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FORM 211

DOCUMENT NO.

1464841

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

David J. Beigl

Brenda "

" Stein

DATE OF SEARCH:

7/18/05

RESULT OF SEARCH:

6/27/905*

none

none

INTENDED GRANTEEES OR ASSIGNEES:

Patricia A. Layne

Angelina "

90 JUL 27 FILED 05

RECEIVED
COOK COUNTY CLERK'S OFFICE
JULY 27 2005

RESULT OF SEARCH:

6/27/905*

none

none

GREATER ILLINOIS
TITLE COMPANY
BOX 116
Park

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CONDOMINIUM RIDER S 0 0

THIS CONDOMINIUM RIDER is made this 27TH day of JUNE , 19 90
 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
FIREMAN'S FUND MORTGAGE CORPORATION, A DELAWARE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
5766 W. HIGGINS AVE., CHICAGO, IL 60630

(Property Address)

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

(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;

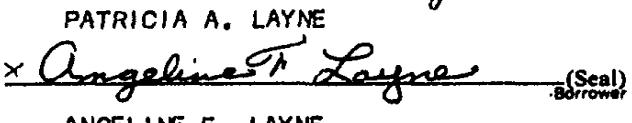
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(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.


 PATRICIA A. LAYNE (Seal)
Borrower


 ANGELINE F. LAYNE (Seal)
Borrower

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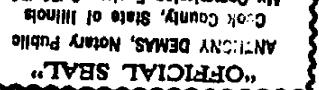
OAK FOREST, IL 60452

4849 W. 167TH STREET

FIREMAN'S FUND MORTGAGE CORPORATION

RETURN TO:

ERIN STEWART

Notary Public
Cook County, State of IllinoisANTHONY DEMAS, Notary Public
"OFFICIAL SEAL"

Given under my hand and official seal, this 27 day of June, 1990

My Commission expires: June 21, 1993

set forth.

Signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes thereinsubscribed 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)

do hereby certify that PATRICIA A. LAYNE AND ANGELINE F. LAYNE, A WIDOW AD

/BIVORACED AND NOTARIZE REINANNA C. COOK

, a Notary Public in and for said county and state,

County ss: Cook

Cook

County ss: Cook

I, ANTHONY DEMAS Notary Public, STATE OF ILLINOIS,

ANTHONY DEMAS

Cook

Borrower
(Seal)Borrower
(Seal)

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1550 JUN 27 PM 2-19

CAROL MCGEE & T. SWAN
REGISTRAR OF TITLES

NOTE IDENTIFIED

~~NOT DUE TO DATE~~

Space Above This Line For Recording Data

3892500

Submitted by

3892500

Address

Deliver to

Address

Deliver duplicate Trust

Dated

Address

Address

518293-4

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 27TH
 19 90. The mortgagor is PATRICIA A. LAYNE, DIVORCED AND NOT SINCE REMARRIED AND
 ANGELINE F. LAYNE, A WIDOW

("Borrower"). This Security Instrument is given to FIREMAN'S FUND MORTGAGE CORPORATION
 which is organized and existing under the laws of DELAWARE , and whose address is
 27555 FARMINGTON ROAD P.O. BOX 1505, FARMINGTON HILLS, MICHIGAN 48333 ("Lender").
 Borrower owes Lender the principal sum of

SIXTY THOUSAND AND 00/100 Dollars (U.S.) 60,000.00). 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 JULY 01ST, 2020. 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 B-2 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 26TH DAY OF JUNE 1981 AS DOCUMENT NUMBER 3221207. AN UNDIVIDED 11.6106% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: LOT 197 (EXCEPT THE EAST 20 FEET THEREOF) ALL OF LOT 198 AND ALL OF LOT 199 IN WILLIAM ZELOSKY'S JEFFERSON PARK SUBDIVISION IN THE EAST ONE HALF (1/2) OF THE SOUTHEAST FRACTIONAL ONE QUARTER (1/4) NORTH OF THE INDIAN BOUNDARY LINE OF FRACTIONAL SECTION EIGHT (8), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-08-413-047-1005 ✓

which has the address of 5766 W. HIGGINS AVE.
 (Street)

, CHICAGO

(City)

Illinois 60630
 (Zip Code)

("Property Address");

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 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.

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Any amounts disbursed by Lender under this Paragraph / shall become obligations 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 until paid in full, plus interest, upon notice from Lender to Borrower requesting

In court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

The Property, allow the Proprietor to determine the proportion of the common waste, if the lessee acquires fee title to the property, the leasehold and free title shall not merge unless leasee merges with the Proprietor in writing.

Instrument immediately prior to the acquisition.

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 the payments, if under Paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property shall be limited to the extent of the excess of the sums received by Lender over the amounts paid 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 Bor-

or paid premiums and renewals notices, in the event of loss, borrowee shall give prompt notice to the insurance carrier, and Lender, Lender may make proof of loss if not made promptly by Borrower.

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

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 unreasonable without undue expense.

5. Hazarded 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 for which Lender requires

is subject to a fine which may attach priority over this Security instrument. Lender may file Borrower or take one or more of the steps set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any liability which he has incurred by his Security Instrument unless Borrower: (a) Breaches the agreement of the payee mentioned in paragraph (b) above or (b) commits in good faith any act which violates the terms of this Security Instrument.

Under this paragraph, if Borrower makes these payments, Lender may demand prompt payment of all principal and interest due under the Note and all other amounts due hereunder.

4. **Charges:** Lenses, Borrower's fees, all taxes, assessments, charges, fines and impositions attributable to the Proper
ty which may attach priorly over this or any instrument, and leasehold payments of 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 due to the persons owed by him. Borrower shall promptly furnish to Lender all notices of amounts to be paid

I and 2 shall be applied: first, to late charges due under the Note; second, to prepayments of charges due under the Note; third to amounts payable under Paragraph 2; fourth, to interest due and last, to principal due.

3. **Amendments to the Agreement**: The parties agree that any changes to the terms of this Agreement must be made in writing and signed by both parties.

Upon payment in full of all sums received by Lender, Lender shall promptly return to Borrower any funds held by Lender.

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 of more payments as required by Lender.

due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, a Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the instrument, exceeds the sum of the principal amount outstanding plus the interest accrued thereon, then the trustee may demand payment of such excess.

to be paid, without which debts due to the Funds will remain unpaid, and the Fund will be unable to meet its obligations to its members.

State Agency Lender is subject to law in its jurisdiction). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds,analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires otherwise, any interest or penalties on the Funds, Lender shall abide by the rules of the Funds.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a Federal Credit Union, and reasonable expenses of future escrow fees.

Leenderder on the dry monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Leenderder may settle the Funds due on the basis of current damages.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay all taxes and insurance premiums and other charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant 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 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 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. 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) 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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