

UNOFFICIAL COPY

CONDOMINIUM RIDER

27th

APRIL

87

THIS CONDOMINIUM RIDER is made this day of 19....., 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 FIRST FAMILY MORTGAGE COMPANY, INC. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 15 BAR HARBOUR UNIT #5 SCALLOPBURG, ILLINOIS 60194 [Property Address]

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

15 BAR HARBOUR RD., CONDO ASSOC.

(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.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

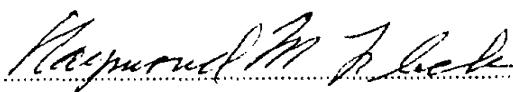
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, 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.

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


RAYMOND M. FLECK
(Seal)
Borrower

.....
(Seal)
Borrower

361808

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3611808

Loan # 0010001521

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 27
1987. The mortgagor is RAYMOND M. FLECK, WIDOWER AND NOT SINCE REMARRIED
("Borrower"). This Security Instrument is given to FIRST FAMILY MORTGAGE COMPANY, INC., which is organized and existing
under the laws of ILLINOIS, and whose address is 2500 E. OLYMPIA AVENUE, UNTIL, IL 60532 ("Lender").
Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND TWO HUNDREDS & NO/100
Dollars (U.S. \$ 55,200.00). 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 MAR. 1st, 2017. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (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:

ITEM 1.
UNIT 4G as described in survey delineated on 4th and attached to and a part of a Declaration of Condominium Ownership registered on the day of September, 1975 as Document Number 2827663

An Undivided 1.5734% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the North 40 acres of the West Half (½) of the Southwest Quarter (K) of Section 24, Township 41 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows:-Commencing at the West Quarter (K) corner of said Section 24, thence South 89 degrees 45 minutes 47 seconds East along the North line of the Northwest Quarter (K) of the Southwest Quarter (K) of Section 24, aforesaid, 154.81 feet; thence South 00 degrees .4 minutes 13 seconds West, 332.67 feet to the point of beginning of the parcel to be described; thence North 43 degrees 05 minutes 42 seconds East, 96.00 feet; thence South 46 degrees 34 minutes 18 seconds East, 40.83 feet; thence North 43 degrees 05 minutes 42 seconds East, 153.61 feet; thence North 73 degrees 05 minutes 42 seconds East, 185.61 feet; thence South 16 degrees 54 minutes 18 seconds East, 96.00 feet; thence South 73 degrees 03 minutes 42 seconds West, 225.88 feet; thence North 46 degrees 54 minutes 18 seconds West, 136.83 feet to the point of beginning.

3611805

which has the address of 15 BAR HARBOR UNIT 4G

SCHAUMBURG

which has the address of [Street] (City)
60194 Illinois ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 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 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.

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DISTRIBUTED BY

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MY COMMISSION EXPERIENCES: C-14-70

Aug 6th 1902

CHL 'TWS TWICLMO GIV GIV AN EEDG: WAIK

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REVIEWING THE CHURCHES OF LIMA, CHICLAYO AND CUSCO IN THE STYLING

ANALYSTS ARE NOT IN A POSITION TO PREDICT THE OUTCOME OF THIS DISPUTE.

CLASSE SOCIALE DELLA DURATA ARRESTO E
SOMMARIO DI CUI

—Borrower

[Space Below Line for Acknowledgment]

Instrument and in any order(s) exec^{ed} by Borrower and recorded with
-Borrower
-Seller
-Buyer, etc., etc.

Graduate Project Rider Planned Unit Development Rider Other(s) [Specify]

22. **Waiver of Homestead.** Borrower waives all rights of homestead exemption in the Property.
23. **Waivers to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the waivers and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument as if they were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument (hereinafter collectively referred to as "the Rider(s)").

21. Releases. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any reordination costs.

The property including those parts of the property and collection of rents, any rents collected or received in respect of the property, fees, premiums on sales of manors and leasehold estates, fees, and other sums exacted by law for security instrument.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the property and in any time prior to the expiration of any period of redemption following sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents or profits thereof as if he were the owner.

This Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

Secured by this Secretary, to receive his instrument, to receive his signature by Justice and witness of me, to pay, the money which he has

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following breach of any covenant or agreement in this Security Instrument (but not prior to acceleration due to non-payment of principal or interest) if such notice is given to Borrower, by which the defaulter is given 30 days from the date the notice is given to Borrower, to cure the default unless applicable law provides otherwise; (a) the defaulter must be given 30 days from the date the notice is given to Borrower, by which the defaulter must be given 30 days from the date the notice is given to Borrower, to cure the default unless applicable law provides otherwise; (b) the defaulter must be given 30 days from the date the notice is given to Borrower, by which the defaulter must be given 30 days from the date the notice is given to Borrower, to cure the default unless applicable law provides otherwise; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be given 30 days from the date the notice is given to Borrower, to cure the default unless applicable law provides otherwise; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums and interest due.

NON-UNIFORM GOVERNANTS. Bottower and Lender, further covariant and agree as follows:

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, 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 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.

10. Borrower Not Released; Forbearance By Lender 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 Borrower'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.

11. Successors and Assigns; Joint and Several Liability; Co-signers. 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and 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 or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan 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 loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which 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 to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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. 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 had no acceleration 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 paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph 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.

7. Protection of Lenders' Rights in the Property, Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or, here is a legal proceeding that may significantly affect the value of the property, Lender has the right to make repairs, although Lender does not have to do so.

Instrumentum in immediate prior to the acquisition.

Unless Lessee and 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 paragraph 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower, right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender in order to the extent of the sums secured by this Security interest.

All insurance policies and renewals shall be acceptable to Lender; and shall include a standard mortgage clause.

5. **Hazard Insurance.** Borrower shall keep the property contents now existing or hereafter erected on the Property of the Lender against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires insurance. The insurance carrier providing the insurance shall be chosen by Borrower and subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly disclose any information which has priority over this instrument unless Borrower: (a) consents in writing to the payment of the obligation in a manner acceptable to Lender; or (b) consents in writing to the letter of credit issued by the Lender in a manner acceptable to Lender; or (c) consents in writing to the lease of equipment by the Lender in a manner acceptable to Lender.

4. **Chargess**: Liens, Borrower shall pay all the taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Interest in the event of sale or transfer of the property.

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Property shall pay all the taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Interest in the event of sale or transfer of the property.

4. **Chargess**: Liens, Borrower shall pay all the taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Interest in the event of sale or transfer of the property.

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 19 the Property is sold or acquired by Lender, any funds held by Lender at the time of application as earnest against the sums secured by this Security Instrument.

If the amount of funds held by Landlord, together with the future monthly payments of Funds payable prior to this Security instrument, exceeds the amount required to pay the escrow items when due, the excess shall be paid by Borrower, either promptly repaid to Borrower or dedicated to Borrower on monthly payments of Funds. If the due dates of the escrow items shall exceed the amount required to pay the escrow items when due, the excess shall be paid by Borrower, either to pay the escrow items when due, or dedicated to Borrower on monthly payments of Funds when due.

Lender may agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay interest on the funds. Funds shall give to Borrower, without charge, an annual accounting of the funds showing credits and debits to the funds. Lender shall give to Borrower each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Security instrument.

The Funds shall be held in an institution which are insured or guaranteed by a Federal state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items under my note charge for holding and applying the Funds. Lender shall make arrangements to pay the debts of the Fund holders.

to Lender or to the City authority payments are due under the terms and conditions set forth in the Note.

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

1. Payment of Premium and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt due under the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay to each of the tax authorities and insurance companies under the Note the amount of taxes and insurance premiums due under the Note.