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35840451

Prepared by: ESMERALDA GONZALEZ
RECORD AND RETURN TO:
SECURITY FEDERAL BANK, A F.S.B.
2550 S. OAK PARK AVENUE
BERWYN, ILLINOIS 60402

DEPT-01 RECORDING \$37.00
T#0012 TRAN 7945 12/04/95 12:18:00
\$5295 + CG *-95-840451
COOK COUNTY RECORDER

MORTGAGE

Loan No. KAUFMANN

3700
m

THIS MORTGAGE ("Security Instrument") is given on November 27, 1995. The mortgagor is HILTON M. KAUFMANN and LINDSAY ANN KAUFMANN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to SECURITY FEDERAL BANK, A F.S.B.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 9321 WICKER AVENUE, ST. JOHN, INDIANA 46373. Lender"). Borrower owes Lender the principal sum of Fifty Thousand and no/100----- Dollars (U.S. \$ 50,000.00).

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 January 1, 2011. 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:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

PIN 13-01-122-036-1027
which has the address of 6040 N. TROY, UNIT 305 CHICAGO [Street, City],
Illinois 60659 [Zip Code] ("Property Address");
ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90 Amended 6/91
State: Illinois INSTRUMENT Form 3014 9/90
Amended 6/91
SRA(IL) 105021

BOX 333-CTI



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to the 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) consents in good faith the lien by, or defers 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

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) consents in good faith the lien by, or defers against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien;

(c) Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower owes the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment.

4. Charges: Liens, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay

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

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, 1 and 2 shall be applied: first, to any payment due under the Note; second, to amounts payable under paragraph 2;

6. Security Instrument. Funds held by Lender at the time of acquisition or sale as a cash, regardless the sums secured by

Funds held by Lender, if, under paragraph 2, Lender still acquire or sell the Property, Lender, prior to the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to make up the deficiency in no more than 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

for the excess Funds in accordance with the requirements of applicable law, at the amount of the Funds held by Lender at any time excess Funds held by Lender to be paid, Lender shall do, be required to pay Borrower any interest or amounts on the Funds, applicable law requires interest to be paid, Lender may agree to pay Borrower in writing, unless an agreement is made of used by Lender in connection with this loan, unless (pp) liable law provides otherwise. Lienes as security each without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree to be paid, Lender shall give to Borrower, Lender shall pay to Borrower any interest or amounts on the Funds, applicable law requires interest to be paid, Lender may require Borrower to pay the Funds, unless an agreement is made of used by Lender in connection with this loan, unless (pp) liable law provides otherwise. Lienes as security each without charge, however, Lender may require Borrower to pay a one-time charge for an independent law permitting Lender to make a deduction from the Escrow Items, unless Lender may apply the Funds and applying the Escrow account, or Escrow Items. Lender may not charge Borrower to hold any funds applying the Funds, unless Lender shall apply the Funds to pay the Escrow Items, including Lender, if Lender is such as in connection), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity debt 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 amount necessary to make up the deficiency in no more than 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

for the excess Funds in accordance with the requirements of applicable law, at the amount of the Funds held by Lender at any time excess Funds held by Lender to be paid, Lender shall do, be required to pay Borrower in writing, unless an agreement is made of used by Lender in connection with this loan, unless (pp) liable law provides otherwise. Lienes as security each without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree to be paid, Lender shall give to Borrower, Lender shall pay to Borrower any interest or amounts on the Funds, applicable law requires interest to be paid, Lender may require Borrower to pay the Funds, unless an agreement is made of used by Lender in connection with this loan, unless (pp) liable law provides otherwise. Lienes as security each without charge, however, Lender may require Borrower to pay a one-time charge for an independent law permitting Lender to make a deduction from the Escrow Items, unless Lender may apply the Funds and applying the Escrow account, or Escrow Items. Lender may not charge Borrower to hold any funds applying the Funds, unless Lender shall apply the Funds to pay the Escrow Items, including Lender, if Lender is such as in connection), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such as in connection), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items or otherwise in accordance with applicable law.

Escrow Items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

losses a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RSPA"), unless another law than applies to the Funds related mortgage loan, require for the lesser of the maximum amount a lender for a federally

lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

lender may, at any time, collect and hold Funds in lieu of payment of mortgage instruments. These items are called "Escrow Items."

If any: (e) early 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 instruments. These items are called "Escrow Items."

2. Funds for Taxes and Assessments which may attain priority over this Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Note, until the Note is paid in full, a sum ("Funds") for: (b) yearly taxes and assessments which may attain priority over this Note, until the Note is paid in full, a sum ("Funds") for: (c) yearly taxes and assessments which may attain priority over this Note, until the Note is paid in full, a sum ("Funds") for: (d) yearly flood insurance premiums, or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (f) yearly flood insurance premiums, or ground rents on the Property, if any; (g) yearly taxes and assessments which may attain priority over this Note, until the Note is paid in full, a sum ("Funds") for: (h) yearly taxes and assessments which may attain priority over this Note, until the Note is paid in full, a sum ("Funds") for: (i) yearly taxes and assessments which may attain priority over this Note, until the Note is paid in full, a sum ("Funds") for: (j) any sums payable by Borrower to Lender, in accordance with applicable law.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform security instruments for national use and non-uniform coverants with limited

variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower in lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and deliver generally the title to the Property and that the Property is unencumbered, except for accumulations of record. Borrower warrants

together with all the improvements now or hereafter erected on the property, All reposements and addititions shall also be covered by this Security

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

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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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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the market value of the mortgage insurance previously in effect, provided that the premium paid by Borrower when the insurance covers each month is equal to one-twelfth of the yearly mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to the premium paid by Lender until such time as a loss occurs in lieu of mortgage insurance. Losses received by Lender (which may no longer be required, at the option of Lender, if mortgage insurance coverage is not available and for the period that Lender requires payment by Lender again becomes available and is obtained, Borrower shall pay the premium paid by Lender to Lender in accordance with any written agreement between Borrower and Lender or mortgage law.

9. Inspection. Lender or its agent may make reasonable centres upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

10. Condition. 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 due.

11. Borrower Not Released; Recuperation of the monthly payments referred to in para 1 and 2 or charges the amount of principal not expended or of amortization of the sums secured by this Security instrument plus b) Lender to any successor in interest the commandor offers to make an award or settle a claim for damages, Borrower will, to recompense Lender for damage, either to restoration or repair of the Property or to make an award or settle a claim for damages, Borrower will, to recompense Lender for damage, either to restoration or repair of the Property or to make an exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The successors and agreeements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security instrument.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges and this 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 limit, 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 exceed permitted limits will be refunded to Lender. 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 preparation charge under the Note.

If 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 or by mailing it to the post office of the postmaster of the town where Borrower resides. The notice shall be directed to the postmaster of the town where Borrower resides. Any notice to Borrower provided for in this Security instrument shall be given by first class mail to or by mailing it to the post office of the postmaster of the town where Borrower resides. The notice shall be given by first class mail to or by mailing it to the post office of the postmaster of the town where Borrower resides.

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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.

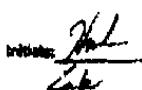
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns,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

95840451
TSP Office


John
Lamb

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My Company Banker, I, HILTON M. KAUFMAN and LINDSAY ANNE KAUFMAN, Husband and Wife, do hereby certify that we have this day delivered to the foregoing instrument, subscribed to the same person(s) whose name(s) is/are *HILTON M. KAUFMAN* and *LINDSAY ANNE KAUFMAN*, 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)

that HILTON M. KAUFMAN and LINDSAY ANNE KAUFMAN, Husband and Wife, a Notary Public in and for said County and State do hereby certify that

STATE OF ILLINOIS

Borrower: _____
(Seal)

Borrower: _____
(Seal)

Borrower: _____
(Seal)

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

24. Rights to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
26. Right to Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.
27. Right to Redue. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph preceding. Lender shall be entitled to repossess without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the note. Lender, at its option, may require immediate payment in full of all sums non-existent of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on the date specified by this Security Instrument, Lender may judicially proceed against the Borrower or any other party by judgment, foreclosure by judgment proceeding and sale of the Property. The notice shall further secure by this Security Instrument, foreclose the date specified in the note may result in acceleration of the sums due failure to cure the default or before the date the notice is given to Borrower, by which the default must be cured; and
- (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 note may result in acceleration of the sums due applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

(Check applicable box(s))

1-4 Family Rider

2-5 Codominium Rider

3-6 Adjustable Rate Rider

4-7 Planned Unit Development Rider

5-8 Biweekly Payment Rider

6-9 Rate Improvement Rider

7-10 Second Home Rider

8-11 Balloon Rider

9-12 Graduated Payment Rider

10-11 Other(s) (specify)

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ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

LOAN NO. KAUFMAN

*Lor
Haw*

PARCEL 1: UNIT 305 IN 6040 TROY CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOT 14 (EXCEPT THAT PART THEREOF TAKEN FOR LINCOLN AVENUE) WHICH LIES EAST OF THE EAST LINE (PRODUCED SOUTH) OF LOTS 1 TO 13 INCLUSIVE AND EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE (PRODUCED SOUTH) OF LOTS 1 TO 13 105.51 FEET MORE OR LESS SOUTH OF THE SOUTHEAST CORNER OF SAID LOT 13 (SAID POINT OF BEGINNING BEING THE NORTH FACE OF CONCRETE DECK); THENCE EAST ON SAID NORTHERLY FACE OF A CONCRETE DECK, 4.48 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID CONCRETE DECK; THENCE SOUTH ON THE EAST FACE OF SAID CONCRETE DECK, 3.83 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EAST LINE (PRODUCED SOUTH) OF LOTS 1 TO 13 INCLUSIVE, ALL IN KRENN AND DATO'S LINCOLN KEDZIE ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24975261 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER 19 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID AS DOCUMENT 24975261 IN COOK COUNTY, ILLINOIS

PARCEL 3: EASEMENT APPURTEnant TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENT RECORDED SEPTEMBER 25, 1963 AND RECORDED OCTOBER 1, 1963 AS DOCUMENT 18928286 OVER AND UPON A STRIP OF LAND 20.0 FEET WIDE ACROSS LOT 14 (EXCEPT THAT PART THEREOF TAKEN FOR LINCOLN AVENUE) WHICH LIES WEST OF AND ADJOINING THE EAST LINE (PRODUCED SOUTH) OF LOTS 1 TO 13 INCLUSIVE ALL IN KRENN AND DATO'S LINCOLN KEDZIE ADDITION TO EDGEWATER BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Property of Cook County Clerk's Office

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Loan # KAUFMAN *Tak*
2nd

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27th day of November, 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

SECURITY FEDERAL BANK, A F.S.B.

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

6040 N. TROY, UNIT 305, CHICAGO, ILLINOIS 60659
[Property Address]

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

HALLMARK & JOHNSON

[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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FMP MORTGAGE FORMS - 1000521-7291

Initials: *Tak*
Tak

35840451

UNOFFICIAL COPY

95840451

Borrower _____
(Seal)

Borrower _____
(Seal)

LENDER'S NAME & SIGNATURE *Lindsay M. Kuehne* *JL*
Borrower _____
(Seal)

HILTON H. KUEHNE *HHL*
Borrower _____
(Seal)

Lindsay M. Kuehne *JL*

Rider.

BY SIGNING BELOW, Borrower recites and agrees to the terms and provisions contained in this Conditional Judgment Rider to Borrower requesting payment.

bear interest from the date of 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 item. Any amounts due and by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security Instrument. If Borrower does not pay judgments dues and assessments when due, then Lender may pay F. Remedies. If Borrower does not pay judgment dues and assessments when due, then Lender may pay amounts incurred by the Owner Association unacceptable to Lender.

(e) 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 Owner benefits of Lender;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express purpose of terminating by abandonment or eminent domain;

(i) the abandonment or termination of the Conditional Judgment 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 willfully committed, 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 in connection with any condemnation or other taking of all or any part of the Property, whether or the common elements, or for any conveyance in lieu of condemnation, or hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as unit of the common elements, or for any conveyance in lieu of condemnation, or hereby assigned and shall be paid to Lender.

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