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DEPT OF RECORDING \$43.50
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16409 LKV 4-26-226629
COOK COUNTY RECORDER

(M10/20f 2, 2005412 bp [Space Above This Line For Recording Data])

MORTGAGE

951222364

43'11

THIS MORTGAGE ("Security Instrument") is given on MARCH 21ST, 1996. The mortgagor is DAVID WIERMAN, AN UNMARRIED PERSON and APRIL BEVERLY, AN UNMARRIED PERSON ("Borrower"). This Security Instrument is given to PRISM MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 350 W. HUBBARD ST., SUITE 212, CHICAGO, IL 60610 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED FIFTY EIGHT THOUSAND ONE HUNDRED AND NO/100

Dollars (U.S. \$ 258,100.00).

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 APRIL 1, 2003. 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:

SEE ATTACHED

P.I.N. 14 20 320 034 0000

which has the address of 1542 W SCHOOL #1542-D, CHICAGO,
[Street] [City]
Illinois 60657
[Zip Code] ("Property Address");

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Note

paragraphs 1 and 2 shall be applied first, to the extent that the property is held under the Note, second, to amounts payable under paragraph 2, third, to interest due, to the extent that the property is held under the Note, to any late charges due under the Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under either application or side of the Property, shall apply to funds held by Lender at the time of acquisition of such as a credit and funds held by Lender. If, under paragraph 2, Lender shall require or sell the Property, Lender, prior to the date of payment in full of all sums accrued by the Security instrument, Lender shall promptly refund to Borrower

any funds made up by Lender in no more than what monthly payments, if Lender's sole discretion, Borrower shall make up the difference in no more than what monthly payments, and in such case Borrower shall pay to Lender the amount necessary to make up the difference. Borrower funding, and, in such case Borrower shall pay to Lender the amount necessary to pay the Escrow items when due, Lender may to fully Borrower held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may to fully Borrower in the event of a default in payment of any item, unless otherwise provided in applicable law. If the amount of the funds

Borrower for the excess funds in accordance with the requirements of applicable law. Lender shall account to Lender funds held by Lender exceed the amounts secured by this Security instrument, unless otherwise provided in the agreement, and showing credits and debits to the Funds used the purpose for which each debt to the Funds was made. The funds are pledged as additional security for all sums secured by this Security instrument, unless otherwise provided in the funds, shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the funds required to pay Borrower any interest or attorney's fees on the Funds. Borrower and Lender may agree in writing, however, provides otherwise. Unless an agreement is made or applicable law requires it to be paid, Lender shall not be liable for any expense incurred by Lender to make such a charge. However, Lender may require to pay a one-time charge for an expense of attorney's fees or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applying to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, usually understanding Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender is such an institution or in any Federal Home Loan Bank. Lender shall hold only to an account of otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or only items of otherwise in accordance with applicable law. The amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may demand payment of funds held by Lender under the Radial 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 that applies to the Funds sets a lesser amount. If so, Escrow account under the Radial Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 amount not to exceed the maximum amount a lender for federally related mortgage loan may require for Borrower's insurance premiums. These items are called "Escrow items". Lender may, at any time, collect and hold Funds in an payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums or insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums yearly leasehold payments or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (a) yearly taxes and assessments which may attach over this Security instrument as a lien on the Property; (b) yearly flood insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) any

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 the Note.

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

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

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

APPURTENANCES, and fixtures now or hereafter a part of the property. All replacements and additions shall also be

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LEGAL DESCRIPTION

UNIT 1-1/2 A IN HENDERSON SQUARE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE SOUTH 1/2 OF LOTS 29 TO 14, BOTH INCLUSIVE, AND THE SOUTH 1/2 OF LOT 35 (EXCEPT THE EAST 5 FEET THEREOF) IN, IN BLOCK 1 OF STICKEL AND HUFMAYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

ALL THAT PART OF THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY IN BLOCK 1 OF STICKEL AND HUFMAYER'S SUBDIVISION LYING EAST OF AND ADJACENT TO LOTS 19 THROUGH 20 IN SAID BLOCK 1, AND LYING SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF LOT 29 IN SAID BLOCK 1, ALL IN THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 95491001, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

"MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNEES, ALL RIGHTS AND EASEMENTS APPURTELLANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM."

"THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

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Property of Cook County Clerk's Office

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a 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 attain priority over 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 the 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 damages 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.

8. 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 judgement 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,

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interest of Borrower shall not operate to release the liability of the original Securitization or Borrowers successors in

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of time for payment of

payments unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repayment of the Property or to the sums secured by this Security Instrument, whether or not due.

make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is entitled to sue for the amount of the Property less than due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to sell the Security instrument whether or not the sums are due,

agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by less than due in which the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise event of a partial taking of the Property immediately before the taking, Any balance shall be paid to Borrower. In the (b); the fair market value of the Property immediately before the taking. Any balance shall be divided by multiplied by the following fraction: (a) the total amount of the sums secured immediately after the taking, divided by agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds in which the fair market value of the Property immediately before the taking is equal to or greater than the Property instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than due, the proceeds shall give Borrower notice at the time of prior to an inspection specifically regarding cause for the inspection.

10. Condemnation. The proceeds of any award of 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 the Lender.

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender

shall give Borrower notice at the time of prior to an inspection specifically regarding cause for the inspection.

8. Mortgage Insurance. If Lender requires a mortgage insurance as a condition of making the loan secured by

applicable law.

requirement for adequate insurance ends in accordance with any written agreement between Borrower and Lender or shall pay the premiums required to maintain coverage insurance in effect, or to provide a loss reserve, until the Lender (borrower) provided by an insurer approved by Lender again becomes available and is obtained. Borrower longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no premium being paid by Borrower when the insurance coverage instead of one-twelfth of the yearly mortgage insurance available Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage is not determined mortgagor insurer approved by Lender. If subsequently equity interest mortgagor in effect, from an of a cost subsistingly due to the cost to Borrower of the mortgage insurance previously in effect, from an pay the premiums due to certain coverage substantially equivalent to the mortgage insurance previously in effect, for any reason, this coverage insurance required by Lender imposed to be in effect, Borrower shall this Security instrument, Borrower shall pay the premium mortgage insurance in effect. If, any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by

Borrower requesting payment before the date of disbursement of the Note and shall be payable, with interest, upon notice from Lender to this Security instrument. Unless Borrower and Lender agree to other terms of payment, those amounts shall bear interest at the rate of 12% per annum.

Although Lender may take action under this paragraph 2, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorney's fees and attorneying on the Property to make repairs, Property Lender's actions may include paying any sums secured by a loan which has priority over this Security the Lender may do and pay for whatever is necessary to protect the value of the Property and Lenders rights to the Property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws of reorganization).

contained in this Security instrument, or there is a legal proceeding that may affect Lender's rights in the Property, the Borrower shall defend the Borrower against all claims to the property in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and stipulations of a lessee, the lessee and the lessor shall sue for damages to the property in writing.

agreements concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a lessee, Borrower shall comply with the provisions of the lease. If Borrower occupies too little to the

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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 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 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 the 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 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.

22. 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 recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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[Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> VA Rider | <input type="checkbox"/> Other(s) (specify) | |

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

Witnesses:

(Seal)
-Borrower

APRIL BEVERLY

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

DAVID WIERMAN

STATE OF ILLINOIS,

County of:

I, *Notary Public*, a Notary Public by and for said county and state do hereby certify
that DAVID WIERMAN, AN UNMARRIED PERSON and APRIL BEVERLY, AN UNMARRIED PERSON

, personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes
therein set forth.

Given under my hand and official seal, this

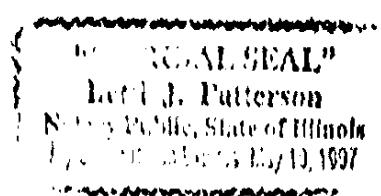
21st day of March, 1976.

My Commission Expires:

J. Patterson
Notary Public

THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
1112 S. WASHINGTON ST.
NAPERVILLE, IL 60540

WHEN RECORDED RETURN TO:
MIDAMERICA FEDERAL SAVINGS BANK
1112 S. WASHINGTON ST.
NAPERVILLE, IL 60540



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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21ST day of MARCH 1996, 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

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
1542 W SCHOOL #1542-D, CHICAGO, IL 60651

[Property Address]

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

[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 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

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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 of the 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, the 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.

DAVID MIRMAN

(Seal)
Borrower

APRIL BEVERLY

(Seal)
Borrower

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made on 21st day of MARCH, 1996,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to
Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the
Borrower's Note to PRIM. INVESTMENT (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:
1545 W. SCHOOL #1542-D, CHICAGO, IL 60657

[Property Address]

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

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

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of APRIL 1ST, 2026, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

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

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3. CALCULATING THE NEW NOTE RATE

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

4. CALCULATING THE NEW PAYMENT AMOUNT

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

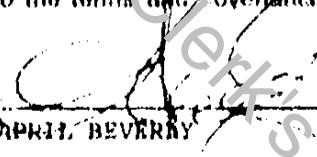
5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

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


DAVID WIERMAN

(Seal)
Borrower


APRIL BEVRY

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

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