

# UNOFFICIAL COPY

98312837

RECORD AND RETURN TO:  
COVENANT MORTGAGE CORPORATION

1156 WEST SHURE DRIVE-SUITE 150  
ARLINGTON HEIGHTS, ILLINOIS 60004

Prepared by:  
C.J. BARNES  
ARLINGTON HEIGHTS, ILLINOIS 60004

UNIT 507 READING  
RECEIVED FROM COVENANT MORTGAGE CORPORATION  
1156 WEST SHURE DRIVE  
ARLINGTON HEIGHTS, ILLINOIS 60004  
ONE COUNTY, ILLINOIS

602795133

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 6, 1998** . The mortgagor is  
**OPELIA S. BRAVO, AN UNMARRIED WOMAN**

("Borrower"). This Security Instrument is given to  
**COVENANT MORTGAGE CORPORATION**

which is organized and existing under the laws of **THE STATE OF ILLINOIS** , and whose  
address is **1156 WEST SHURE DRIVE-SUITE 150  
ARLINGTON HEIGHTS, ILLINOIS 60004** ("Lender"). Borrower owes Lender the principal sum of  
**ONE HUNDRED NINE THOUSAND FIVE HUNDRED AND 00/100** Dollars (U.S. \$ **109,500.00** ).

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 **MAY 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:

**PARCEL 1: UNIT 507A IN THE 7011 RENAISSANCE CONDOMINIUM AS DELINEATED  
ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE.  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION**

10-31-100-005-0000

Parcel ID #:

which has the address of **7011 WEST TOUHY-UNIT 507 , DES PLAINES  
Illinois 60714** Street, City ,  
Zip Code ("Property Address");

**ILLINOIS-Single Family-FNMA/FHLMC UNIFORM**

Initials: C.S. INSTRUMENT Form 3014 9/90

Amended 8/96

VMP -6R(IL) 199608

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VMP MORTGAGE FORMS · 18001621-7291

DPS 1089

BOX 333-CTI

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Form 3014 9/90 DRS 1090

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BORROWER shall promptly discharge any lien which has priority over this Security Instrument unless Borrower's right to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys 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 under subsection (a) over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, to the person in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to these obligees in the amount received by Lender, and thereafter hold payments of principal or interest, if any, Borrower shall pay which may attach priority over this Security Instrument, and thereafter hold payments of principal or interest, if any, Borrower shall pay

4. Charges: Lien. 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.

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;

this Security Instrument.

Funds held by Lender, if, under Paragraph 2, 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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower the amount necessary to make up the deficiency in no more than time is not sufficient 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 to pay the Escrow items when due, unless showing cause why the deficiency is not sufficient to pay the Escrow items when due, Lender shall make up the deficiency in no more than

for the excess Funds in accordance with the reasonable laws of the state in which the Escrow items are held by Lender at any

time by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service a charge. However, Lender may require Borrower to pay a one-time charge for the Funds and applicable law permits Lender to make such

verifying the Escrow items, unless Lender pays Borrower interest on the Funds, naturally analyzing the escrow account, or Escrow items. Lender is such an institution or in 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, naturally analyzing the escrow account, or

(including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Lender, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the Funds 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan or, require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," if any, (e) year, mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (b) yearly leasehold payments, and assessments which may attach priority over this Security Instrument as a lien on the Property; (a) yearly taxes Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

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 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 covenants for ratable use and non-uniform covenants with limited grant and defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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 the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property to its heirs, executors, administrators, successors to any encumbrances of record, and will convey the Property in the manner specified in the instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions to be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

fixtures now or hereafter a part of the property, all replacements and additions shall also be covered by this Security

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

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

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

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

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

**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 in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidence by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then 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

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

13. **Loan Charges.** If the loan secured by this Security Instrument is subjec<sup>t</sup> to a law which sets a 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 loan to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to him.

make any accommodations with regard to the terms of this Security Instrument or the Note without Borrower's consent.

## **12. Successors and Assigns Bound; Joint and Several Liability; Co-signer; 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 this Security instrument.**

successors in interest. Any forfeiture by Landor in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or otherwise modify the rights and obligations of the Borrower under this Security Instrument.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 as its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not due.

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 the due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument in whole, partially before the taking, unless Borrower and Lender otherwise agree in writing in writing, 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.

**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.

9. Inspection rights in respect of any works which have been carried out under the terms of the agreement, Lender shall give Borrower notice at the time of or prior to an inspection specific reasonable cause for the inspection.

obtain coverage insubstantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance premium only in effect, from an alternative mortgage insurer approved by Lender. If substitutionally 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 based 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 receives) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay 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.

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

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

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

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

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective 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 or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21 Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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Form 3014 9/90

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SMP - GR (IL) 198081

Notary Public, State of Illinois

My Commission Expires 07/16/2001  
Notary Public, State of Illinois

JANET WILLIAMS  
Notary Public, State of Illinois

My Commission Expires 07/16/2001  
Notary Public, State of Illinois

Given under my hand and official seal, this day of October, 1990  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
, personally known to me to be the same person(s) whose name(s)  
subscribed and delivered the said instrument, as HIS/HER free and voluntary act, for the uses and purposes herein set forth.

DELEIA S. BRAVO, AN UNMARRIED WOMAN

I, Deleia Williams, Cook County Notary Public,  
a Notary Public in and for said County and state do hereby certify  
that

-Borrower  
(Seal)-Borrower  
(Seal)-Borrower  
(Seal)DELEIA S. BRAVO  
Cook County Notary Public  
(Seal)

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.  
Witnesses:

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 of this Security Instrument if the rider(s) were a part of this Security Instrument.  
 25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
 26. 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.  
 27. Inclusion, but not limited to, reasonable attorney's fees and costs of title insurance.  
 28. Proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existent of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured in full form Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the information by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further secure the notice given to cure the default on or before the date specified in the notice may result in acceleration of the sums (d) that fail to cure the default on or before the date specified in the notice given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and applicable law provides otherwise). The notice shall specify: (a) the default required to cure the default;

- Adjustable Rate Rider  
 Condominium Rider  
 1-4 Family Rider  
 Biweekly Payment Rider  
 Planed Unit Development Rider  
 Rate Improvement Rider  
 balloon Rider  
 Graduated Payment Rider  
 VA Rider  
 Second Home Rider  
 Other(s) [Specify]

[Check applicable box(s)]

29. Release of Homestead. Borrower waives all right of homestead exemption in the Property.  
 30. 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.  
 31. Inclusion, but not limited to, reasonable attorney's fees and costs of title insurance.  
 32. Proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existent of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured in full form Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the information by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further secure the notice given to cure the default on or before the date specified in the notice given to Borrower, by which the default must be cured; and (d) that fail to cure the default on or before the date specified in the notice given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and applicable law provides otherwise). The notice shall specify: (a) the default required to cure the default;

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## RIDER - LEGAL DESCRIPTION

PARCEL 1: UNIT 507A IN THE 7011 RENAISSANCE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF LOT 1 IN PONTARELLI'S RENAISSANCE SUBDIVISION BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1996 AS DOCUMENT NUMBER 96983057, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF TOUHY AVENUE; THENCE NORTH 90 DEGREE 00 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY, 679.38 FEET; THENCE NORTH 85 DEGREES 24 MINUTES 43 SECONDS EAST ALONG SAID RIGHT OF WAY 150.48 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG LAST SAID RIGHT OF WAY, 51.59 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 158.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 107.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 238.83 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 107.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 238.83 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION RECORDED SEPTEMBER 17, 1997 AS DOCUMENT 97684418 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO USE OF P2A AND S29A AS LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 97684418.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RELATING TO RENAISSANCE CONDOMINIUM MASTER ASSOCIATION RECORDED MARCH 18, 1997 AS DOCUMENT 97185484 AS AMENDED FROM TIME TO TIME.

10-31-100-005-0000

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Property of Cook County Clerk's Office

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 6TH day of APRIL , 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  
COVENANT MORTGAGE CORPORATION

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

7011 WEST TOUHY-UNIT 507, DES PLAINES, ILLINOIS 60714

**Property Address**

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

RENAISSANCE CONDOMINIUMS

**Name of Condominium Project**

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

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

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

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

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

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

Form 3140 9/90

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-Borrower \_\_\_\_\_  
(Seal)  
  
-Borrower \_\_\_\_\_  
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-Borrower \_\_\_\_\_  
(Seal)  
  
-Borrower \_\_\_\_\_  
(Seal)

OFELIA S. BRAVO

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.

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

Associations, or  
(iii) termination of professional management and assumption of self-management of the Owners benefit of Lender;

(ii) any amendment to any provision of the Condominium Documents if the provision is for the express taking by condominium or eminent domain;

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other causality or in the case of a written consent, either partition or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.  
Borrower in connection with any condemnation or other taking of all or any part of the Property, whether 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 unit of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to

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