95691629 Loan No. 2047520 Instrument Prepared by: **GN MORTGAGE CORPORATION** Record & Return to GN MORTGAGE CORPORATION 4000 WEST BROWN DEER ROAD BROWN DEER, WISCONSIN 53209 DEPT-01 RECORDING 137.50 T#0014 TRAN 7890 10/11/95 14:15:00 \$5935 ₹ JW ×-955-691629 COOK COUNTY RECORDER - ISpace Above This Line Per Recording Data) MORTGAGE AGE ("Socurity Instrument") is given on SEPTEMBER 19, 1995 RID PLAZA, DIVORCED AND NOT SINCE REMARRIED ("Horrower"). This Security Instrument is given to GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION _ , which is organized and existing under the laws of WISCONSIN ____, and whose address is 6700 FALLBROOK AVENUE SULTE 293, WEST HILLS, CALIFORNIA 91307 ("t.endor"). Borrower owes Londor the principal sum of Porty Nine Thousand Five Hundred and 00/100 Dollars (U.S. \$ ___49,500,00 Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2010 . This Socurity Instrument secures to Lender: (a) the repayment of the dobt evidenced by the Note, with interest, and all tone wels, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph i to protect the security of this Security Instrument; and (a) the performance of Borrower's covenants and agreements under this Scourity Instrument and the Note. For this numero, Borrower does hereby mortgage, grant and convey to Londor the following described property located in COOK County, Marsin: UNIT 306-C TOGETHER WITH IS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN OAK FIELD WEST CONDOMINIUM AS DELEGEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22846239, AS MARNORD, IN SECTIONS 30 AND 31, TOWNSHIP 40 NORTH, RANGE 13, RAST OF THE TEXAS CH'S OFFICE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, P.I.N. #13-31-107-024-1086 A.N.T.N. which has the address of 2333 NORTH NEVA AVENUE ("Property Address"); Hinois <u>60633-</u> Initialy MP

ILLINOIS- Single Family - Famile Mac/Freddie Mac UNIFORM INSTRUMENT

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(page 1 of 2 pages)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 Borrower is fawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Londer 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 groundly payments are due under the Note, until the Note is paid in full, a sum ("Fonds") for: (a) yearly taxes and assessment which may attain priority over this Security Instrument as a fien on the Property; (b) yearly leasehold payments or ground rank on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the 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 foan 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 2001 et seq. ("RESPA"), unless another law that applies to the Funds sots a longer 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 Fands shall be held in an institution whose deposits are insured by a tederal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or it any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borvower for adding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Forrover 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 toay, 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 carnings 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 Pands 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 account of the Pands 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 monally payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to forcewer any Funds hold by Lender. If, under paragraph 24, Lender shall acquire or sell the Property, Lender, prior to the requisition or sale of the Property, shall apply any Funds hold by Lender at the time of acquisition or sale as a credit against the sams 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, lines 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 those obligations in the manner provided in pasagraph 2, or it not paid in that manner, florrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender 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)

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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 altain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Horrower 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. Dorrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by lire, hazards included within the term "extended coverage" and any other hazards, including thools or flooding, for which Londor 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 florrower 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. Londer shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Londer all receipts of paid prompt notice to the insurance carrier and Lender. Londer may make proof of loss if not made prumptly by Borrower.

Unless Londor and Porrower 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 Londor's security is not lessened. If the restoration or repair is not economically feasible or Londor'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 Horrower abandons the Property, or soes not answer within 30 days a notice from Lendor that the insurance carrier has offered to settle a claim, then Londor may collect the insurance proceeds. Londor 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 is 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, in riower'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 projector 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 Londor 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 forfoiture action or proceeding, whether civil or criminal, is begun that in looker's good faith judgment could result in furfaiture of the Property or otherwise materially impair the lieu created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by nusing the action or proceeding to be dismissed with a ruling that, in Londer'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 Loder's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially talse 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 lessehold, 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 bankruptey, probate, for condomnation 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 atterneys' 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

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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 promiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Londor 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, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be 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. Perrower shall pay the premiums required to maintain mortgage insurance 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. Ander or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the arm of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any recess 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 Londer otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following traction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to florrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking. Any balance shall be paid to florrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless florrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by the Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Horrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 10 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 secured by this Security Instrument, whether or not then due.

Unless Londor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpene the due date of the monthly payments referred to in paragraphs 1 and 2 or change the annual 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 same secured by this Security Instrument granted by Londor to any successor, in interest of Borrower shall not operate to release the liability of the original Horrower or Borrower's successors in interest. Under shall not be required to commonce 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 forbearance by Londor in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 12. Successors and Assigns Boundt Joint and Soveral 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. Horrower'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, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
 - 43. Loun Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum foan

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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 in reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Londer 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 Lawy 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 and the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Cray. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Trunsfer of the Property or a Beneficial Interest in Borrowelf all or any part of the Property or any interest in it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londer's prior written consent, London 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 shift 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 domand on Eorrower.

- 18. Borrower's Right to Reinstate. If Borrower mosts 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) cores 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 Luan 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 Horrower. 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 now 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

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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, insterials containing ashestos 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. Horrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Leader 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 provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sams scenred by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after 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 at its option may require immediate payment in full of all sams secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Leader shall be entitled to collect all expenses incurred in pursuing one remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Horrower. Perrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Par ower 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 his Security Instrument as if the rider(s) were a part of this Security Instrument.

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Graduated Payment Rider	Planned (Iv.) Dovelopment Ruler	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		
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Witnesses:	(0)	>
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STATE OF ILLINOIS, COOK

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County as:

I DIANA T. NICOURTE

a Notary Public in and for said county and state, do

Hudth

hereby certify that MARIA PLAZA

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/thay signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

19TH

day of SEPTEMBER, 1995

My Commission expires:

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This instrument was prepared by:
GN MORTGAGE CORPORATION
6700 FALLBROOK AVENUE SUITE 293
WEST HILLS, CALIFORNIA 91307

OFFICIAL SEAL."

OIANA T. NICOLETTI

Notary Public, State of filinois

My Commission Expires 11/30/97

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Lona Number: 2047520

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 19TH day of SEPTEMBER, 1995
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Scenary Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
GN MORTGAGE CORPORATION
(the "Lendor") of the same date and covering the Property described in the Security Instrument and located at:
2333 NORTH NEYA AYENUE, CHICAGO, IJAINOIS 60638-
(Property Address)
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
known nat
OAK FIELD WE'T CONDOMINIUM
(Name of Constonninium Project)
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners"
Association") holds title or property for the benefit or use of its members or shareholders, the Property also includes
Borrower's interest in the Owrees Association and the uses, proceeds and benefits of Borrower's interest,
CONDOMINIUM COVE ACTS in addition to the covenants and accounts made in the Security Instrument.

Horrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Barrower 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 logulations; and (iv) other equivalent documents. Horrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owner-Association maintains, with a generally accepted magrance extrict, 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 flazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covonant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain basard insurance coverage on the Property is decided satisfied to the extent that the required coverage is provided by the Owne's Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of bazard insurance proceeds in lieu of restriction or repair following a loss to the Property, whother to the unit or to common elements, any proceeds payable to Borrowet r. o bereby assigned and shall be paid to Londer for application to the sums secured by the Security Instrument, with any excess paid to Horrower.

- C. Public Liability Insurance. Horrower 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 envirage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, pryable to Horrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or other taking of all or any part of the Property, whether of the unit or other taking of all or any part of the Property, whether of the unit or other taking of all or any part of the Property. elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrosver shall not, except after notice to Lender and with Lender's trior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other easualty 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 for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association:
- (iv) any action which would have the offect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Londer.

MULTISTATE CONDOMINIUM RIDERingle Family - Fannle Mac/Freddie Mac UNIFORM INSTRUMENT GFS Form G000354 Form 3140 9/90 (page 1 of 2 pages)

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F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

	MARIA PLAZA Plaza	(Seal) -Borrower
70 CAL		-Borrower
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