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CONDOMINIUM RIDER 500 (12)

THIS CONDOMINIUM RIDER is made this 17th day of July, 1989, 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 the Borrower's Note to HOUSEHOLD BANK, f.s.b. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4120 LOVE UNIT #B GLINVIEW, I., 60025
(Property Address)

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

DEAR LOVE WEST
(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 the 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 4 for the monthly payment to Lender of twelfth of the yearly premium installments for hazard insurance on the project; 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 B.

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 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 the 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 fixed 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.

Judy L. Oakley (Seal)
JUDY L. OAKLEY Borrower

(Seal)
Borrower

3810313

(Seal)
Borrower

(Seal)
Borrower

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After Identified

MORTGAGE ISSUED IN DUPLICATE #5001912

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 17 19 89 The mortgagor is JUDY L. OAKLEY, A SPINSTER

("Borrower") This Security Instrument is given to HOUSEHOLD BANK f/s/b, A FEDERAL SAVINGS BANK which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 255 EAST LAKE STREET BLOOMINGDALE, ILLINOIS 60108 ("Lender"). Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND FOUR HUNDRED AND NO 00/100THS

Dollars (U.S.) \$5,400.00

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 AUGUST 1 2019. 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:

UNIT NUMBER 4120-B IN DEARLOVE COVE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF LOT 1 IN DEARLOVE APARTMENTS BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 32, AND OF PART OF LOTS 9 AND 12 IN COUNTY CLERK'S DIVISION OF SAID SECTION 32, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 3070288 AND RECORDED AS DOCUMENT NUMBER 24795685, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25288521 AND REGISTERED WITH THE COOK COUNTY REGISTRAR OF TITLES AS DOCUMENT NUMBER LR 3137379 AS AMENDED BY SECOND AND FINAL AMENDMENT REGISTERED ON THE 28TH DAY OF OCTOBER 1980, AS DOCUMENT NUMBER 3125408 AND RECORDED WITH THE COOK COUNTY RECORDER TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PHONE (4-32-601-125-1197

which has the address of 4120 COVE UNIT #B GLENVIEW which has the address of 60025 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.

Legal description of Unit #B in Dearlove Cove Condominiums 7/17/89

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Handwritten notes and signatures at the top right corner.

HARRIED BY AND MAIL
HOUSEHOLD BANK
555 EAST LAKE STREET
HOMERIDGE, ILLINOIS 60108
HENRY A. FLISS

38
03
15

3810315

Account: Driver duplicate
Address: 1989
Notified: 1989

My Commission expires: 9-8-89
1989 JUL 18
GIVEN under my hand and official seal, this 17TH day of JULY, 1989

I, THE UNDERSIGNED
STATE OF ILLINOIS
County ss
do hereby certify that JUDY L. OAKLEY, A SPINSTER
personally known to me to be the same person(s) whose name(s) is
subscriber to the foregoing instrument, appeared before me this day in person and acknowledged that s/he
signed and delivered the said instrument as HER
free and voluntary act, for the uses and purposes therein
set forth.

Notary Public in and for said county and state,
County ss

By SIGNING Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders, executed by Borrower and recorded with it

1. Condemnium Rider
 Graduated Payment Rider
 Planned Unit Development Rider
 Family Rider
 Others (specify)

20. Lender in Possession. Upon acceleration under paragraph 19 or abatement of the Property, and at any time but not limited to, reasonable attorney's fees and costs of title evidence.
21. 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 reconveyance costs.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Terms to this Security Instrument. If one or more riders are executed by the Borrower and recorded together with this Security Instrument, the provisions and agreements of such rider shall be incorporated into and shall amend and supplement the provisions and agreements of this Security Instrument as if the riders were a part of this Security Instrument (check or punchable boxes)

19. Acceleration; Remedies. Lender shall give notice of acceleration prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 17 and 18 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose on this Security Instrument by judicial proceeding before the date specified in the notice.

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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 a 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 of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; 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 11. 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. **Notice.** 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) 30 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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DEFINITIONS. Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law of the State of California, 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") equal to one-twelfth (1/12) of any yearly taxes and assessments which may be levied on the Property, and (d) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (e) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution or account of which are insured or guaranteed by a federal or state agency (including Lender) if Lender is such an institution. Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds or for verifying the escrow items, unless Lender may charge for holding and applying the Funds or for verifying the escrow items, unless Lender in connection with borrower's escrow items into this Security Instrument to pay the cost of an independent real estate appraisal shall not be a charge for purposes of the preceding sentence. Borrower and 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 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be credited to Borrower or applied to the escrow items when due. Borrower shall be deemed to have authorized Lender to make any necessary or make up the deficiency in one or more payments as authorized by Lender.

If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as authorized by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If the Property is sold, acquired or otherwise disposed of by Lender, Lender shall apply, no later than a reasonable time prior to the sale of the Property, to its acquisition by Lender, all Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges (due under the Note), second, to prepayment charges due under the Note, third to amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may remain owing to the Security Instrument, and leasehold payments or ground rents, if any, on the Property which may remain owing to the Security Instrument. Lender may give Borrower a notice of the lien on the Property is subject to a lien which may remain owing to the Security Instrument. Lender may give Borrower a notice of the lien on the Property is subject to a lien which may remain owing to the Security Instrument. Lender may give Borrower a notice of the lien on the Property is subject to a lien which may remain owing to the Security Instrument. Lender may give Borrower a notice of the lien on the Property is subject to a lien which may remain owing to the Security Instrument.

5. Hazard Insurance. Borrower shall keep the improvement in an existing or better erected on the Property insured against loss by fire, hazards included under the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount is a for the periods that Lender requires. The insurance shall be maintained in the amount is a for the periods that Lender requires. The insurance shall be maintained in the amount is a for the periods that Lender requires. The insurance shall be maintained in the amount is a for the periods that Lender requires.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially impair the Property or any part thereof, or allow the Property to deteriorate or become vacant, or to be used for any purpose other than that intended by the parties to the Security Instrument. Borrower shall promptly repair or restore the Property or any part thereof, or allow the Property to deteriorate or become vacant, or to be used for any purpose other than that intended by the parties to the Security Instrument. Borrower shall promptly repair or restore the Property or any part thereof, or allow the Property to deteriorate or become vacant, or to be used for any purpose other than that intended by the parties to the Security Instrument.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the obligations and agreements contained in this Security Instrument, or otherwise a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy) proper, for condemnation or to enforce laws or regulations), then Lender may go and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

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.

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