Prepared By UNOFFICIAL COMPOST SD 001 Page 1 of

When recorded mail STANDARD SECREAL BANK 2600 W. BIG BEAVER ED. THOY, MICHIGAN 48084 ZOAN 9: 602021306

1998-05-12 10:57:34

Cook County Recorder

43.GG .

Prepared by:

**MORTGAGE** 

THIS MORTGAGE ("Security fratrument") is given on MAY 7, 1998. RICHARD M RING AND CHRRYL O RING, HUSBAND AND WIFE

The mortgagor is

("Bostower").

This Security Instrument is given to Standard FLOPIAL RANK, A FEDERAL GAVINGS BANK

which is organized and

existing under the laws of THE UNITED STATES OF AN and whose address is 2600 W. BIG BEAVER RD., TROY, AJCHIGAN 48084

("Lender").

Bostoner owes Lender the principal sum of one number themes "a pushed and no/100"

\$120.680.60 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"). (U.S. which provides for monthly payments, with the full debt, if not paid earlier, due and expable on

This Security Instrument secures to Lender: (a) to accomment of the debt evidenced by the JUNE 1. 2013. 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, Botrower does hereby mortgrige, grant and convey to Lender the following described property located in Corab. Illinois:

which has the address of 2. CHICAGO

Illinois

60613 [Zip Code] ("Property Address");

BOX 333-C

Initials

ILLINOIS- Single Family - FNMA/FILLMC UNIFORM INSTRUMENT 80MD-68(1L) (9601) Form 3014 970 Amended 5/91

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

BORROWER COVENANTS that Borrower is lawfully seised 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. Berrower and Lender covenant and agree as follows:

- t. 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 fate charges due under the Note.
- 2. Funds for Taxes and Lasurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property. (b) yearly leasehold payments or ground renis on the Property (a)y; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items" Lender may, at any time, collect and hold Funds in an amount rist to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), on an another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount 102 to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of cape iditures of future Escrow liems or otherwise to accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow liems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow frems, unless Lender pays Borrower interest on the Funor an Lapplicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an indepartant real estate tax reporting service used by Lender in connection with this from unless applicable law provides otherwise. Unless an agricum intis made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was 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 held by a splicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any 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. Borrower shall make up the exciency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secure d by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liena Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrowershall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Leader determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Leader may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forthabove within 10 days of the giving of notice

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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 montgage 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 mende 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 Bostomer otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly providents referred to in paragraphs 1 and 2 or change the amount of the navments. If under paragraphs 21 the Property Is acquired by Lender, Porrower'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; Horrower's Loan Application; Leaseholds. Byrower 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 occurry the Paleerty 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. Borros er shall be in default if any forfeiture action or proceeding, whether civilor 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. Be znower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a rulifur that, in Lender's good faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impair neat of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the han application process, gave materially false or inaccurate information or statements to Londer (or failed to provide Londer with the provide Londer with the form evidenced by the Note, including, but not limited to, representations concerning firm ower'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 Lander'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 Frope by (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may or and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may looked paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys for 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.

4. Martgage fasurance. 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of 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. BSG and retain these payments as a loss reserve in lieu of mostgage 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

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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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured. immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower, and be 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. Borrov a fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security. Instrument, whether or not then due.

Unless Lender and Sorrower 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. Berrower Not Released: Forbearance By Dinder Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Harrower's successors in interest. Lender shall not be required to commence. proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured. by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Saint and Several Linkility: Capigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Porrower, subject to the provisions of paragraph 17. Botrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear control any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other foan charges collected or to be collected in engagetion with the loan exceed. the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted. limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment of its wrower. If a refund a reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other. address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 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. Berrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Meneficial Interest in Norvower. 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) with

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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 Londer may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Bostower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Bertuner, 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; Class pe of Lass Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more tries without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Services") that collects monthly phyments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Services unrelated to a sale of the Note. If there is a change of the Loan Services, 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 payment should be made. The notice will also contain any other information required by applicable law.

20. Hazardons Substances. Borrower shall not a susc or permit the presence, use, disposal, storage, or release of any Hazardons Substances on or in the Property. Borrower shall bid day nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentages 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 pacessary. Borrower shall promptly take all necessary remedia) 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 race; etive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Project 4 is located that relate to health, safety or environmental protection.

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

21. Acceleration: Nemedics. Lender shall give notice to Horrower arior to acceleration following Sorrower's breach of any concuant or agreement in this Security Instrument (but not prior to acceleration under paragrazio 37 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  $(\delta)$  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, foretlymre 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 Berrower to acceleration and forcelowere. 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 more secured by this Security Instrument without further demand and may forcelose 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.

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98388084 Face 6 of 12 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 Condominium Rider 1-4 Family Rider Planned Unit Development Rider Bincekly Payment Rider-**Graduated Payment Rider** Rate Improvement Rider Second Home Rider Balloon Rider Other(s) [specify] V.A. Rider 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 Do The Ox County MICHARD M RING , a Notary Public in and for said county and state do hereby certify that RICHARD # RING AND CHERVE O RIVE Chisband + WIFE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, applied before me this day in person, and acknowledged that signed and delivered the said instrument as

Notal Public

free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official scal, this - day of

My Commission Expires. 7 30 00

\*\*OFFICIAL SEAL\*

\*\*OFFICIAL SEAL\*

\*\*Deve Node

\*\*Notary Public. State of Illinois

\*\*Ety Commission Expires 7-30-2000

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#### **SECOND HOME RIDER**

THIS SECOND HOME RIDER is made on this . 770 day of MAY: 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," whether there are one or mere persons undersigned) to secure Borrower's Note to STARDARD PEDERAL MARK, A PEDERAL SAVINGS BANK

(the "Lender") of he same date and covering the property described in the Security Instrument (the "Property"). which is located at

> Ald w Grace ST 2, Chicago, il 60613 (Property Address)

In addition to the covenants and a reenients made in the Security Instrument. Borrower and Lender further. covenant and agree that Uniform Covenant oo' the Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaveholds. Borrowershall occupy and thalfonly use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or. agreement that requires Borrower either to rent the Property of give a management firm or any other person any control over the occupancy or use of the Property. Bottower 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 beg in 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 delimit and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a rules, 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 from evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. 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

MI LTISTATE SECOND HOME RIDER - Single Femily - Freddle Mac UNIFORM INSTRUMENT VMP-365 (9103) Form-3890-950 Page 1 of 2 CEER

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LOAM #1 602821386

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

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RICHARD M RING

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MILTISTATE SECOND BOME RIDER - Single Family - Freddio Mac UNIFORM ENSTRUMENT VMP-345 (9103) Form 3290 930 Page 2 of 2

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#### **CONDOMINIUM RIDER**

THIS COMOMINIUM RIDER is made this 7TH day of MAY, 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Security Instantion") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to \$724027 \$720282. BANK. A PEDERAL BANK.

(the "Lender") of the same date and ordering the Property described in the Security Instrument and located at:
914 w onace 82 2
cmrcago, 1L 60613

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

916 WEST GRACE COMPO

(the "Condominium Project"). If the owners association or other cative which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its association and the use a proveeds and benefits of Borrower's interest in the Owners Association and the use a proveeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security-Instrument, Bostower 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.
- M. 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:

MILLIISTATE CONDOMINIUM RIDER - Single Family - Farmin Mac Freddio Mac UNIFORM INSTRUMENT Form 3140 930 Page 1 of 3

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

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

In the event of a dictivation 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 Immrance. Lorrower 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 rating of all or any part of the Property, whether of the unit or of the common elements, or any conveyance in lieu or condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sum as covered by the Security Instrument as provided in Uniform Covenant 10.
- 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:
- (1) the abandonment or termination of the Condominium Project, except for thandonment or termination required by law in the case of substantial destruction by fire or other casualty or it the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is (6) 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, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured.

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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 Shanne Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Proposition of Cook County Clerk's Office

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#### PARCEL 1:

Unit 814-2 in grace wilton condominiums as defineated on a survey of the following described (454), estate:

LOTS 1. 2 AND 3 IN COLLIN'S AND MORRIS RESURDIVISION OF LOTS 21. 22 AND 23 IN 8. J. FITZGERALD AND SETTY ULRICH'S PREMIDAN ROAD SUBDIVISION OF THE EAST 1/2 OF BLOCK 7 IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT THE 1.28 ACRES IN THE CORTHEAST CORNER) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 96150527 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE NUMBER 58 AND SPORAGE LOCKER NUMBER 4. LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTRIFIED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 66180527

14-20-213-027-1309

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