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1999-04-29 12:10:59  
Cook County Recorder 37.00



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LOAN NUMBER: 4094553  
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810110094

ORIGINAL

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 23RD, 1999. The mortgagor is REGINA E. HARGROVE Spina (Borrower). This Security Instrument is given to CENDANT MORTGAGE CORPORATION, which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY MT. LAUREL NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal sum of SIXTY THREE THOUSAND SIX HUNDRED FIFTY AND 00/100 Dollars (U.S. \$63,650.00). 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 01ST 2029. 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:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS 45 RED BARN UNIT #4

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HERewith; THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

PREPARED BY: *Diane M. Ketels*  
DIANE M. KETELS

which has the address of 45 RED BARN UNIT # 4, MATTESON, Illinois 60443 ("Property Address");

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
3055 (S) 1/95 (DILO)

Form 3014 9/90 (page 1 of 6 pages)

*Box 9*

*RECORDED*

*I.R.*

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.  
5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or

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RECORDED

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. If 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

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health, safety or environmental protection. paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by necessary remedial actions in accordance with Environmental Law. removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any governmental or private party involving the Property and any Hazardous Substance or Environmental Law of Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any maintenance of the Property.

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

the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of 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 the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or 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 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

paragraph 17. fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall to, reasonable attorneys' fees; and (c) takes such action as Lender may reasonably require to assure that the lien of this Security any other covenants or agreements; (i) pays all expenses incurred in enforcing this Security Instrument, including, but not limited sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

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

Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. severable.

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

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

Loan Number: 4094553  
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**CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 23RD day of APRIL, 1999, 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 CENDANT MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

45 RED BARN UNIT # 4 MATTESON, IL 60443  
[Property Address]

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

COUNTRY HOMES OF CREEKSIDE  
[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 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 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.

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[Seal] \_\_\_\_\_  
 -Borrower

[Seal] \_\_\_\_\_  
 -Borrower

[Seal] \_\_\_\_\_  
 -Borrower

[Seal] \_\_\_\_\_  
 -Borrower

*REGINA H. HARGROVE*  
*REGINA H. HARGROVE*

*[Signature]*

Witnesses:

Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provision contained in this Condominium

Borrower requesting payment.

interest from the date of disbursement at the note rate and shall be payable, with interest, upon notice from Lender to 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

**F. Remedies.** If Borrower does not pay Condominium dues and assessments when due, the Lender may pay

the Owners Association which is acceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by

Association; 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 Constituent Documents if the provision is for the express

condemnation or eminent domain;

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

(i) the abandonment or termination of the condominium Project, except for abandonment or termination

written consent, either partition or subdivision the Property or consent to:

**F. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to

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File S1565267C - Legal Addendum

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LEGAL: UNIT 4-13 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COUNTRY HOMES OF CREEKSIDE 13 AND 14 CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25745532, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 45 RED BARN  
MATTESON, IL

PIN: 31-17-112-011-1004

Property of Cook County Clerk's Office