UNOFFICIAL COPPS 225823 6438/0224 30 001 Page 1 of

When Recorded Return To:

HomeComings Financial Network, Inc.

12600 Whitewater Drive

Minnetonka, MN 55343

Loan Number: 041-074670-5

Prepared by:

Fatheral 2006

MORTGAGE

1998-03-23 15:11:54

Cook County Recorder

THIS MORTGAGE ("Security Instrument") is given on MARCH 16TH, 1998 RAFAELA VELEZ, A SINGLE WOMAN NEVER MARRIED

. The mortgagor is

35.00

("Borrower"). This Security Instrument is given to HOMECOMINGS FINANCIAL NETWORK, INC.

which is organized and existing under the laws of

address is P.O. BOX 808024

PETALUMA, CA 94975 FIFTY ONE THOUSAND AND NO/100

, and whose

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

Dollars (U.S. \$

51,000.00

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 APRIL 1ST, 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 coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following County, Illinois: described property located in

UNIT 2-S IN THE CALIFORNIA MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 10 AND 11 IN BLOCK 5 IN S. E. GROSS NORTHWEST ADDITION TO CHICAGO IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 90107781 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 13-25-110-045-1006

Parcel ID #:

-6R(IL) (9608)

which has the address of 3100 NORTH CALIFORNIA AVENUE, UNIT

[Zip Code] ("Property Address"); Illinois 60618

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM Initials: K.V. INSTRUMENT Form 3014 9/90

Amended 8/96

Page 1 of 6 VMP MORTGAGE FORMS - (800)521-7291

MFIL8770 (1/97) / 041-074670-5

Form 3014 9/90



this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing 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

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any: Borrower shall pay

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by 1 ender under paragraphs

this Security Instrument.

of the Property shall apply any Funds held by Lender at the time of acquisition or sale as a cre it seainst the sums secured by Funds held by Lender, It, under paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Lender shall aroundly refund to Borrower any

twelve monthly payments, at Lender's sole discretion.

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 Items when due, Lender may so notify Bo to writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. without charge; an annual accounting of the Funds, showing creein and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or estnings on the Funds. used by Lender in connection with this loan, unless ap ilt able law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow frems, unless Lender pays Boardwer interest on the Funds and applicable law permits Lender to make such Escrow Items, Lender may not charge Borrower for Jolding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an insuranon) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

The Hunds shall be held in an instrumentality, or entry

Escrow Heins or otherwise in accordance vith applicable law. 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 so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to tine, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan it by require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lendermay, at any to e, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of pararraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," if any; (c) yearly no teage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments 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 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,

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

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 arswir within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the infurence proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrumer, 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 stall 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 is 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 vriting, 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 of the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in London's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security I strument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the retion or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Bor ower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security invrest. 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 acquire, 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), the 1 lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

Initials: R. V.

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

prepayment charge under the Mote.

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payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower. Lender may choose to make this refund 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 refunded 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 is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note without that, 90, ower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to c., end, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally bligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mort age, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Entrower, subject to the provisions of L2 Successors and Assigns Bound; Joint and Several Liability; Co-signers Inc covenants and agreements of this

exercise of any right or remedy.

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

posipone the due date of the monthly payments referred to in para, raphs I and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not then aw.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums award or settle a ciaim for damages, Borrower rails to respond to Lender within 30 days after the date the notice is given, If the Property is abandoned by Borrower, or it 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 out e. wise agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the Property immediately before 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 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 total Security Instrument have ealerly before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by market value of the In letty immediately before the taking is equal to or greater than the amount of the sums secured by this whether or not inca cue, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair In the ever to a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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

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.

23. Waiver of momestead, bottower waives an right of n	omestead exemption in the Property.
Security Instrument, the covenants and agreements of each such	riders are executed by Borrower and recorded together with this rider shall be incorporated into and shall amend and supplement
the covenants and agreement of this Security Instrument as if the	ie nuer(s) were a part of this Security instrument.
[Check applicable box(es)]	
Adjustable Rate Rider Graduated Payment Rider Balloon Rider VA Rider Condominius Planned Unit Rate Improve Other(s) [spe	Development Rider Biweekly Payment Rider Ement Rider Second Home Rider
in any rider(s) executed by Borrower and recorded with	ne terms and covenants contained in this Security Instrument and
Witnesses:	10. A 11.
	Rofart Viley (Seal)
	RAFAELA VELEZ -Borrower
	Yh.,
	(Seal)
	-Borrower
(Seal)	(Seal)
-Borrower	-Bonower
control on the Block	COX County ss:
STATE OF ILLINOIS,	
410000000000000000000000000000000000000	Notary Public in and for said county and state do hereby certify
ihai rafaela velez, a single woman	'C
	0
	personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this	
	ree and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this	day of March 1998.
7,4	16hora of las
My Commission Expires:	allesiste
•	Notary Public
8/5/58 "GALLONAL SHAL" Shove tristas	
coury Public, State of Hills	
Figure 1 to the first factor of the first fact	
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of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree, as follows:

relate to health, safety or environmental protection.

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this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law;

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Bor over shall promptly take of which Borrower has actual knowledge. It Borrower learns, or is notified by any governmental or regulatory authority, that governmental or regulatory agency or private party involving the Property and any Hazardous Sub its, ce or Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand Is wsult or other action by any residential uses and to maintenance of the Property.

storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal Property that is in violation of any Environmental Law. The preceding two sentences at the presence, use, or Hazardous Substances on or in the Property. Borrower shall not do, nor allow chone else to do, anything affecting the

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any information required by applicable law.

address of the new Loan Servicer and the address to which payments arould be made. The notice will also contain any other given written notice of the change in accordance with paragraph 14 at over and applicable law. The notice, will state the name and

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 as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known

19. Sale of Note; Change of Loan Servicer. The wite or a partial interest in the Note (together with this Security

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

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower . Mehatito Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have permitted by this Searthy Instrument without further notice or demand on Borrower.

Security instructor. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Instrument.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it. 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 15. Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the

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

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 16TH day of MARCH

19 98, 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 by the undersigned (the "Borrower") to secure

Borrower's Note to HOMECOMINGS FINANCIAL NETWORK, INC.

(the "Lender")

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

3100 NORTH CALIFORNIA AVENUE, UNIT # 2S CHICAGO, IL 60618
[Property Address]

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

CALIFORNIA MANOR

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[Name of Condominium Project]

(the "Condominium Project"). If the owner's a sociation 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 coverants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of the 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 one-welfth 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 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.

MULTISTATE CONDOMINIUM RIDER - Single Family - Famile Mac/Freddle Mac UNIFORM INSTRUMENT MFCD8054 - 2/97 / 041-074670-5

FORM 3140 9/90 Page 1 of 2

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

Borrower in connection with any condemnation of 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

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

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

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

required by 12 w in the case of substantial destruction by fire or other casualty or in the case of a taking by

condemnation or cruzent domain;

(ii) any ame rdm in to any provision of the Constituent Documents if the provision is for the express

(iii) termination of professional management and assumptions of self-management of the Owners benefit of Lender;

by the Owners Association unaccertable of Lender. (iv) any action which would have the effect of rendering the public liability insurance coverage maintained

shall bear interest from the date of disbursement at the Mile rate and shall be payable, with interest, upon notice secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment these amounts pay them. Any amounts disbursed by Lender ander this paragraph E shall become additional debt of Borrower F. Hemedies. If Borrower does not pay condominium dues and assessments when due, then Lender may

BY SIGNING BELOW, Borrower accepts and agrees to the tern 2 and provisions contained in this Condominium from Lender to Borrower requesting payment.

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TOWOTIOH-(Seal) -Borrower (Seal) Bottower (Seal)