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REGISTRAR OF TITLES  
CAROL MUSCELLY BRAUER

JUL 30 AM 11:15 1991

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## MORTGAGE

2005-11319

MHC

THIS MORTGAGE ("Security Instrument") is given on JULY 26, 1991 . The mortgagor is

ANTONIO P. PERONA and ROSALINA P. PERONA, BOTH DIVORCED AND NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to

WINDSOR MORTGAGE INC., ITS SUCCESSORS AND/OR ITS ASSIGNS

which is organized and existing under the laws of the States of Illinois , and whose address is 999 WAUKEGAN ROAD GLENVIEW, IL. 60025

("Lender"). Borrower owes Lender the principal sum of

SEVENTY SEVEN THOUSAND FOUR HUNDRED AND NO/100 Dollars (U.S. \$ 77,400.00 ). 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, 2021 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 4194-C, IN THE DEARLOVE COVE CONDOMINIUM 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 ALL IN PART OF LOTS 3 AND 12 IN COUNTY CLERK'S DIVISION OF SAID SECTION 32, TOWNSHIP #2 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCD TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR3070288 AND RECORDED AS DOCUMENT NUMBER 2020665 ALL IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER LR3137379 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

7-30-on Deed off record Date ID  
6250364-L 7312936 (2)

which  
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(Ind 35288521)

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Form 301A 9/90

Page 6 of 6

This instrument was prepared by: WINDSOR MORTGAGE INC., GLENVIEW, IL.

*[Handwritten signature]*

Notary Public  
HOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/6/92

My Commission Expires: LARRY D. BERG  
Given under my hand and delivered the said instrument as Chec~~le~~ free and voluntary act, for the uses and purposes herein set forth.  
Signed and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
subscribed to the foregoing instrument, and purposed to do the same person(s) whose name(s)  
personally known to me to be the same person(s) whose name(s)

ANTONIO P. PERONA AND ROSALINA P. PERONA, BOTH DIVORCED AND NOT SINCE REMARRIED

• A Notary Public in and for said county and state do hereby certify

1. *LARRY D. BERG*

Cook County as:

STATE OF ILLINOIS.

Social Security Number

Borrower  
(Seal)

Social Security Number

Borrower  
(Seal)

Social Security Number 376-66-4513

Borrower  
(Seal)

ROSALINA P. PERONA

Borrower  
(Seal)

Social Security Number 576-92-6950

Borrower  
(Seal)

ANTONIO P. PERONA

Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

- Check applicable boxes.)
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider          | <input type="checkbox"/> V.A. Rider             |
| <input checked="" type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Ballloon Rider         |
| <input checked="" type="checkbox"/> 1-4 Family Rider               | <input type="checkbox"/> Graduate Payment Rider |
| <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> Biweekly Impairment Rider      | <input type="checkbox"/> Second Home Rider      |
| <input checked="" type="checkbox"/> Other(s) [Specify]             | <input type="checkbox"/> Other(s) [Specify]     |

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the agreements and requirements of this Security Instrument as if the rider(s) were a part of this Security Instrument and supplemental to the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument.

WINDSOR MORTGAGE INC.  
999 WAKECAN ROAD,  
GLENVIEW, IL, 60025  
WHEN RECORDED, PLEASE RETURN TO:

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Form 301A 9/90

VMP MORTGAGE FORMS • 13120 S. ALTOO • (800) 621-7221

ILLINOIS - Single Family-Personal Mail/Office MAIL INSTRUMENT  
• (800) 621-7221

Page 1 of 6

Illinois Zip Code: 60025 ("Property Address")  
which has the address of:  
(Street, City).  
GLENVIEW

STATE OF ILLINOIS, COUNTY OF COOK COUNTY, ON JUNE 24, 1991, AS  
PRINCIPAL, MARILYN, ADDRESSES 42 NORTH, SUITE 1100, 13120 THE THIRD  
(1/2) SECTION 32, TOWER HALL LTD, TRAILER BUILDING IN THIS TOWER  
SOUTHWEST CORNER OF 13120 NORTH HAWTHORPE AVENUE A  
EAST OF THE RIVERDALE INDUSTRIAL AREA, IN DEERFIELD PARISHES A  
COUNTY CLARK, 5 DIVISION OF SECTION 32, TOWER HALL LTD,  
1, EXCEPT THAT PART TOWER HALL LTD, LOT 13 IN  
LINE 616.00 FEET SOUTHWESTLY OF THE NORTHWESTERN CORNER OF 810 LOT  
TWO BROWNSVILLE LINE OF 810 LOT 1 AT A POINT ON 810 SOUTHCLIFFE  
TRACT PART OF 810 LOT 1 LYING SOUTHWESTLY OF A LINE DRAWN AT 80 DEGREES TO  
DESCRIPTIVE, EXCEPT SWW UNITES DESCRIBED PREVIOUSLY.  
AN UNDIVIDED .306 PRACTICE INTEREST (EXCEPT SWW UNITES DESCRIBED AND  
ALSO  
PART OF A DECLARATION OF CONDOMINIUM ORGANIZATION REFERRED TO AS 10TH  
DAY OF DECEMBER, 1979 AS DOCUMENT NUMBER 3137320.  
AN UNDIVIDED .306 DESCRIPTIVE IN 810 SURVEY NUMBER 3137320.

625036 NC 7-7312936 (2)  
THIS MORTGAGE ("Mortgage") is given on JULY 26, 1991.  
The mortgagor is:  
ANTONIO P. PERONA and ROSALINA P. PERONA, BOTH DIVORCED AND NOT SINCE REMARRIED

MORTGAGE  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES  
100 E. ALMINE DR.  
JULY 30 1991  
2005-11319

3983743

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Mr. & Mrs. 1	3983743	3983743	3983743	C. T. T. C.
Family	Family	Family	Family	Family
Date	Date	Date	Date	Date
Print	Print	Print	Print	Print

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WHEN RECORDED, PLEASE RETURN TO:  
WINDSOR MORTGAGE INC.  
999 WAUKEGAN ROAD,  
GLENVIEW, IL. 60025

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*X Antonio P. Perona* (Seal)

ANTONIO P. PERONA

Borrower

Social Security Number 576-92-6950

*X Rosalina P. Perona* (Seal)

ROSALINA P. PERONA

Borrower

Social Security Number 576-66-4513

Social Security Number

(Seal)

Borrower

Social Security Number

(Seal)

Borrower

STATE OF ILLINOIS,

I, *LARRY D. BERG*  
that

ANTONIO P. PERONA AND ROSALINA P. PERONA, BOTH DIVORCED AND NOT SINCE REMARRIED

*Cook* County ss:

, a Notary Public in and for said county and state do hereby certify

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and affidavit seal, this 26th day of

JULY 1991

\* OFFICIAL SEAL

My Commission Expires: *LARRY D. BERG*  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRED 7/8/92

Notary Public

This Instrument was prepared by: WINDSOR MORTGAGE INC., GLENVIEW, IL.

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

**UNIFORM 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 Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or 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 directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees 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 in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 actions set forth above within 10 days of the giving of notice.

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23. Whether or from time to time, Borrower will have the right of foreclosure on the Property.  
Without charge to Lender, Borrower shall pay any recorded instrument costs.
22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
21. Including, but not limited to, reasonable attorney fees and costs of title evidence.
20. Proceedings by this Security Instrument without further demand and may foreclose this Security Instrument in full at any time before the date specified in the note. Lender, at his option, may require immediate payment in full of all sums accrued by this Security Instrument until further notice, unless otherwise directed in the note.
- (d) Non-exercise of a default or non-delivery of Borrower to accelerate the date specified in the note in accordance with the terms of the note to the date of the note, by written notice to the Borrower, by which the defaulter must be cured; and (e) a date, not less than 30 days from the date the note is given to Borrower, by which the defaulter must be cured; and (f) any applicable law provides otherwise). The note shall apply to acceleration under paragraph 17 unless of any agreement of Borrower prior to acceleration following Borrower's breach.

## 21. Acceleration; REMEDIES; Borrower and Lender further covenant and agree as follows:

- NON-UNITORIAL COVENANTS. Borrower and Lender further covenant and agree as follows:
- relative to health, safety or environmental protection.
- Paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that regulate activities that pollute or harm the environment. As used in Environmental Law and the following subsections, unless otherwise indicated, "pollution, contamination or toxic products, wastes and substances;" include asbestos, radioactive materials, toxic materials, toxic products, wastes and substances; pollution, contamination or toxic products, wastes and substances; and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. A use of any word in this paragraph 20, "Hazardous Substances" are those substances described as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law.
- Borrower shall provide Lender notice of any party involving the Property in a manner removal of which Borrower has actual knowledge. If Borrower is necessary or responsible for removal of other remediation of any Hazardous Substance affecting the Property, Borrower shall promptly take any necessary action to remove the same.

20. Hazardous Substances or any agency or private party involving the Property, and any Hazardous Substance or Environmental Law, Borrower shall provide Lender notice of any investigation by any government or regulatory authority and to whom it is directed by Borrower.
- Hazardous Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any investigation by Borrower.

19. Sale of Note; Change of Lender. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the loan servicer intended to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 1 above and applicable law. The notice will state the name and address of the new loan servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

- not apply in the case of acceleration under paragraph 17.
18. Borrower's Right to Remedy. If Borrower fails to pay these sums prior to the expiration of this period, Lender has the right to accelerate the note and to foreclose on the note if no acceleration had occurred. However, this Security Interest in the note will not be valid if the note is not timely paid and the note is not accelerated by Lender.
- Lender shall receive payment of the note in the form of a judgment entered against this Security Interest and the note will be delivered to Lender by the court or sheriff. Lender's rights in the note are limited to pay the amounts secured by this Security Interest.
- Lender shall receive payment of the note in the form of a judgment entered against this Security Interest and the note will be delivered to Lender by the court or sheriff. Lender's rights in the note are limited to pay the amounts secured by this Security Interest.
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 his option, require immediate payment in full of all sums secured by this Security Interest. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Interest.



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**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 as if no acceleration had 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 will 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. 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 recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

**11. 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.

**12. 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.

**13. 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.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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MULTIUNIT CONDOMINIUM RIDER-Single Family-Family/Multi Family/Multi Unit INSTRUMENT Form 31A0 8/90

Owner's Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Borrower, whether to the unit or to common elements, may proceed privately to recover the hereby insuring the Property, which either to the unit or to common elements, may proceed privately to recover the hereby insuring a loss to the extent of a distribution of hazard insurance proceeds in lieu of restoration or replacement following a loss to the extent of any liability incurred in repairing hazard damage.

Borrower shall give Lender prompt notice of any liability incurred in repairing hazard damage.

Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the

one-twelfth of the yearly premium installments for hazard insurance on the property; and

(i) Lender will give the provider in Uniform Covenant 2, the nonnally payable to Lender of

fire and hazards included within the term "extended coverage," later.

Provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including

carrier, a "master" or "blanket" policy on the Condominium Project which is subject to Lender and which

B. Hazard Insurance. So long as the Owner's Association maintains, with a generally accepted insurance

constituent documents included within the term "extended coverage," the

equivalent documents, Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Condominium Project which creates the Condominium Project (ii) by-laws; (iii) code of regulations; and (iv) other

Condominium Project's constituent Documents, the "Condominium Documents" are the: (i) Declaration or any

A. Condominium Obligations, Borrower shall perform all of Borrower's obligations under the

Instrument, Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security

Borrower's interest.

Property also includes Borrower's interest in the Owner's Association and the uses, proceeds and benefits, of the "Owner's Association," which title to property for the benefit or use of its members or shareholders, the "Condominium Project"), if the owners association or officer entity which acts for the Condominium Project

Name of Condominium Project

[Property address]

4194 COVER LANE UNIT C, GLENVIEW, IL, 60025

of the same date and covering the property described in the Security Instrument and located at: (the "Lender")

WINDSOR MORTGAGE INC., ITS SUCCESSORS AND/OR ITS ASSIGNS

Borrower's Name to Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure 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

THIS CONDOMINIUM RIDER is made this 26th day of July, 1991

## CONDOMINIUM RIDER

2005-11319

# UNOFFICIAL COPY

**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 10.

**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.

*X Antonio P. Perona* \_\_\_\_\_ (Seal)  
ANTONIO P. PERONA \_\_\_\_\_ -Borrower

*X Rosalina P. Perona* \_\_\_\_\_ (Seal)  
ROSALINA P. PERONA \_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
\_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
\_\_\_\_\_ -Borrower

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