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1998-03-31 14:05:31

Cook County Recorder

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[Space Above This Line For Recording	Data]
MORTGAGE	
THIS MORTGAGE ("Security Instrument") is given onMa.r.c.h2.1	
19 9.8 The mortgagor ise.s.n.e.t.t.eF.a.n.n.e.t.t.,u.n.m.a.n.n.t.e.d	
FAIRFIELD SAVINGS BANK, F.S.B.	to
which is organized and existing under the lews ofUNITED STATES OF AM	ERICA , and whose address is
1190 RFD, LONG GROVE, ILLINOIS 50047-7304	
("Lender"). Borrower owes Lender the principal sum of	.u.s.a.n.ga.n.gn.g.zi.y.y
dated the same date as this Security Instrument ("Note"), which provides for mont	thly payments, with the full debt, if not paid
earlier, due and payable on	This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with modifications of the Note; (b) the payment of all other sums, with loverest, advanced	tin interest, and air renewars, extensions and builder paragraph 7 to protect the security of
this Security Instrument; and (c) the performance of Borrower's coverary, and agree	ments under this Security Instrument and the
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender	r the following described property located in
C.a.a.k	
	County, Illinois:
LEGAL DESCRIPTION ATTACHED	~~.
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Mark and the second of the Kinns	
986 19404 -1717684 (1ay Kin	

which has the address of 7525 W. Lawrence #512

Illinois 6 0 6 5 6 ("Property Address");

Product 44713IL

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

BOX 333-CTI

Harwood Heights
(City)

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Together With all the improvements now or hereafter erected on the property, and all casements, appartenances, 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 sersed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written warrer 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 sam o'll ands''s for say yearly taxes and assessments which may attain priority over this Security Instrument as a new on the Property, they carly leasened, payments or ground rents on the Property, if any acceptably hazard or property insurance premiums, if yearly thoo Lin antance premiums, if any, and (f) any some payable by Borrower to Lender to calcordance with the provisions of paragraph 8, in face of the payment of mortgage insurance premiums. These items are called "I serow Items." Lender may, at any time, called and hold, and an amount not to exceed the maximum amount a lender for a toderally related mortgage form may require for Borrower's except a count under the federal Real I state Settlement Procedures. Act of 3974 as amended from time to time. 12 U.S.C. § 2601 et sea. ("RESPA"), unless another law that applies to the Fonds sets a le ser amount. It so, Lender may, at any time, collect and hold Funds an 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 expenditures of future becow Items of otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a tederal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or or any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits I ender to make such a charge However, Lender in a require Borrower to pay a one-give charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or carriags on the Funds. Borrower at I Conder may agree in writing, however, that interest shall be paid on the runds. Fender shall give to Borrower with at charge an annual accounting of the Funds, showing credits and debuts to the Funds on the purpose for which each stebil to the Funds will made. The Funds are pledged as additional security for all sums secured by this security Instrument.

If the Funds held by Lender exceed the amounts permitted to be orbit by applicable law. Lender shall a source Botto were for the excess Funds in accordance with the requirements of applicable law. Pile amount of the Linais hell by Lender at any line is not sufficient to pay the Escrow Items when due, Lender may so notify Bottower in writing and in such case. Bottower shall pay to Lender the amount necessary to make up the deficiency Bottower shall make or any deficiency in no more than twelve in outhly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument. Lender shall peopptly refund to Botto were as Lords beld by Lender, It, under paragraph 23. Fender shall acquire or sell the Property. Fender, projective acquire of soil, of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit adaptive becomes seen. By this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received to Leoster under paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note, second to accounts parable are let paragraph. It thinks 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, times and impositions of itributables the Property which may attain priority over this Security Instrument, and leasehold payments or ground reads, it any Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner. Borrower shall pay them on the education to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid or deriving paragraph. It Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower or ancress in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender, the confests its good faith the hen by, or defends against enforcement of the hen in, legal proceedings which in the Lender's opinion operate to present the enforcement of the lien; or (e) secures from the holder of the lien an agreement satisfactory to Lender subordinating the first to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may aften a toring over this Security Instrument, Lender may give Borrower a notice identifying the hen. 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

FORM 3014 9/90 Course 2 of Course

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.

- Occupancy, Free evation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, chablish, 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 beyord Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrowel Socrets in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrowe 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 Instrumer, is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the inerger 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 lows or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts (both 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 har secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. 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.
- 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.

Initials FORM 3014 8/90 (page 3 of 6 pages)
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ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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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 foir market value of the Property immediately before the taking is equal to or greater than the amount of the cums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the same 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. Under 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 Sot Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sup-secured by this Security Instrument granted by Lende: 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 agains, 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's exercising any right or remedy shall not be a warser 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 successes 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 comey 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 of the cone without that Borrower's consent
- 13. Loan Charges. If the loan secured by this Security by aurient is subject to a law which sets maximum foan 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 exceed determined limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Now years making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with an 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 of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mad to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice product for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragrap of
- 15. Governing Law; Severability. This Security Instrument shall be governed by tederal law and the law of the juris. Inction in which the Property is located. In the event that any provision or clause of this Security Institution of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Issumment and the Note are decored 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. It all or any part of the Property of any interest in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural verson) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sans secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all same second by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. I ender may invoke any 6 medies period by this Security Instrument without further notice or demand on Borrower

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 2 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale, obtained in this Security Instrument, of shoentry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) payof ender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, the cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not inquied to, teasonable

FORM 3014-/9/90 June 4 11 June

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

By Signals of Berow, Borrower accepts and agrees to the actual Automatic Contamined in this Security Instrument and in any rideres) executed by Borrower and recorded with it
Witness: Santte Farrett (Seal) Joanette Farrett
(Seal
[Space Below This- Line For Acknowledgement]
COUNTY OF
In the Undersigned and that the Farres consumers is and the person (s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be the person (s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be the person (his, her, their) and deed and that the person (he, she, they)
Witness my hand and official seal this 2.1 s.t day of Ma.r.c.h 1.9.9.8. My Commission Expires (SEAL) Notary Public State (SEAL)
Notary Public SEAL Notary Public Seal Notary Public Notary Public State of Inc. GLADYS M. HARRIS This instrument was propagation of the original search of the search of

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attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the tien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has acreal 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 the paragraph 20. Pazardous 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, material 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 actice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument out 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 way 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 force of course 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 downs 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)]

Adjustable Rate Rider	X	Condominium Rider	1-4 Family Riger
Graduated Payment Rider		Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider		Rate Improvement Rider	Second Home Rider
Other(s) [specify]			

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UNIT 512, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTR REFERRED TO AS PARCEL):

STARTING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RUNNING THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, A DISTANCE OF 50.05 FEET TO THE POINT OF BEGINNING, THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 125 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 6 IN T.J. ORIGER'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 1964, IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 19188047; THENCE EAST ALONG THE NORTH LINE OF LOTS 5, 6 AND PART OF LOT 4 IN SAID ORIGER'S SUBDIVISION, A DISTANCE OF 165 FEET, MORE OR LEBE TO THE WEST LINE OF LOT 2 IN SAID ORIGINA'S SUBDIVISION, THENCE NORTH ALONG THE WEST LINE IN LOTS 2 AND 1 IN SAID ORIGER'S RUBDIVISION A DISTANCE OF 125 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1 IN ORIGER'S SUBDIVISION, THENCE WEST A DISTANCE OF 165 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COMMONLY KNOWN AS 7525 WEST LAWRENCE AVE. (136 FEET HEST OF OLCOTT AVE. ON THE SOUTH SIDE OF LAWRENCE AVE.) IN HARWOOD HEIGHTS, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINION OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23335148; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERIST IN THE COMMON ELEMENTS IN COUR COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEES, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAIR PROPERTY SET FORTH IN THE AFORESAID DECLARATION OF CONDOMINIUM OWNERSHIP.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP THE SAME JNDU. AS THOUGH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM OWNERSHIP WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PIN: 12-13-201-028-1048

THIS CONDOMINIUM RIDER is made this 21st 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 given by the undersigned (the "Borrower") to secure Borrower's Note to FAIRFIELD SAVINGS BANK, F.S.B. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7525 W. Lawrence #512, Harwood Heights, ?L 60656

(Property Address)

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

LA RESIDENCIA ELEGANTE 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.

CONDOMINIU' COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender for man 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 documents 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 Covenaric 2 for the monthly payment to Lender of one-twelfth 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 azard 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 9.
- 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:
- (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 casualty or in the case of a taking by condemnation or eminent domain:

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- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- **F. Remedies.** If Borrower does not pay condominium dues and assessments when due, the 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.

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

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