivery commitment, plus 2ERO & ONE-HALF (0.500), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

#. CALCULATING THE NEW PAYMENT AMOUNT

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

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will neitly me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accreed but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option II the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name,

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LOAN #: 5062064

title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option, If I meet the conditions of Section 2 above, I may exercise the Conditional R. financing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's ar plicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will accise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place of which I must appear to sign any documents required to complete the required refinancing. Lunderstand the Note Holder will charge me a \$250,00 processing fee and the costs associated with updating the title policy, it any, and any reasonable third-party costs, such as documentary stamps, intangible tax, survey, recording fees, etc.

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

Horrower [Sign Original Only]

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