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1998-09-11 09:31:53

IL County Recorder

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

AP# RALEIGH, 7115539
LN# 0007115539

— (Space Above This Line For Recording Date) —

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 25, 1998. The mortgagor is Edith-Marie Raleigh, Single/Never Married

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America, which is organized and existing under the laws of The United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Sixty Seven Thousand Dollars and no/100 Dollars (U.S. \$ 67,000.00). 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 September 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois.

SEE ATTACHED LEGAL

17-04-208-031-1131 ,

which has the address of 70 W. Burton Place Unit #2205
[STREET]
Illinois 60610 ("Property Address");
[ZIP CODE]

Chicago
(CITY)

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

BOX 332-CTI

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISCS/CDTIL//0884/3014(0880)-L PAGE 2 OF 8

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, to such extent as may be necessary to pay the Escrow items when due, Lender to account for the excess Funds in accordance with the requirements of applicable law. If the amount to Borrower held by Lender at any time is not sufficient to pay the Escrow items when due, Lender to make up the deficiency. And, in such case Borrower shall pay to Lender the amount necessary to render the instrument.

The Funds are pledged as additional security for all sums accrued by this Securitization accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual report listing service used by Lender in connection with this loan, unless applicable law provides otherwise. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax auditor pays Borrower interest on the Funds and application law permits. Lender to make such a charge. Bank, Lender shall apply the Funds to pay the Escrow items under my not charge Borrower for holding instrumentality, or entity (including Lender is such an institution) or in any Federal Home Loan Bank, Lender shall be held in an institution whose are insured by a federal agency.

The Funds shall be held in an institution otherwise in accordance with applicable law. My estimate the amount of Funds due on the basis of current data and reasonable estimates of Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender U.S.C. § 281 et seq. (RESPA), unless another, is not applies to the Funds less a sum. If so, account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 maximum amount a lender for a federally related mortgage loan may require for Borrower's Escrow called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These funds are mortgage insurance premiums, if any, and (b) any sums payable by Borrower to Lender, in accordance with (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly instrument as a lien on the property; (f) yearly taxes and assessments which may attach priority over the property, if any; until a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over the Securitization payments or ground rates on the property, if any; Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over the Securitization payments or ground rates on the property, if any; (b) yearly leasehold payments for non-residential use and non-uniform charges due under it is Note.

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covanants with linked variances by insertion to constitute a uniform security instrument covering real property. It is agreed, grant and convey the Property and that the Property is unencumbered except for liens and demands, subject to any encumbrances of record. All of the foregoing is referred to in this Security instrument.

TOGETHER WITH all the improvements now or hereafter erected on the property, all additions and alterations, 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".

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AP# RALEIGH, 7115539

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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 amounts 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 taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay 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 erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or 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. Lender's actions may include paying in court, paying reasonable attorney fees and attorney's rights in the Property to make repatriate. Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

d. **Deeupnency, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not merge unless Lender agrees to the merger. If Borrower's principal residence for at least one year after the date of occupancy the property as Borrower's principal residence after the execution of this Security instrument to occupy the residence within sixty days of the date of occupancy, establishes a principal place of business, and uses the property as Borrower's principal residence agrees in writing, which consent shall not be unreasonably withheld, or unless Lender circumstances exceed 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 further action of proceeding, whether civil or criminal, is begun that in Lender's good faith could result in forfeiture of the property or otherwise materially impair the property. Judgment could result in forfeiture of the property or otherwise materially impair the property, whether civil or criminal, is begun that in Lender's good faith provides security instrument or Lender's security interest. Borrower may cure such a default and remit the same to Lender, by causing the action or proceeding to be dismissed with a ruling that Lender's good faith determination, predicated on the nature of the security or other material information, is sufficient to satisfy Lender's security interest. Borrower gave material information to Lender, during the loan application process, gave material information 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 the property which all the provisions of the property lease. If Borrower acquires fee title to the property, the Borrower shall continue to pay all the expenses of the property as a principal residence, if this Security instrument is on a leasehold, Borrower shall continue to pay all the expenses of the property as a principal residence, if this Security instrument is on a leasehold, and the fees due shall not merge unless Lender agrees to the merging.

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

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

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

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 such payments.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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20. **Hazardous Substances.** Rotowear shall not cause or permit the presence of any Hazardous Substances on or in the Property. Rotowear 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 of any Hazardous Substances shall not apply to the presence, use, or storage of substances that shall not affect the Property or storeage on the premises of small quantities of Hazardous

18. Borrower's Right to Retain title to Property until it meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument until it meets certain conditions, Borrower shall have the right to such other period as applicable law may permit for reinstatement of: (a) 5 days (or such other period as applicable law may permit for reinstatement) before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) ninety days following the date of sale if the security instrument is not reinstated prior to the end of the period specified in Note A if no acceleration had occurred; (c) pays all expenses incurred in enforcing the Security Instrument; (d) incurs any default of any other covenants or agreements; (e) fails to pay all amounts due under this Note as if no acceleration had occurred; (f) causes any damage to any other property or instruments held by Borrower; (g) fails to pay all amounts due under this Note as if no acceleration had occurred; (h) fails to pay all amounts due under this Note as if no acceleration had occurred; (i) fails to pay all amounts due under this Note as if no acceleration had occurred; (j) fails to pay all amounts due under this Note as if no acceleration had occurred; (k) fails to pay all amounts due under this Note as if no acceleration had occurred; (l) fails to pay all amounts due under this Note as if no acceleration had occurred; (m) fails to pay all amounts due under this Note as if no acceleration had occurred; (n) fails to pay all amounts due under this Note as if no acceleration had occurred; (o) fails to pay all amounts due under this Note as if no acceleration had occurred; (p) fails to pay all amounts due under this Note as if no acceleration had occurred; (q) fails to pay all amounts due under this Note as if no acceleration had occurred; (r) fails to pay all amounts due under this Note as if no acceleration had occurred; (s) fails to pay all amounts due under this Note as if no acceleration had occurred; (t) fails to pay all amounts due under this Note as if no acceleration had occurred; (u) fails to pay all amounts due under this Note as if no acceleration had occurred; (v) fails to pay all amounts due under this Note as if no acceleration had occurred; (w) fails to pay all amounts due under this Note as if no acceleration had occurred; (x) fails to pay all amounts due under this Note as if no acceleration had occurred; (y) fails to pay all amounts due under this Note as if no acceleration had occurred; (z) fails to pay all amounts due under this Note as if no acceleration had occurred.

If Lender exercises this right, 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.

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

18. GOVERNING LAW: Governing Law: 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 of clauses of this Note conflict with applicable law, such conflict shall not affect other provisions of this Note which can be given effect without violating such provisions.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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.

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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.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

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LEGAL DESCRIPTION FOR PROPERTY: 70 W. BURTON PLACE UNIT # 2205
CHICAGO, IL 60610

UNIT NO. 2205 IN FAULKNER HOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF LOT 4 (EXCEPT THE NORTH 53.70 FEET THEREOF) IN CHICAGO LAND COMMISSION NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PROVIDING FOR CERTAIN STREET AND ALLEY DEDICATIONS, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THAT PORTION OF SAID LOT 4, LYING BETWEEN ELEVATIONS OF +20.10 FEET AND +32.00 FEET, CHICAGO DATUM, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 53.70 FEET OF SAID LOT, 24.13 FEET EAST OF THE WEST LINE THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT, 19.80 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT, 7.80 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT, 5.90 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT, 32.80 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT, 0.70 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT, 12.0 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT, 12.70 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT, 12.0 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT, 13.70 FEET TO A POINT IN THE SAID SOUTH LINE OF THE NORTH 53.70 FEET; THENCE WEST ON SAID LINE TO THE PLACE OF BEGINNING; ALSO EXCEPTING THE SOUTH 6.0 FEET OF THE NORTH 59.70 FEET OF THE EAST 16.0 FEET OF THE WEST 24.13 FEET OF SAID LOT 4, LYING BETWEEN ELEVATIONS OF +7.60 FEET AND OF +17.20 FEET, CHICAGO DATUM, ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25280760 AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

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Property of Cook County Clerk's Office

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LOAN NO. 0007115539

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25th day of August, 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 LaSalle Bank, F.S.B., A Corp. of the United States of America (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

70 W. Burton Place Unit #2205, Chicago, IL 60610
[Property Address]

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

Faulkner House Condominium

[Name of Condominium Project]

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

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

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

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

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of 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 unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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FORM 3140 8/80
REVISED 8/81
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MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY-PHMA/PHMC UNIFORM INSTRUMENT
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988211-722

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
Claire - M. R. 28:9
EDITH-MARIE RADTIG

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

F. Remedies. If Borrower does not pay Condominium dues and assessments when due, then Lender
may pay, charge, collect, upon notice from Lender to Borrower requesting payment.
Borrower, secured by the Security Instrument, unless Borrower and Lender agree to other terms of
payment, shall bear interest from the date of delinquency at the rate set forth in the Note and shall be
payable, with interest, upon notice from Lender to Borrower requesting payment.

(iv) Any action which would have the effect of rendering the public liability insurance coverage
unavailable by the Owners Association unacceptable to Lender.

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

(ii) Any amendment to any provision of the Constitution Documents if the provision is for the
express benefit of Lender.

((i)) The abandonment or termination of the Condominium Project, except for abandonment or
termination required by law in the case of substantial destruction by fire or other causality or in the case of a
taking by condemnation or eminent domain;

E. Lender's Right to Consent. Borrower shall not, except after notice to Lender and with Lender's prior
written consent, either partition or subdivide the Property or consent to:

LOAN NO. 0007115639