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RECORD AND RETURN TO:
PRISM MORTGAGE COMPANY

35C WEST HUBBARD-SUITE 222
CHICAGO, ILLINOIS 60610

Prepared by:
LAURA K. LUGHEZZANI
CHICAGO, IL 60610

DEPT-01 RECORDING \$37.50
T#0011 TRAN 8859 11/15/95 13:51:00
\$5761 + RV *-95-788709
COOK COUNTY RECORDER

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MORTGAGE

379

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 22, 1995
DOUGLAS G. PHILLIPS
AND MARJORIE C. PHILLIPS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
PRISM MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 350 WEST HUBBARD-SUITE 222
CHICAGO, ILLINOIS 60610 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FORTY ONE THOUSAND AND 00/100

Dollars (U.S. \$ 141,000.00).

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 2 // LOT 1A // EXCEPT THE NORTH 1/4 // FEEDY / IN / SHERIDAN DRIVE
SUBDIVISION OF PART OF THE EAST HALF OF THE NORTH WEST 1/4 // OF SECTION
11, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN / COOK COUNTY, ILLINOIS.

(SEE ATTACHED RIDER FOR PROPER LEGAL DESCRIPTION)

14-17-104-004

ATTORNEYS' NATIONAL
TITLE NETWORK

which has the address of 4741 NORTH MALDEN-UNIT 2, CHICAGO
Illinois 60640 Zip Code ("Property Address");

Street, City,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90

VMP - IRI(L) 10408

Amended 6/91

VMP MORTGAGE FORMS - 1800521-7291

Page 1 of 6

Initials: *[Signature]*

DPS 1089

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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 attach over this security instrument, Lender shall give Borrower notice of such fact and the date when the lien attaches.

4. **Chargess; Lenses;** 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.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1-2 shall be applied first, to any prepayment charges due under the Note; second, to amounts paid under paragraph 2;

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

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 exceeds the amounts permitted to be held by applicable law, Lender shall make up the deficiency in no more than twelve months after Lender's sole discretion.

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 leasehold premiums and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly hazard or ground rents on the Property, if any; (c) yearly property or liability insurance premiums; (d) yearly flood insurance premiums; (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 loan may require for Borrower's 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 later 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 current data and reasonable estimates of expenditures of future expenses or otherwise in accordance with applicable law.

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant to observe and perform all covenants contained in this instrument excepting, nevertheless, that Borrower shall pay promptly all amounts due the Lender under this instrument.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record, and will defend and carry the property as owner until the title is unencumbered, except for encumbrances of record; provided, however, warrants

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

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

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations) then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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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

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 interests of 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 the charge to the permitted limit will be refunded to Lender.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-signants 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, grant and convey that instrument to the Lender and any other Borrower under the terms of this Security Instrument; (b) is not personally obligated to pay the sum 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 the Borrower's consent.

11. Borrower Not Responsible; Forfeiture Clause by Lender Not a Waiver. 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 successor in interest from the obligations under this Security Instrument.

If the Property is abandoned by Borrower, or if, with notice by Lender to Borrower that the condominium offers to take an 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, as its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument until such time as the sum of the proceeds equals the amount of the Property taken. Whether or not there is any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property paid to Borrower is equal to or greater than the amount of the sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reallocated before the taking to reflect the change in the fair market value of the Property. In the event of a partial taking of the Property in which the fair market value of the Property paid to Borrower is less than the amount of the sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reallocated before the taking to reflect the change in the fair market value of the Property.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [REDACTED]

obtain cost-effective insurability equitably, to the mortgage insurance previously in effect, in a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by Lender. Lender shall satisfy all obligations under the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by Lender. Lender shall pay to Borrower shall pay to Lender each month a sum equal to the yearly premium paid by Borrower with 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. Borrower shall pay premiums in accordance with any written agreement insurance in effect, or to provide a loss reserve, until the reapplication of the premium required to maintain mortgagage insurance in effect, or to provide a loss reserve, until the mortgagage ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of 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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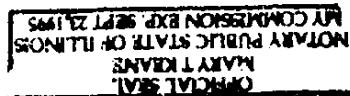
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Form 3014 9/90

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NMB

-6R (IL) 12081



Given under my hand and official seal, this 24 day of September, 1993.

Signed and delivered the said instrument is THEIR free and voluntary act, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS, COOK COUNTY ss:

I, DOUGLAS G. PHILLIPS AND MARJORIE C. PHILLIPS, HUSBAND AND WIFE, Notary Public in and for said County and State do hereby certify

-Borrower
(Seal)

-Borrower
(Seal)

MARJORIE C. PHILLIPS
(Seal)

DOUGLAS G. PHILLIPS
(Seal)

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the cover-nights and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- (Check applicable box(es))
- | | |
|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> Random Minimum Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Standard Unit Development Rider | <input type="checkbox"/> Out(s) [Specify] |
| <input type="checkbox"/> Line Improvement Rider | <input type="checkbox"/> Second Home Rider |

25. Waiver of attorney's fees and costs of title evidence.

26. Release of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

27. Release of all expenses incurred in pursuing the remedies provided in this paragraph.

28. Borrower shall be entitled to collect all expenses incurred in further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to accelerate payment in full of all sums secured by this Security Instrument, at its option, may require immediate payment of all sums due before the date specified in the notice. Lender, if the default is not cured on or before the date specified in the notice, to assert in the foreclosure proceeding the right to repossess after acceleration and sale of the property. If the notice shall further fail to cure the default or any other default of Borrower to accelerate and foreclose, the right to sell of the property.

29. Borrower of the right to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further fail to cure the default on or before the date specified in the notice which the default must be cured; and

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22ND 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
PRISM MORTGAGE COMPANY

(the "Lender")

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

4741 NORTH MALDEN-UNIT 2, CHICAGO, ILLINOIS 60640
Property Address

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

4741 NORTH MALDEN

Name of Condominium Project

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

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

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

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

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

Form 3140 9/90

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VMP MORTGAGE FORMS - (313)283-8100 - 18001621-7291

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Form 3140 9/90

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WAD-B-8108101

-Borrower _____
(Seal)

-Borrower _____
(Seal)

-Borrower _____
(Seal)

-Borrower _____
(Seal)

-Borrower _____
(Seal)

MARJORIE C. PHILLIPS
Hawthorne Phillips

DOUGLAS E. PHILLIPS

LENDER'S SIGNATURE

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

Lender to Borrower requesting payment.

bear interest from the date of this instrument at the Note rate and shall be payable, with interest, upon notice from by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall them. Any amounts due under this paragraph F shall become additional debt of Borrower secured F. Remedies. If Borrower does not pay condominium dues and assessments when due, the Lender may pay him/her in accordance with the terms of the security instrument.

E. Association. Any action which would have the effect of rendering the public liability insurance coverage

ASSOCIATION OR (iii) termination of professional management and assumption of self-management of the Owners benefit of Lender.

(ii) any amendment to any provision of the Condominium Documents if the provision is for the express taking by condemnation or eminent domain;

(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 casualty or in the case of a

written consent, either partition or subdivision the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

Borrower, such proceeds shall be applied by Lender to the sums secured by the Security Instrument as paid to Lender, or for any conveyance in lieu of condominium, are hereby assigned and shall be

unit or of the common elements, or for any consequential or other taking of all or any part of the Property, whether or

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

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UNIT 2, IN THE 4741 NORTH MALDEN CONDOMINIUM AS DELINEATED AND
DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 95642517
TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS OF THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 141
(EXCEPT THE NORTH 10 FEET) IN SHERIDAN DRIVE SUBDIVISION OF PART OF THE
EAST HALF OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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