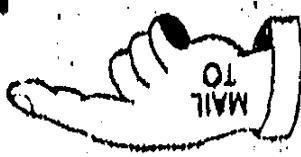


# UNOFFICIAL COPY

PREPARED BY AND MAILED TO:

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181



LOAN # 1752069

95018443

[Space Above This Line For Recording Date]

## MORTGAGE

DEPT-D1 RECORDING \$37.50  
T80011 TRAN 5224 01/10/93 14:22:00  
99458 P RV 95-018443  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on December 16th, 1994. The mortgagor is MARIA F. MARZULLO, DIVORCED, NOT REMARRIED and ELIO MARZULLO, MARRIED TO MAYA MARZULLO.

("Borrower"). This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1048 WEST LAKE STREET, OAK PARK, IL 60301

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

FORTY-SIX THOUSAND TWO HUNDRED & 00/100

Dollars (U.S. \$ 46,200.00).

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, 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 TAX ID #: 17-03-200-066-1073 VOL. 496 COOK County, Illinois:

SEE ATTACHED ADDENDUM "A"

95018443

which has the address of 30 E. BLM #14C  
Illinois 60611

CHICAGO  
(Zip Code) ("Property Address").

(State, City).

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 8/91  
MORTGAGE FORMS - (800)585-2201

Page 1 of 8



1752069

3750  
JFA

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day when any liability payable under the Note, until the Note is paid in full, and on (a) quarterly taxes and assessments which may ultimately priority over the Security Interest as a lien on the Property; (b) quarterly lease payments; (c) yearly attorney's fees; (d) yearly blood quantum security interest; (e) any sums payable by Borrower to Lender, in accordance with this Agreement; (f) yearly administration fees; and (g) any other amounts due under the Note.

**BROKERS' GOVERNANTS** that Borrower is lawfully entitled to the entire homestead and lands the right to mortgage, all of the foregoing in relation to in due Securily Lender's interest in the Property.

**THIS SECURITY INSTRUMENT** conveys the title to the Property subject to the encumbrance except for the amount necessary of record, Borrower warranting and conveying the Property and that the Property is lawfully vested in the estate hereby conveyed and his the right to mortgage, will defend personally the title to the Property against all claims and demands, subject to any encumbrance of record.

**THIS SECURITY INSTRUMENT** conveys the title to the Property in accordance with the terms and conditions herein set forth, Borrower warranting and conveying the Property and that the Property is lawfully vested in the estate hereby conveyed and his the right to mortgage, will defend personally the title to the Property against all claims and demands, subject to any encumbrance of record.

**UNIFORM GOVERNANTS**, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the

**RESCUE** **WITNESS** **TO** **THE** **IMPROVEMENTS** **MAD** **BY** **THE** **PROGRESSIVE** **ARMED** **FORCES** **OF** **THE** **UNITED** **STATES** **IN** **THEIR** **DEFENSE** **OF** **THE** **FREE** **PEOPLES** **OF** **THE** **AMERICAN** **CONTINENT**.

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**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 do so by 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 right 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by 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

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Landlord  
Borrower  
Form 304 9/90

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✓ 68CLD (9/90)

be severable.

Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be contingent with the Property is located. In the event that any provision of this Security Instrument or the Note which can be inconsistent in which the Property is provided by the Lender under circumstances of change of title to the Note shall be disregarded.

13. **Nonenforcing Laws Severability.** This Security Instrument shall be governed by federal law and the law of the state where it is located.

Instrument shall be deemed to have been given to Borrower or Lender who is given in this paragraph.

addressed hereinafter or any other address designated by notice to Lender. Any notice to Borrower or Lender shall be given by first class mail unless application law requires use of another method. The notice shall be directed to the Property Address by first class mail unless application law requires use of another method. Any notice shall be given by first class mail to Lender's any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail to Lender's address as stated hereinafter or any other address designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by delivering it to the Lender. If a refund occurs principal, the reduction will be treated as a partial payment without any prepayment charge. Borrower may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Lender. Any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower permitted limit. And (b) any sums already collected from Borrower which exceed permitted limits will be reduced to 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) if finally interpreted so that the instrument is subject to a law which sets maximum loan under the Note.

15. **Loan Changes.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charged.

make any accommodations with regard to the terms of this Security Instrument or the Note, without limit Borrower's options. Secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or reschedule in the terms of this Security Instrument (d) is not personally obligated to pay the sums Borrower's interest in the Property under the Note: (a) by co-signing this Security Instrument only to Borrower, grant and convey title instrument that does not exceed the Note; and (b) any such loan charge shall be joint and several Any Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns of Lender and Borrower shall be liable for any sums due under the Note.

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the time of recording.

16. **Borrower Not Releasable; Joint and Several Liability.** Co-Lenders. The convenants and agreements of this Security and Assigee Benefit Joint and Several Liability, Co-Lenders. The convenants and agreements of this Security instrument are binding on all the parties to this instrument of record.

17. **Borrower Not Responsible; Waiver; Waiver of Subsequent Payments.** The date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Lender and Borrower otherwise in writing, any application of proceeds to principal shall not exceed or postpone by this Security instrument, whether or not the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice to Borrower to Lender that the condemnor offers to make 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 any sum due under the Note or otherwise modify the Note or to the sum secured by this Security instrument, whether or not the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Sum secured by this Security instrument whether or not the sum are then due.

Borrower and Lender otherwise agree to writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking is less than the amount of the sum secured immediately before the taking, unless Paking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the sum secured immediately before the taking, divided by (b) the fair market value of the following fractions: (a) the total amount of the sum secured immediately before the taking, unless the taking is less than the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sum secured immediately before the taking, unless the taking is less than the amount of the proceeds multiplied by the following, the sum secured by this Security instrument shall be reduced by the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument shall be reduced the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument shall be reduced the taking, unless the taking is equal to or greater than the amount of the sum secured by this Security instrument.

value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument shall be reduced the taking, unless the taking is equal to or greater than the amount of the sum secured by this Security instrument.

whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument.

In the event of a partial taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument, or other taking of any part of the Property, or for conveyance in lieu of condemnation, use hereby assigned and condemned.

18. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any proceeding of the Property immediately before the taking, unless the taking is equal to or greater than the amount of the sum secured by this Security instrument.

Borrower notice at the time of or prior to an application specifying reasonable cause for the inspection.

19. **Lawsuit.** Lender or its agent may make reasonable efforts upon and inspect a portion of the Property. Lender shall give

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**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. These 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 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 sums secured 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 sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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This instrument was prepared by  
DERRINGER FORTNER / 1901 SOUTH MERRICK ROAD, SUITE 300  
MILWAUKEE MOTORCAR SERVICE, INC.  
1901 SOUTHLAKE TERRACE, IL 60181

Digitized by srujanika@gmail.com

1. **The United States** - A Nation founded in and for individual country and state autonomy under the federal government.

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## ~~SIGNIFYING RAVES~~

জনসভা  
(জন্ম)

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ANSWER  
(ANS)

• 49

JOURNAL  
(post)

BY SIGNING THIS FORM, YOU AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY CREDIT(S) EXTENDED BY YOUR CREDITOR AND RECORDED WITH IT.

<input checked="" type="checkbox"/> Admitted Rider	<input type="checkbox"/> Conditional Rider	<input type="checkbox"/> Intermediate Rider	<input type="checkbox"/> Advanced Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> 1st Family Rider	<input type="checkbox"/> 2nd Family Rider	<input type="checkbox"/> 3rd Family Rider	<input type="checkbox"/> 4th Family Rider	<input type="checkbox"/> Other [Specify]
<input type="checkbox"/> Adult	<input type="checkbox"/> Child	<input type="checkbox"/> Senior	<input type="checkbox"/> Infant	

24. Relying on this security instrument, it one or more times are executed by Borrower and recorded together with this  
agreement and other areas of this Security instrument as it the rider(s) were a part of this Security instrument.

22. We believe that the Board of Directors will give full weight to homocultural exception in the property.

22. **Renters.** Upon payment of all sums accrued by this security instrument, lessor or his agent shall release this security instrument.

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1752065

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 16th day of December, 1994, 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

THE FIRST NATIONAL BANK OF CHICAGO

(the "Lender")

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

30 EAST RLM #14C CHICAGO, ILLINOIS 60611

### [Property Address]

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

30 EAST RLM CONDOMINIUM

### [Name of Condominium Project]

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

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

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

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

(i) Lender waives the provision in Uniform Covenant 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 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 cause that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the

MULTIBSTATE CONDOMINIUM RIDER • Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 2

Form 3140 9/90

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Initials X

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unit or of the common 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.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the 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 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; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**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 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.

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

*Maria F. Marzullo* \_\_\_\_\_ (Seal)  
MARIA F. MARZULLO  
Borrower

*John Marzullo* \_\_\_\_\_ (Seal)  
JOHN MARZULLO  
Borrower

\_\_\_\_\_ (Seal)  
Borrower

\_\_\_\_\_ (Seal)  
Borrower

ADDENDUM "A"  
LAW # 1752065  
MARIA F. MARZULLO  
BLITO MARZULLO

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## LEGAL DESCRIPTION

UNIT 14-C, IN 30 EAST ELM CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 6 TO 9 IN SUBDIVISION OF SOUTH 1/2 OF ORIGINAL BLOCK 1 (EXCEPT THE WEST 132.5 FEET THEREOF) IN SUBDIVISION BY THE COMMISSIONERS OF ILLINOIS AND MICHIGAN CANAL OF SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 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 NUMBER 25147097 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

95018443

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Property of Cook County Clerk's Office