97403011

DEFT-91 RECORDING

T45010 TRAN 7998 05/06/97 11:32:00

\$1491 CJ *-97-403011

COOK COUNTY RECORDER DEFT-DI RECORDING

\$39.50

T42010 TRAN 7998 86/86/97 11:32:00

\$1489 \$ C.J *- 99 COOK COUNTY RECORDER

dment was prepared by: NTTAN MORTGAGE CORPORATION ORTH COURT 60067

MORTGAGE

60114511 1601145115

THIS MORTGAGE ("Survivy Instrument") is given on May 29, 1997

The mongagor is

CHERIE A KNOBLOCK, UNMARRIED

("Bortower").

Dollars

This Security Instrument is given to

CHASE MANHATTAN MORTGAGE CORPORATION

under the laws of the State of New Jersey and phose address is

343 THORNALL ST

aus. s

EDISON NJ 08837 ("Lender").

which is organized and existing

Borrower owes Lender the principal sum of

125,000.00

One Hundred Twenty-Five Thousand, and 00/100

). 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 raid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note,

with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

UNIT 1-609 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN RIVER POINTE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97131342 AND AS AMENDED FROM TIME TO TIME, IN PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN# 09-17-416-004-0000 PIN# 09-17-416-003-0000 PIN# 09-17-416-005-0000 PIN# 09-17-416-008-0000 PIN# 09-17-416-010-0000 PIN# 09-17-416-009-0000

PIN# 09-17-416-022-0000

Form 3014 9/90

675 PEARSON ST UNIT 609, DES PLAINES, IL 60016

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Berrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day would payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, a 'ny time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loar may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Pinds due on the basis of current data and reasonable estimates of expenditures of future 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 an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower or irrest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to me Funds and the purpose for which each debit to the

Funds was made. The Funds are pledged as additional security for all suns accured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held to applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to any outs payable under

Paragraph 2; third, to interest due, fourth, to principal due; and last, to any late charges due under the Note

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

97407011

(1612 .will) COST-SAME examples C-1302FL 54 3 046 (BCA, 10794) INTINOIS-SINCITE EVAIDA-ENWALHI WC RAIEOFA INSTRUMENT

ONR FIDE MOT

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 19. Condennation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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

A. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

inguismee ends in accordance with any written agreemen between Borrower and Lender or applicable law. the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or cessed to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mongage insurance previously in effect, from an alternate mongage insurer approved by Lender. If to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, 8. Mortgage insurance. If Lender required mortgage insurance as a condition of hading the loan secured by this

requesting payment. interest from the date of disbursement at the Note rate and shall be payable, with interest, thou notice from Lender to Borrower secured by this Security Instrument. Unless Borrower and Lender sgree to other terms is payment, these amounts shall best does not have to do so. Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower anomeys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender include paying any sums secured by a lien which has priority over this Security less appearing in court, paying reasonable pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may a proceeding in bankrupicy, probate, for condemnation or forfeiture or to entor te laws or regulations), then Lender may do and in this Security Instrument, or there is a legal proceeding that may signine mily affect Lender's rights in the Property (such as

7. Protection of Lender's Rights in the Property. If Borcor (at lails to perform the covenants and agreements contained descended and the fee title shall not merge unless Lender agrees to the merger in writing. a lesschold, Borrower shall comply with all the provisions of 'he lesse. If Borrower acquires fee title to the Property, the to, representations concerning Borrower's occupancy of the Mayerty as a principal residence. If this Security Instrument is on to provide Lender with any material information) in come, in with the loan evidenced by the Note, including, but not limited Borrower, during the loan application process, gave noter tily false or inaccurate information or statements to Lender (or failed impairment of the lien created by this Security lichter and or Lender's security interest. Borrower shall also be in default if that, in Lender's good faith determination, preclud a forteiture of the Borrower's interest in the Property or other material cure such a default and reinstate, as provided in Pregraph 18, by causing the action or proceeding to be dismissed with a ruling Property or otherwise materially impair to the created by this Security Instrument or Lender's security interest. Borrower may the Property, allow the Property to determine, or commit waste on the Property. Borrower shall be in default if any forfeitne action or proceeding, whether civil or crimpal, is begun that in Lender's good faith judgment could result in forfeitner of the or unless extenuating circumstances exist which are beyond Borrower's countol. Borrower shall not destroy, damage or impair year stier the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld. execution of this Security Institute a rate and shall continue to occupy the Property as Borrower's principal residence for at least one Lesscholds. Borrower stall Accupy, establish, and use the Property as Borrower's principal residence within sixty days after the Occupation, Maintenance and Protection of the Property; Bostower's Louis Application;

immediately prior to the requirition. to the Property pieck to the acquisition thall pass to Lender to the extent of the sums secured by this Security Instrument Paragraph 21 de Processy is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage posipone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. If under Unless Leader and Borrower otherwise sgree in writing, any application of proceeds to principal shall not extend or

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

Lender. Lender may make proof of loss if not made promotily by Borrower. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promotly give to Lender all receipts

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7. which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including

C-1302LT Page 4 of 6 (Rev. 10/94)

00/Q +10£ mo7

ALL MOST STATES FAMILY FRANCHELIMC UNIFORM INSTRUMENT

all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any instrument; or (b) cany of a judgment enforcing this Security instrument. Those conditions are that Borrower: (a) pays Lender applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale comained in this Security enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Bight to Belaviste. If Borrower meets centain conditions, Borrower shall have the right to have

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

if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

of this Security Instrument.

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

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

to be severable.

CHAIR MARK LODG (BAN) MONING

given effect without the conflicting provision. To this end the provisions of this Security Instructor and the Note are declared conflicts with applies dew, such coullier shall not affect other provisions of this Security instant or the Note which can be 15. Coversing Law; Severability. This Security instrument shall be governed by federal law and the law of the limitediction in which the Property is located. In the event that any provision or clause of the Security instrument of the Note

instrument shall be deemed to have been given to Bonower or Lender when given so provided in this paragraph. address stated berein or any other address Lender designates by notice to Bornews. Any notice provided for in this Security or any other address Borrower designates by conice to Lender. Any conice to Lender shall be given by first class mail to Lender's

it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address 14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing

under the Mote. Bostower. If a refund reduces principal, the reduction will be tie to as a partial prepayment without any prepayment charge kender may choose to make this refund by reducing the princital owed under the Note or by making a direct payment to permitted limit; and (b) any sums already collected from Berron er which exceeded permitted limits will be refunded to Borrower. exceed the permitted limits, then: (a) any such losn charge and) be reduced by the amount necessary to reduce the charge to the and that law is finally interpreted so that the interest or case, loan charges collected or to be collected in connection with the loan

13. Loun Charges. If the loan secured by this recurity instrument is subject to a law which sees maximum loan charges. or make any accommodations with regard to the large of this Security Institution of the Note without the Borrower's consent. secured by this Security Instrument, and (c) spices that Lender and any other Borrower may agreed to extend, modify, forbear Bostower's interest in the Property under the terms of this Security Institution; (b) is not personally obligated to pay the sums instrument but does not execute the More: (a) is co-signing this Security Instrument only to mongage, grant and convey that Security Instrument shall bind and tenefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's coverants and spreaming shall be joint and several. Any Borrower who co-signs this Security 12. Successors and he gre Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this

preclude the exercise of any right or remedy.

Bostower's successors in in orsa. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or amostization of the sum secured by this Security Instrument by reason of any demand made by the original Borrower or de required to com et proceedings against any successor in interest or refuse to extend time for payment or otherwise modify Borrower shall n.s. sprease to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not modification of Arortization of the sums seemed by this Seemity Instrument granted by Lender to any successor in interest of 11 Lorrower Not Released; Forbenzace by Leader Not a Waiver. Extension of the time for payment or

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

secured by this Security Instrument, whether or not then due. Lender is amborized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums an award or sende a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make

to the sums secured by this Security Instrument whether or not the sums are then due. uniess Borrower and Leader otherwise agree in writing or uniess applicable law otherwise provides, the proceeds shall be applied value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the tair marker total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (2) the by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums the fair market value of the Property immediately defore the taking is equal to or greater than the amount of the sums secured instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the property in which In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

shall be paid to Lender.

default of any other covenants or agreements: (c pay) all expected incurred in outstring 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 stall romptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulaters agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has a mul 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 a contance 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 comaining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means followed laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower as a Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give active 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 is the notice may result in acceleration of the same secured by this Security Instrument, foreclosure by judicial proceeding and the right to acceleration 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 pay count in full of all same 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 pursating 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, Leader 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 provided 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.

The following riders are attached: Condominium Rider MORTGAGE RIDER - NOTICE TO MORTGAGOR

CHERIE A KNOBLOCK	 	

Service Salver This Liter For Acknowledgement]

STATE OF ILLINOIS, County of COOK

55

I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that CHERIE A KNOBLOCK, UNMARRIED

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

Given under my hand and official seal, this 29th

My Commission expires:

day of / May. 1997

freering!

Netwy Palex

MAIL TO:

CHASE MANHATTAN
MORTGAGE CORPORATION
625 NORTH COURT, SUITE 230
PALATINE, 8, 80067

Prepared By: ROSE ZURAWSKI

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT C-120SLT Page 6 of 6 (Rev. 10/94)

Replaces MAR-1205 (Rev. 591)

Form 3014 9/90

377070TL

Property of Cook County Clerk's Office

CHASS MAMATICAL PORT TO A GEORGE STITE 230 PER THE 230

974000

UNOFFICIAL COPY

MORTGAGE RIDER

60114511 NOTICE TO MORTGAGOR

> THE PROVISIONS OF THIS RIDER SURSTANTIALLY MODIFY THE TERMS OF THE LOAN, DO NOT SIGN THE NOTE OR THE SECURITY MISTRUMENT WILLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

REDER TO MORTGAGE BY AND BETWEEN CHERIE A KNOBLOCK, UNI	MARRIED	(THE "MORTGASOR")
CHASE MANHATTAN MORIGATE CORPORATION	(THE "LENDER")	
The Mortgagor is executing simultaneously here a third certain mortgage, deted_ the "Loan" made by CHASE MANHATTAN MOPTIGAGE CORP Lander	MAY 29 In the amount of \$, 199 7 (the "Security instrument") to secure a lean 125,000.00 to the Mortgager, evidenced by
a note (the "Note") of even date horsenith. It is expected σA the Lean will be pure condition of the making of the Lean that the Mortgagor execut, this Nider.	chased by the Minois H	lousing Development Authority (the "Authority"). It is a
le consideration of the respective covenants of the parties contained as an Security beand sufficiency of which are acknowledged, Mortgagor and Lender further section		e good and valuable consideration, the monips, adequacy
 The rights end obligations of the parties to the Security instrument a. C between the provisions of this Rider and the provisions of the Security is 		
2. Notwithstanding the provisions of Paragraph 6 of the Security instrume at any time and without prior notice, accelerate all payments due under law for breach of the Security instrument or Note, if (a) the Mortgagor as his or her permanent and primary residence; or (b) the statements of Authority Form MP-GA) are not true, complete and correct, or the Mortgagothe Lander or the Authority finds any statement contained in that Affidavit of Buyer are necessary conditions for	the Security in Institute, and control of fails to place of fails to place of fails to place of fails to abide by the fails to abide by the fails to be untrue. The Mort	nt and Note, and exercise any other remedy allowed by street the property described in the Security lestrument in the Affidavit of Buyer (Mineis Housing Development and any ants contained in the Affidavit of Buyer; or (c) the agreements and statements that the agreements and statements
3. The provisions of, this Rider shall apply and be effective only at such or is in the process of purchasing the Security Instrument and the Note. If the Authority selfs or otherwise transfers the Security Instrument and the apply or be effective, and this Rider shall be detached from the Security.	f the Authority does no Mote to exother individ	of gurchase the Security has ment and the Note, or if
	MORTGAGOR	
	CHERIE A	KONDELOCK
		



FORM MPS MOER AMERICEO 1/85

CONDOMINIUM RIDER

60114511 1601145115

THIS CONDY)MINIUM RIDER is made this

29th day of

May 1997 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

CHASE MANHATTAN MORTGAGE CORPORATION

a corporation organized and existing under the laws

of the state of New Jersey

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

675 PEARSON ST UNIT 609, LFS PLAINES, IL 60016

Property Address

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

RIVER POINTE CONDOMINIUM

Name of Condonument Project

(the "Condominium Project"). If the owners association or other early 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 to uses, proceeds and benefits of Borrower's interest.

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

- A. CONDOMINIUM OBLIGATIONS. Borrower shall perform all of Borrower's chilip ones under the Condominium Projects's Constituent Documents. The "Constituent Documents" are the: (i) Deciration 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 purcount to the Constituent Documents.
- B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance

MULTISTATE CONDOMINIUM RIDER-Single Family C-6017LT (5/96) Page 1 of 3 (Replaces 10/94)

Fact 3140 970

- 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 LIABLITY 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.
- 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 in 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 & not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Projecty 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 (are 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 capants 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.

MULTISTATE CONDOMINIUM RIDER-Single Family C-6017LT (5/96) Page 2 of 3 (Replace, 10/94)

Fem 3140 540

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

Aropology Ox Coop Colling CHERIE A KNOBLOCK

Free 3140 910

MULTISTATE CONDOMINIUM RIDER-Single Family

C-6017LT (5/96) Page 3 of 3 (Replaces 10/94)