RECORD AND RETURN TO: PRISM MORTGAGE COMPANY

98452430

350 WEST HUBBARD-SUITE 222 CHICAGO, ILLINOIS 60610

DEPT-01 RECORDING

\$37.00

T+0009 TRAN 2649 06/01/98 09:47:00

\$5038 + RC #-98-452430

COOK COUNTY RECORDER

Prepared by: CECILLE DUNCAN NORTHBROOK, IL 80082

602862772

* OF THE PROPERTY

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 28, 1998 LISA PELLEGRINO, UNMARRIED

. The mortgagor is

("Borrower"). This Security Instrument is given to PRISM MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose

address is 500 SKOKIE BOULEVARD-SUITE 100

NORTHBROOK, ILLINOIS 60062

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

ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$ 115,400.00

This debt is evidenced by Borrower's note dated the same date as this Securi v Instrument ("Note"), which provides for

monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2028 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,

D extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to to protect the security of this Security Instrument; and (v) the performance of Borrower's covena as and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following to described property located in COOK County, Illinois:

PARCEL 1:

UNIT 1018-1 IN THE KENMORE/BARRY CONDOMINIUM, AS DELINEATED ON THE PLAT SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-29-203-021-0000

Parcel ID #:

Page 1 of 6

which has the address of 1018 WEST BERRY , CHICAGO Street, City ,

60657 Illinois

Zip Code ("Property Address");

ILLINOIS, Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90 Amended 8/96

-6R(IL) (8608) VMP MORTOAGE FORMS - (800)621-728) BOX 333-CTI

DPS 1089

Socurity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority ever of the lient of th or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the rating to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien Borrower shall prompily discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments o the person owed payment. Borrower shall promptly furnish to Lender all notices of anounts to be paid under this paragraph the manner of the manner provided in paragraph of 10 to 10 t which may strain priority down this Security Instrument, and leasehold payments of ground name, if any, Bottoweit shall be your manner on the security in the security in the security is and leasehold payment of ground name and in the security is all the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the securi Charges, Lieur Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

I and Z shall be applied. Mrst. to any prepayment charges due under the Nole; second, to amounts payable under paragraph 2. third, to interest due; fourth, to principal due; and last, to any late charges due under the Note, 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

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 Funds held by Lender, II, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior 1, the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly to Borrows and the security instrument, Lender shall promptly to Borrows and the security instrument, Lender shall promptly to Borrows and the security instrument.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow Rents when due, Lender rinsy so notify Borrower in writing, and, in such case Borrower in walk in such case Borrower in an about the factor of for the excess Funds in accordance with the requirements of applicable law. If the 2 no mit of the Funds held by Lender at any If the Funds held by Lender exceed the smounts permitted to be held by spilicable law, Lender shall account to Borrower

to the Funds was made are pledged as additional to have been by this Security Institutional and the security in the forms and the security in the forms and the security in th without charge, an annual accounting of the Funds, showing credits and the Funds and the purpose for which each Borrower and Lender may serve in writing, however, that interest shift he paid on the Funds Lender shall give to Borrower, without charges are sensing at the British of the Funds and the manual actions are sensing to the Funds and the ministration of the british and the ministration of applicable law requires interest to be paid, Lender shall not be ted lined to pay Borrower any interest or earnings on the Funder used by Lender in connection with this loan, unless applicable saw provides otherwise. Unless an agreement is made by a charge. However, Lender may require Borrower to pay a one-time charge for an independent neal estate tax reporting service verifying the Escrow Items, unless Lender pays Bor 20 for interest on the Funds and applicable law permits Lender to make such Escrow liens, Lender may not charge Borrower for bolding and applying the Funds, annually analyzing the escrow account, or the Funds and aminoshie for motion to mobe and annihilating and aminoshie for motion to mobe and annihilating and annihilating the escrow account, or (including Lender, if Lender is such an institution) or in any Federal Home Load Bank. Lender shall apply the Funds to pay the The Funds shall be held in an translation whose deposits are insured by a federal agency, insurmentally, or eating

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Sets a lesser amount. If he Let Cost may, at any time, collect and hold Funds in his amount not to exceed the lesser amount and to exceed the lesser amount. 1974 as emended from take o time, 12 U.S.C. Scotion 2601 et seq. (*RESPA*), unless another law that applies to the Funds To los somboods and und maken soulous ("A double lost of the lost Lender may, at any collect and hold Funds in amount of collect and hold Funds in the maximum amount of collect and hold Funds in the maximum amount of collect and hold Funds in the maximum amount of collect and produced in the following the the provisions of paragraph 8, in tien of the payment of mortgage insurance premiums. These items of the payment of mortgage insurance premiums, These items are called "Escrow Items," and and any contract of the payment of the paym The state of the s or ground rents on the Property, if any; (c) yearly hazard or property maurance premiums; (d) yearly flood maurance premiums. Sheanyay biodessol thiset (d) through an intermediate the second control of the shear the second control of th Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (*Funds*) for: (a) yearly lexes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Botrower shall pay to

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

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 lurisdiction to constitute a uniform security instrument covering real property. and will defend generally the fluid to the property against all claims and demands, subject to any encumbrances of record. giant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and convey the property and that the branch amount of the property and the sittle and all the property of the property and the property of the prope BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage

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

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not at swer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the injurince 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 prospone are one une unit or the month! 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 acquired a shall remark to the damage. 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 inc Toperty as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in wrizing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrowe,'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 I outer 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



or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 motice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

prepayment charge under the Note:

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any Borrower: Lender may choose to make this retund by reducing the principal owed under the Note or by making a direct to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refused to loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge. and that law to the interpreted on that the interest or other loan charges collected or to be collected in connection with the 13. Loan Charges. If the four secured by this Security Instrument is subject to a law which sets maximum four charges.

make any accommodations with regard to the terms of this Security Instrument or the Note without that Dorrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to evacually, forbest or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mangale, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower's covenants and agreements shall be joint and several. Any Borrower's covenants and agreements shall be joint and several. Security Instrument shall bind and benefit the successors and assigns of Lender and Berrower, subject to the provisions to

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. It's covenants and agreements of this exercise of any right or remedy.

successors in interest. Any forbearance by Lender in exercising any right or report shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any dentand made by the original Borrower or Borrower's commence proceedings against any successor in interest or refuse to extend on plyment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower or soccessors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument graves by Lender to any successor in interest of Borroweri that 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification

postpone the date of this monthly payments referred to in graphs I and S to change the amount of such payments,

Unless Leader and Borrower otherwise agree in within, any application of proceeds to principal aball not extend or secured by this Security Instrument, whether or not they die.

Lender is authorized to collect and apply the proceeds, of its option, either to restoration or repair of the Property or to the jums award or settle 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 Bortow ri, or if, after notice by Lender to Borrower that the condemnor offers to make an

be applied to the sums secured by this Security. Instrument whether or not the sums are then due. taking, unless Borrower and Lender of the wise agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the Property imme device the taking is less than the amount of the sums secured immediately before the before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair amount of the sums secured in a redistely before the taking, divided by (b) the fair market value of the Property immediately this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the load Security Instrument i or ediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this whether or not rise due; with any excess paid to borrower, in the event of a partial taking of the Property in which the fair

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument; shall be paid to Lender.

that Lender requires) provided by an insurer approved by Lender again becomes available and is optionized.

The premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

In the process of the process of any make reasonable entries upon and inspections of the Property. Lender shall give there notices at the time of or prior to an inspection specifying reasonable cause for the inspection.

In Condemnation, The process of any award or claim for damages, direct or consequential, in connection with any to condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and the condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 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 iteu, of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapaed or cessed to substantially equivalent mortgage insurance coverage is not available, Borrower stall pay to Lender sech month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender [1] obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. It Zorrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of r 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 attoriety 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 at 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 Hote or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Horrower. 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 he 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 aryone 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, have at 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



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me to be the same person(s) whose name(s) knowledged that for the uses and purposes therein set forth.	seared before me this day in person, and ac	subscribed to the foregoing instrument, app signed and delivered the said instrument as Given under my hand and official sea
		LISA PELLEGRIND, UNINARITED
Vitres ydered ob state bur vor biae tof l	DIM DESTANDE LANGUE DE	that in the underengance
SS Alm		STATE OF ILLINOIS, COOK,
	wwerted-	
((ms)	(Jaos)	
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CKTWO -Selection	PIZY PELLE	
(1905)	Dany O	
te contained in this Security Instrument and	cepts and agrees to the terms and covenan	BY SIGNING BELOW, Borrower and n any rider(s) executed by Borrower and n
Second Home Rider	Rate Improvement Rider Other(s) [specify] cepts and agrees to the terms and covenanceorted with it.	BY SIGNING BELOW, Borrower ac
Biweekly Payment Rider Second Home Rider	Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]	Graduated Payment Ridor Balloon Rider WA Rider
	Rate Improvement Rider Other(s) [specify]	Adjustable Rate Pickt Graduated Payment Ridor Balloon Rider VA Rider BY SIGNING BELOW, Borrower an
1-4 Family Rider Biweekly Payment Rider Second Home Rider	inty Instrument as if the rider shall be incorported in the rider shall be incorported from Rider Condominium Rider Planned Unit Development Rider	Security instrument, he covenants and agrithe covenants and agreements of this Security instrument and agreement Release Belloon Rider Belloon Rider VA Rider VA Rider
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in the Property. y Borrower and recorded together with this ported into and shall amend and supplement tof this Security Instrument. 1 of this Security Instrument. 1 descent the Parmity Rider 2 decord Home Rider	idhout further demand and may foreed onlect all expenses incurred in pursuing able attorneys' fees and costs of title eviduae secured by this Security Instrument, I waives all right of homestead exemption reements of each such rider shall be incorporty Instrument as if the rider was specify]	secured by this Security Instrument we proceeding. Lender shall be entitled to 21, including, hut not limited to, reason vithout charge to Borrower. Borrower all such an including to Borrower and security Instrument, he coverants and agit the coverants and age coverants and age of this Security Instrument, he coverants and agit the coverants and age of this Security Instrument, he coverants and agit the coverants and agit the coverants and age of this Security Instrument, he coverants and agit the Security Instruments and Instruments I

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care 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

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602862772

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 28TH day of MAY , 1998, 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 COMPANY

(the "Lender")

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

1018 WEST BERRY, CHICAGO, ILLINOIS 60657

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

KENMORE BARRY CONDO

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 shill 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 are, 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 mornily 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 Covers 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 force and a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

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

Form 3140 9/90



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provided in Uniform Covenant 10. paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to

E. Lender's Prior Coment. Borrower shall not, except after notice to Lender and with Lender's prior

(i) the abandonment or termination of the Condominium Project, except for abandonment or written consent, either partition or subdivide the Property or consent to:

termination required by law in the case of substantial destruction by fire or other casually or in the case of a

taking by condemnation or eminent domain;

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

Association; or (iii) termination of professional management and assumption to self-management of the Owners

maintained by the Dwners Association unacceptable to Lender. ention which would have the effect of rendering the public liability insurance coverage

F. Remedies. If Porrower does not pay condominium dues and assessments when due, then Lender may pay

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

Lender to Borrower requesting payarent.

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RIDER - LEGAL DESCRIPTION

PARCEL 1:

UNIT 1018-1 IN THE KENMORE/BARRY CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 25 AND 26 IN LINDENMANN'S SUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF OUTLOTS 2 AND 3 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 97408102, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE LOCKER - ASSIGNED TO UNIT -, ELIN.
OHOMA COMPASSON A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

14-29-203-021-0000

