

UNOFFICIAL COPY

78921093

2318/0144 51 001 Page 1 of 11
1998-10-14 16:23:39
Cook County Recorder 41.50



98921093

(Space Above This Line For Recording Data)

MONEY LOANED
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 6
1998. The mortgagor is RAFFAELA BOCCARSI, DIVORCED NOT SINCE REMARRIED

"Borrower"). This Security Instrument is given to FT MORTGAGE COMPANIES, D/B/A MNC MORTGAGE, which is organized and existing under the laws of KANSAS and whose address is 8001 NORTH STEMMONS FREEWAY, DALLAS, TEXAS 75247 ("Lender"). Borrower owes Lender the principal sum of EIGHTY THOUSAND AND NO/100 Dollars (U.S. \$ 80,000.00). 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 NOVEMBER 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:

FOR LEGAL DESCRIPTION, SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

C.T.I.C.

98101179

7765392 7/98

which has the address of 8701 W FOSTER AVE. UNIT 202, CHICAGO

[Street]

[City]

Illinois 60656

("Property Address")

[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Property is

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90 (page 1 of 8 pages)
IP392A 07/95 9525072

UNOFFICIAL COPY

56/10 825381

ILLINOIS-Single Family-Family Mae/Freddie Mac UNIFORM INSTRUMENT

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 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

deficiency in no more than twelve monthly payments, at Lender's sole discretion.
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly
refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell
the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held
by Lender at the time of acquisition or sale as a credit against the sums secured by the Security
Instrument.

If the Funds held by Lender exceed the amounts 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 Funds held by Lender exceed the amounts necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Escrow items at the amount necessary to pay the deficiency.

The Funds shall be held in an institution whose deposits are insured by a federal agency, or entity (including Lender), if Lender is such an institution) or in any Federally Home Instrumentality, or entity (including Lender), if Lender is such an institution) or in any Federally Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borroower for holding and applying the Funds, annually analyzing the Escrow account, or verifying the Escrow items, unless Lender pays Borroower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may acquire Borroower to pay a one-time charge unless less than reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or arrangements on the interest to be paid, Lender shall not be required to pay Borroower any interest or earnings on the Funds. Borrower shall give to Borroower, without charge, an annual accounting of the Funds, showing credits and debts to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Section or instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) Yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) Yearly leasehold payments or ground rents on the Property, if any; (c) Yearly hazard or property insurance premiums; (d) Yearly flood insurance premiums, if any; (e) Yearly mortgage insurance premiums; (f) Any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph B, in lieu of the payment of mortgage premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount if so. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Escrow items or otherwise in accordance with Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount if so.

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

THIS SECURITY INSTRUMENT COMBINES UNIFORM COVENANTS FOR NATIONAL USE AND NON-UNIFORM COVENANTS WITH LIMITED VARIATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT.

unencumbered, except for encumbrances of record. Rightower warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

and will defend aggressively against any such challenges.

UNOFFICIAL COPY

98921093

Page 3 of 11

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 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 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

UNOFFICIAL COPY

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 less than the amount of the sums secured

specifying reasonable cause for the inspection.

3. 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

in forfeiture of the Property or otherwise 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 application process, gave material false or inaccurate information or statements to Lender or 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 interest is on a leasehold, Borrower shall compulsly 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.

UNOFFICIAL COPY

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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering 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 or 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.

UNOFFICIAL COPY

19. Sale of Note: Change of 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 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 laws. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of hazardous substances that are generally recognized as 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 government or regulatory agency or private party involving the Property and any hazardous substance or environmental contamination law or regulation. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have a若果此項條件得到滿足，借貸人有權要求重啟此項裝置。此項裝置必須在借貸人收到通知後三十天內付清所有由此項裝置產生的款項。如果借貸人不能在上述期限內付清所有款項，則借貸人將被視為違約，並可能導致裝置被永久停用。如果裝置被永久停用，借貸人將有權進一步通知借貸人，並要求借貸人在三十天內付清所有款項。如果借貸人在上述期限內付清所有款項，裝置將被重新啟動。如果借貸人不能在上述期限內付清所有款項，則裝置將被永久停用。

19. Security Interest. This Security Interest instrument shall provide a period of not less than 30 days from the date the notice is delivered or mailed shall permit the Lender to exercise its 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 Interest instrument if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by law to further notice or demand on Borrower.

15. Governing Law; Severability. This Security Instrument in which the Property is located. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Note which can be given effect without affecting the provisions of this Note end the Note are clarified 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 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 the 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 type="checkbox"/> Other(s) (specify) | | |

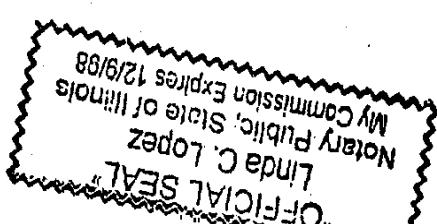
UNOFFICIAL COPY

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014-9/90 (page 8 of 8 pages)

LP392H 08/95

My Commission Expires 12/9/98



(Space Below This Line For Acknowledgment)

Notary Public

My Commission Expires:

WITNESS my hand and Notarial Seal

I hereby certify, that on this 5th day of OCTOBER 1998, before me, the subscriber, a Notary Public of the State of Illinois, personally appeared, known to me, or satisfactorily proven, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that _____ she/he executed the same for the purposes therein contained.

I, RAYFELLA BOCCARS, herby certify, that on this 5th day of OCTOBER 1998, before me, the subscriber, a Notary Public of the State of Illinois, personally appeared, known to me, the subscriber, a Notary Public of the State of Illinois, personally appeared, known to me, or satisfactorily proven, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that _____ she/he executed the same for the purposes therein contained.

STATE OF IL
COUNTY OF COOK
, SS

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

RAYFELLA BOCCARS

Witnesses:

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

SCHEDULE A

5 THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 202 IN 8701 FOSTER AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 691.00 FEET (EXCEPT THE WEST 611.0 FEET AS MEASURED ALONG THE NORTH LINE AND EXCEPT THE NORTH 40.0 FEET AS MEASURED AT 90 DEGREES AND EXCEPTING ALSO THE SOUTH 274.0 FEET THEREOF) OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SOUTHWEST 1/4; RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 40 RODS; THENCE EAST ON A LINE PARALLEL WITH SAID NORTH LINE TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4; THENCE NORTH TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT LR 3099719 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE CMELB

SPIN# 12-11-310 -075-1018

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 6TH day of OCTOBER , 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
FT MORTGAGE COMPANIES, D/B/A MNC MORTGAGE (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at

8701 W FOSTER AVE, UNIT 202, CHICAGO, IL 60656

(Property Address)

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

8701 FOSTER CONDOS

(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 Associations 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.

UNOFFICIAL COPY

Form 3143 5/90

LPO4B 1/95

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

WITNESS WITNESS

-Borrower
(Seal) _____
-Borrower
(Seal) _____

-Borrower
(Seal) _____

-Borrower
(Seal) _____

RACHELA BOCCARSI
Racheala Bocca

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

(iv) any action which would have the effect of rendering the public liability insurance
Owners Association or
((iii) termination of professional management and assumption of self-management of the
the express benefit of Lender);
(ii) any amendment to any provision of the Constituent Documents if the provision is for
coverage maintained by the Owners Association unacceptable to Lender;

((i) the abandonment of a taking by condemnation or eminent domain),
or termination required by law in the case of substantial destruction by fire or other casualty or in
the case of a taking by condemnation or eminent domain;

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with
Lender's prior written consent, either partition or subdivide the Property or consent to
any partition or termination of the condominium by 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 or the unit or of the common elements, or for any convenience
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.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to
ensure that the Owners Association maintains a public liability insurance policy acceptable in form,

UNOFFICIAL COPY

Property of Cook County Clerk's Office