DESCRIPTION OF

MOFFICIAL<sub>2</sub>QOPY

Preparel By WHEN RECORDED MAIL TO

GREENWICH CAPITAL FINANCIAL, INC. 125 WINDSOR DRIVE, SUTTE 124 OAK BROOK, IL 60521

Loan #: 95645 Process #:

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MICHAEL P. MCGUIRE, A BACHELOR

November 6, 19 90. The

("Borrower").

This Security Instrument is given to

GREENWICH CAPITYL FINANCIAL, INC.

,which is organized and existing

The Style of Delaware under the laws of and whose address is 600 E. Las Colinas Blvd. #1802, Irving, TX 75039

("Lender").

Ecrrower owes Lender the principal surjec One Hundred Fifty Thousand and No/100

150,000.00 4 Dollars (U.S. \$ ). 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 . 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) performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower (oca hereby mortgage, grant and couvey to Lender the following described property located in

UNIT 60-'D' IN FOREST EDGE TOWNHOMES CONDOMINIUM AS DELINEATED ON A UNIT 60-'D' IN FOREST EDGE TOWNHOMES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 1 IN FOREST EDGE SUBDIVISION OF LOT 11 MCCABE'S DEE ROAD
SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 41
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF FILED MAY 27, 1976 AS DOCUMENT LR2871935 AND THE SOUTH 114
FEET OF THE NORTH 521.5 FEET OF THE EASTERLY 267.3 FEET OF THE NORTH
WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR PUBLIC ROADWAY), WHICH
SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM
FILED AS DOCUMENT LR3444070 TOGETHER WITH ITS UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON FLEMENTS. IN COOK COUNTY, ILLINOIS. INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN 09-34-101-038-1009

TOGETHER WITH all the improvements now or hereafter effected on the prock and all fixtures now or hereafter appurtenances, rents, royalties mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter appurtenances, rents, royalties mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter appurtenances, rents, royalties mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter appurtenances, rents, royalties mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter appurtenances, rents, royalties mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter appurtenances, rents, royalties mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter appurtenances. All of the foregoing 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.

ILLINOIS -Single Family- FNMA/FHLMC UNIFORM INSTRUMENT

LaserCon (TM) by Delphi Information Eclement Corp. LDooli 2 page 1 of 4

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Property of Cook County Clerk's Office

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HTINOIS -Sidge Family- FUMA/FHLMC UNIFORM INSTRUMENT

limited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property is unencumbered, except for cacumbrances of record. Borrower warrants and demands, subject to the Property sgainst all claims and demands, subject to any sources of record.

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."

(20 Code)

U. LAINDSEK

("Property Address");

(mass)

89009

which has the address of

PARK NINGE

**90 SOUTH DEER ROWD CALLE D** 

Opens Opens SEE EXHIBIT "A" ATTACHED HIRETO AND MADE A PART HEREDF.

The Clarks Office

County, Illinois:

**BOADTROM** 

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### UNOFFICIAL3GORY 7

requesting payment.

Security Instrument. Unless Borrower and Lender this paragraph 7 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

paragraph 7, Lender does not have to do so.

may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying teasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this merge uniess Lender sgrees to the merger in writing.

7. Protection of Lender's Right in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations), then Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations), then Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations), then Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations), then Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations), then the property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations).

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Lesseboids. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lesschold, Borrower shall comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lesschold and fee title shall not comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lesschold and fee title shall not

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amounting under paragraph 19 the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Institute in the Property prior to the acquisition

the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 3(-d) y period will begin when applied to the sums secured by this Security Instrument, whether or not then due, with an excess paid to Borrower. It Borrower abandons the Property, or does not answer within 30 days a notice from Lender, Let the insurance carrier has 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 be security is not lessenced. If the restoration or repair is not economically feasible or Lender's security would be lessence, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessence, the insurance proceeds shall be

All incurance policies and renewale shall be acceptable to Lender at d shall include a standard mortgage clause. Lender schall have the right to hold the policies and renewals. If Lender requires, Dorrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

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against loss by fire, hazards included within the term "extended - verage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and or 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 unreasonably

Borrower shall promptly discharge any lier which has priority over this Security Instrument unless Borrower: (a) sgrees 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 or forfeiture of any part of 'ne Property, 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 retions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured assint Insurance. Borrower shall beep the improvement now existing or the effect on the Property insured assint by the income of the insurance. Borrower shall be term "satended or versee" and any other bazards for which Lender requires

which may sitain priority over this first instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time the person owed payment. Jointo ver shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payment, do not a function of amounts to be paid under this paragraph. If Borrower makes these payments are directly, Borrower shall promptly furnish to Lender receipts evidencing the 4. Chargest Liens. Borrow a risil pay all taxes, assessments, charges, fines and impositions attributable to the Property

amount of the finds held by Lender is not suntcient to pay the escrow items when due, notitiver shall per to reduce any amount of the finds held by Lender is not controver shall be a secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender, it under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than as a credit against the turns accured by this Security Instrument,

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be explicitly instrument.

Paragraphs I and 2 shall be explicitly instrument, in the lotter is and said to prepayment charges due under the Note; accound, to prepayment charges due under the Note; the little of the payment charges due under the lotter in the little of the innerigal due.

Accounts payable is not paragraph 2; fourth, to interest fines and innocations attributable to the Property of the later, charges then and innocations attributable to the Property

are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the variety held by Lender, together with the future monthly payments of Funds payable prior to the dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the exects shall be, at Borrower's conjon, either promptly repaid to Borrower or eredited to Borrower on monthly payments of Funds. If the amount of the Funds of Funds when due, Borrower shall pay to Lender any amount of the Funds of Funds of Funds.

agency (including Lender is auch an institution face deposits or when are insured or guaranteed by a receist or same agency (including Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the account or verifying the escrow items, unless Lender to pay not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless Lender in Sorrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in not be a charge. A charge assessed by Lender in not be a charge on witing that interest shall be paid not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid not be required to a charge tor purpose of the funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds and the purpose for which each debit to the Funds was made. The Funds the Funds and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are plederd as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state reasonable estimates of future eserow items. 2. Funds for Taxes and lasurence. Subject to applicable law or to a written waiver by Lender, 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 of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lessehold twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lessehold payments or ground rents on the Property, if any, (c) yearly hazard 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 secrous items.

UNIPORM COVENANTS. 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 of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote.

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If Lender required mortgage insurance is 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. Borror or Not Released; Forbearance by Lender Not a Walver. Extension of the time for payment or modification of amortization or 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 commerce proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the suns secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in increst. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any light or remedy.

11. Successors and Assign 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 water 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.

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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, (ne 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 in trument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stee 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 unuse to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by across to Borrower. Any notice provided for in

this Security Instrument shall be deemed to have been given to Borrower or Lender with 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 will 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 to the expiration of this period, Lender may invoke any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Reinstate. 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.

### UNOFFICIAL, GOPY

Ioan #: 95645 Process #:

#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 6th day of November, 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

GREENWICH CAPITAL FINANCIAL, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

#### 60 SOUTH DEE ROAD UNIT D, PARK RIDGE, IL 60068

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

#### FOREST FDGE TOWNHOMES CONDO

(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 1/2 addition to the covenants and agreements made in the Security Instrument, Borrower and Lender covenant and agree as follows:

- A. Condominium Obligations. Borrover snall 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 log mations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant or 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 latis actory 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 tor 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 maintair, hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard imprance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of responsition or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrows, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess pair to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reason for 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, whe her of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to 1 ender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Cover. 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 adandonment 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 Document 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.

MICHAEL P. MOGUIRE	(Scal)	(Scal)
######################################	(Seal)	(Scal)

### UNOFFICIAL: GOPY7

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 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) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this 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 in 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 this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

20. Lender in Possessian. Unon acceleration under paragraph 19 or abandonment of the Property and at any time.

20. Lender in Possession. Upon acceleration under paragraph 19 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. Any 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 attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

22. Waiver of Homestead. Borrower		
23. Waiver of nomestead. Borrower this Security Instrument, the covenants are supplement the covenants and agreement Instrument. [Check applicable box(es)].	nd. If one or more riders are executed agreements of each such rider should be of this Security Instrument as	ated by Borrower and recorded together with all be incorporated into and shall amend and if the rider(s) were a part of this Security
Adjustable Fate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Developme	nt Rider
Other(s) [specify]		
O <sub>X</sub>	Co	
BY SIGNING BELOW, Borrower ac and in any rider(s) executed by Borrower a	cepts and crees to the terms and cound recorde I with it.	venants contained in this Security Instrument
Thicket PM. I.	(Scal)	(Scal)
MICHAEL P. MCGUIRE	-Bbrrowel	-Bàrrowsi
<u> </u>	(Scal)	(Scal)
State of Illinois.	County sa	March
The foregoing instrument was acknowle		y of feloher 19 10 , by
Mitness my hand and official scal.	bachelon	7
Don Notary Pul C	ICIAL SEAL" Inlica Cece blic, State of Illinois book County Illinois 5/14/94	Notary Public

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CAROLIES OF THUES

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