

UNOFFICIAL COPY
CONDOMINIUM RIDER

01-47260-02

THIS CONDOMINIUM RIDER is made this 7TH day of SEPTEMBER, 1989, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to CRAGIN FEDERAL BANK FOR SAVINGS (herein "Lender") and covering the Property described in the security instrument and located at 4144 COVE LANE UNIT E GLENVIEW, ILLINOIS 60025

(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as HEARLGOVE COVE (Name of Condominium Project) (herein "Condominium Project").

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

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such 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 such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

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

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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 material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

YEFIM BERDICHEVSKY
YEFIM BERDICHEVSKY —Borrower

POLINA BERDICHEVSKY
POLINA BERDICHEVSKY —Borrower

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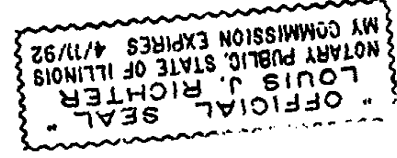
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CAROL HOSELEY BRAUN
REGISTRAR OF TITLES

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RETURN TO BOX 403

(Space Below This Line Reserved For Lender and Recorder)



[Signature]
Notary Public

My Commission expires:

Given under my hand and official seal, this 27th day of SEPTEMBER, 1989.

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) are

do hereby certify that YEFIM BERDICHEVSKY AND POLINA BERDICHEVSKY, HUSBAND AND WIFE

I, Louis J. Richter, a Notary Public in and for said county and state,

STATE OF ILLINOIS, Cook County ss:

[Signature]
POLINA BERDICHEVSKY

[Signature]
YEFIM BERDICHEVSKY

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

20. Appointment of Receiver: Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial 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 of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the Mortgage, except the original amount of the Note plus US \$ 1,000.00, be advanced in accordance herewith to protect the security of this Mortgage. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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This instrument was prepared by:

RICHARD J. JAHNS
(Name)
5133 W FULLERTON AVE
(Address)
CHICAGO, IL 60639

MORTGAGE

THIS MORTGAGE is made this 7TH day of SEPTEMBER 1989, between the Mortgagor, YEFIM BERDICHEVSKY AND POLINA BERDICHEVSKY, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, CRAGIN FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 5133 West Fullerton - Chicago, IL, 60639 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY FIVE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated SEPTEMBER 07, 1989 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 01, 2004.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

Unit No. 4144-E in DEARLOVE COVE CONDOMINIUMS as delineated on a survey of the following described real estate:

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 3 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 24795675, all in Cook County, Illinois.

which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document No. 25288521 and registered as Document No. 3137379 together with its undivided percentage interest in the common elements.

which has the address of 4144 COVE LANE UNIT E GLENVIEW ILLINOIS 60025 (herein "Property Address");
(Street) (City) (State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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9-28-89 lease affects ppty on GC 1355694 & other ppty

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