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A. T. G. F.  
BOX 370

PLEASE RETURN TO:  
KISS, ROBERT & KYON, LTD, PC  
Attorneys At Law  
96 Kennedy Memorial Drive  
Elgin, IL 60120  
847-282-477

FILE NO. 97RES356  
Prepared by: LOIS A REDIGER  
HOME FEDERAL SAVINGS & LOAN  
ASSOCIATION OF ELGIN  
16 N SPRING ST, ELGIN, IL 60120

APPL# 001-70401016  
ML# 0030431746

# MORTGAGE

RE: ATTORNEY SERVICES

490,000.00

07415939

THIS MORTGAGE ("Security Instrument") is given on  
PATRICIA ELLEN REPP, AN UNMARRIED PERSON

MAY 28, 1997

The mortgagor is

("Borrower"). This Security Instrument is given to  
HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF ELGIN

37.00

which is organized and existing under the laws of THE UNITED STATES OF AMERICA  
address is 16 NORTH SPRING STREET, ELGIN, ILLINOIS 60120

and whose

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

FORTY FOUR THOUSAND AND NO/100

DOLLARS (U.S. \$ 44,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2017. 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 ATTACHMENT

\$37.00

which has the address of 1539 CORNELL PLACE, HOFFMAN ESTATES  
Illinois 60194 [Zip Code] ("Property Address");

[Street, City],

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 8/99  
Amended 5/01

615-1

Initialed: [Signature]  
-00(IL) (0602)



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TOGETHER WITH all the improvements now or hereafter made on the property, and all easements, rights, and interests in the property, and all other matters, and shall also be covered by this Security Instrument.

BORROWER CONSENTS that Borrower is hereby irrevocably and exclusively conveying and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower consents and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains certain covenants for interest and non-interest covenants with limited exceptions by jurisdiction to constitute a uniform security instrument covering all property.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any replacement and has changed the Note 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 monthly payments are due under the Note, and the Note is paid in full a sum ("Funds") for: (a) yearly taxes and assessments which may then be levied over the Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly bonded or property insurance payments; (d) yearly bond maintenance payments, if any; (e) yearly maintenance payments, if any; and (f) any other payments which may then be levied over the Security Instrument by Borrower to Lender, in accordance with the provisions of paragraph 2, in lieu of the payment of mortgage insurance premiums. There shall be no other "Funds" due.

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a liability related mortgage loan may require. At Borrower's option under the Uniform Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), within another law that applies to the Funds and a bank account, if in Lender's sole discretion, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a liability related mortgage loan may require. Lender shall not be required to pay a one-year charge for an independent real estate or reporting service used by Lender in connection with this loan, unless applicable law or another statute. Lender in agreement to make or applicable law requires taxes to be paid, Lender shall not be required to pay a one-year charge for an independent real estate or reporting service used by Lender in connection with this loan, unless applicable law or another statute. Lender in agreement to make or applicable law requires taxes to be paid, however, that interest shall be paid on a 1/2% basis. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which such debits to the Funds are made. The Funds are pledged as additional security for all sums secured by a Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in any time is not sufficient to pay the amount due when due, Lender may so notify Borrower, if any, 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 the Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall require or sell the Property, Lender, in the requirements or sale of the Property, shall notify any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by the 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 amounts payable under paragraph 2, and to interest due, fourth, to principal due, and last, to any late charges due under the Note.

4. Charges. Lender shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may then be levied over the Security Instrument, and household 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 this date in full. Borrower shall promptly furnish to Lender all records and documents which may then be levied over the Security Instrument, and shall promptly furnish to Lender records concerning the payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or obtains a release of the lien by, legal proceedings which in the Lender's opinion appear to protect the lien to satisfaction of the lien or (c) obtains from the holder of the lien an agreement satisfactory to Lender releasing the lien to satisfaction of the lien. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of this one or give of the release of the lien within 30 days of the giving of notice.

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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 deliver within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to 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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14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to the Borrower at the address last provided by the Borrower to the Lender for the purpose of giving notice. If the Borrower has provided an address for the purpose of giving notice, the Lender shall be deemed to have given notice to the Borrower at that address. Any notice provided for in this Security Instrument shall be deemed to have been given to the Borrower or Lender when given as provided in this paragraph.

15. **Assignment.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the terms of this Security Instrument conflict with applicable law, such conflict shall not affect the validity of this Security Instrument or the terms of this Security Instrument which do not conflict with applicable law. To the extent of the provisions of this Security Instrument and the terms of this Security Instrument which do not conflict with applicable law, the provisions of this Security Instrument shall prevail.

16. **Loan Changes.** If the loan secured by this Security Instrument is subject to a loan modification, the terms of the loan shall be deemed to be the terms of the loan as modified. Any such loan changes shall be subject to the terms of the loan as modified. Any such loan changes shall be subject to the terms of the loan as modified. Any such loan changes shall be subject to the terms of the loan as modified.

17. **Successors and Assigns.** The provisions and covenants of this Security Instrument shall bind and benefit the successors and assigns of the Borrower and the Lender. The provisions and covenants of this Security Instrument shall bind and benefit the successors and assigns of the Borrower and the Lender. The provisions and covenants of this Security Instrument shall bind and benefit the successors and assigns of the Borrower and the Lender. The provisions and covenants of this Security Instrument shall bind and benefit the successors and assigns of the Borrower and the Lender.

18. **Waiver.** The Borrower and the Lender hereby agree to waive and release the Borrower and the Lender from and against all claims, damages, losses, costs, expenses, and attorney's fees, including reasonable attorney's fees, that may be asserted against or incurred by the Borrower or the Lender in connection with the making, servicing, or enforcement of this Security Instrument. This waiver shall not be a waiver of or preclude the exercise of any right or remedy.

19. **Condemnation.** The proceeds of any award or claim for damages, loss or consequential, in connection with any condemnation or other taking of any part of the Property, or for expropriation in lieu of condemnation, are hereby assigned and shall be paid to the Lender.

20. **Insurance.** The Borrower shall maintain and keep in force fire and theft insurance on the Property. The Borrower shall maintain and keep in force fire and theft insurance on the Property. The Borrower shall maintain and keep in force fire and theft insurance on the Property. The Borrower shall maintain and keep in force fire and theft insurance on the Property.

21. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give the Borrower notice of the time of or prior to an inspection specifying reasonable cause for the inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give the Borrower notice of the time of or prior to an inspection specifying reasonable cause for the inspection.

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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 as any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

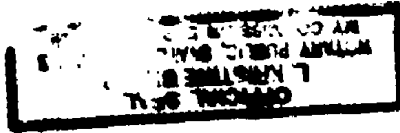
**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless 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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Form 994 999



My Commission Expires: 2-10-98

Given under my hand and official seal this 28th day of May, 1997, 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 acknowledged to me that he and I have signed and delivered the said instrument as the free and voluntary act, for the use and purpose therein set forth.

PATRICIA ELLEN BERRY, AN UNMARRIED PERSON

, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS      NAME      COUNTY OF

L. Kristi Bryer

\_\_\_\_\_ (Sole)

\_\_\_\_\_ (Joint)

\_\_\_\_\_ (Joint)

*Patricia Ellen Berry*  
PATRICIA ELLEN BERRY

*L. Kristi Bryer*

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

- VA Rider
- Balloon Rider
- Cashout Payment Rider
- Adjustable Rate Rider
- Contingent Rider
- Rate Improvement Rider
- Planned Unit Development Rider
- Condominium Rider
- Other(s) (specify)
- 1-4 Family Rider
- Dwelling Payment Rider
- Second Trust Rider

2A. Subject 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. (Check applicable box(es))

2B. Within 15 days of recording of this Security Instrument, Borrower shall pay any recording costs. 2C. Within 15 days of recording, Borrower waives all right of homestead exemption in the Property.

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## ATTACHMENT TO MORTGAGE

### LEGAL DESCRIPTION

Item 1: Unit 9E as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 21st day of December, 1973 as Document Number 2732977.

Item 2: An undivided .59172% interest (except the Units delineated and described in said survey) in and to the following described premises: Lots 1 to 22, both inclusive, Lots 27 to 39, both inclusive, also those parts of Lots 23 to 26, both inclusive, and of Outlot 1 falling in the Southeast Quarter of Section 7 (hereinafter described), all in Peter Robin Farms Unit Three, being a Subdivision of part of the East Half of Section 7, Township 41 North, Range 10 East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 17, 1973 as Document Number 2722849.

PERMANENT INDEX NO: 07-07-407-006-1040

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COOK COUNTY CLERK'S OFFICE

Which has the address of: 1539 CORNELL PLACE  
HOFFMAN ESTATES, IL 60197

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Property of Cook County Clerk's Office



### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 28TH 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

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF ELGIN

(the "Lender")

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

1579 CORNELL PLACE  
HOFFMAN ESTATES, ILLINOIS 60194

[Property Address]

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

MOON LAKE: I

[Name of Condominium Project]

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

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

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

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

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

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

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

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

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

**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

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

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Page 2 of 2

Page 2 of 2

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*(Faint, illegible text, possibly a signature or stamp)*

Property of Cook County Clerk's Office

RECORDING

137.00

14 00 13 15 54 00 00 00 06/18/97 12157100  
 45303 : TR # - 97 - 4 15939  
 COOK COUNTY RECORDER

BY SIGNING BELOW, Borrower, Lender and Guarantor agree to the terms and provisions contained in the Condominium  
 Plan.

to Borrower regarding payment of the debt or the payment of the Note and shall be payable, with interest, upon notice from Lender  
 by the Security Agreement. Lender and Lender agree to other terms of payment, date amounts shall be  
 due. Any amount advanced by Lender under this paragraph shall become additional debt of Borrower toward  
 Lender. If Borrower does not pay consideration due and amount when due, then Lender may pay  
 the amount of the debt or the payment of the Note and shall be payable, with interest, upon notice from Lender  
 to Borrower regarding payment of the debt or the payment of the Note and shall be payable, with interest, upon notice from Lender

(i) any action which would have the effect of reducing the public liability towards coverage  
 of the Condominium Association insurable to Lender.

(ii) maintenance of professional management and supervision of all management of the Condominium  
 Association;

(iii) any amendment to any provision of the Condominium Documents if the provision is for the express  
 benefit of Lender;

(iv) any amendment or condition of the Condominium Documents which is for the express  
 benefit of Lender;

(v) the abandonment or suspension of the Condominium Project, except for abandonment or  
 suspension required by law in the case of governmental expropriation by the or other county or in the case of a taking  
 by condemnation or eminent domain;

(vi) Lender's prior consent, other parties or substitute the Property or consent to:  
 Lender's prior consent. Borrower shall not, except after notice to Lender and with Lender's prior  
 consent, assign, lease, mortgage or otherwise encumber the Property or any part thereof.

(vii) Lender's prior consent. Borrower shall not, except after notice to Lender and with Lender's prior  
 consent, assign, lease, mortgage or otherwise encumber the Property or any part thereof.

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 consent, assign, lease, mortgage or otherwise encumber the Property or any part thereof.

(xv) Lender's prior consent. Borrower shall not, except after notice to Lender and with Lender's prior  
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