

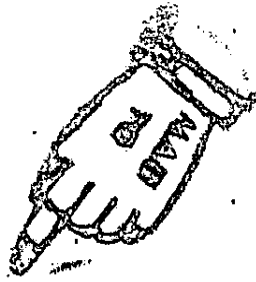
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00179124

Illinois - Variable Rate (Open End)

1982/0019 21 001 Page: 1 of 13  
2000-03-13 15:11:15  
Cook County Recorder 45.50

TRUST DEED



Land Trust Borrower

[ ] Recorders Box 333

[ X ] Mail To:

The Chicago Trust Company  
Note ID and Release  
171 North Clark  
Chicago, IL 60601

092 - 075 -

901890

FILE# 83-00900163

817318

This Trust Deed consists of eight pages (8 sheets, 1 side). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the borrowers, their heirs, successors and assigns.

CHICAGO TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO

THIS INDENTURE, made 02-21-2000, between CHICAGO TITLE AND TRUST CO AS TRUSTEE OF TRUST #1086244 Trustee of Trust, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 10/26/1984 and known as trust number 1086244, herein referred to as "Borrower," and THE CHICAGO TRUST COMPANY, an Illinois Corporation, doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

This Trust Deed secures a revolving line of credit under which advances, payment, and readvances may be made from time to time. The maximum amount of the line of credit which may be secured at any one time is \$35,000.00.

1. Legal Description. This document is a deed of trust on real estate located in Cook County, State of Illinois (called the "Land"). The Land's legal description is:

\*\*\*\*SEE ATTACHED LEGAL\*\*\*\*

PREPARED BY: KATHY B  
P.O. BOX 6869  
VILLA PARK IL 60181



PIN # 02-24-105-021-1067

2. **Definitions.** In this document, the following definitions apply.

"Trust Deed:" This document will be called the "Trust Deed."

"Borrower:" Trustee of Trust, an Illinois corporation, not personally but as Trustee under the provision of a deed or deeds in trust duly recorded and delivered in pursuance of a Trust Agreement dated 10/26/1984 and known as trust number 1086244, will be called "Borrower"; and the phrase Borrower, as used in the covenants, conditions and provisions, shall also mean the beneficiary or beneficiaries of the trust and all persons responsible for the payment of the indebtedness secured hereby where the context so requires.

"Holder of the Note:" The legal holder of the Revolving Line of Credit will be called the "Holder of the Note."

"Agreement:" The Agreement signed by one or more Borrowers and dated the same date as this Trust Deed will be called the "Agreement." Under the Agreement, any Borrower signing the Agreement has a revolving line of credit called the "Account." The Agreement allows Borrower to obtain Loan Advances from the Account up to a maximum principal amount of \$35,000.00, make payments, and obtain readvances. Under the Agreement, Borrower may request Loan Advances from the Holder of the Note at any time until the final due date, shown in section 3 below.

"Property:" The property that is described in section 4 is called the "Property."

3. **Final Due Date.** The scheduled date for final payment of what Borrower owes under the Agreement is 02-25-2015.

4. **Description of the Property.** Borrower gives Holder of the Note rights in the following Property:

a. The Land, which is located at (address)  
950 E WILMETTE RD. #309, PALATINE IL 60067

The Land has the legal description shown above in section 1.

b. All buildings and all other improvements and fixtures (such as plumbing and electrical equipment) that are now or will in the future be located on the Land.

c. All "easements, rights, hereditaments, appurtenances, rents, royalties, and profits" that go along the Land. These are rights in other property that Borrower has as owner of the Land.

5. **Variable Rate of Interest.** This Trust Deed secures a line of credit that has a variable rate of interest. This means that the interest rate may increase or decrease from time to time, but will not exceed a maximum annual rate of 19.00% percent, as explained in the Agreement.

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1. **Premises of Borrower - Borrower represents and warrants that:**
  - a. Borrower owns the Property;
  - b. Borrower has the right to mortgage, grant, and convey the Property to Trustee; and
  - c. There are no claims or charges outstanding against the Property except any mortgages or trust deeds that are currently shown in the office where real estate records are file for the County where the Property is located.

Borrower gives a general warranty of title to Trustee on behalf of the Holder of the Note. This means that Borrower will be fully responsible for any loss which Trustee on behalf of the Holder of the Note suffers because someone other than Borrower has some of the rights in the Property that Borrower represents and warrants to have. Borrower will defend ownership of the Property against any claims of such rights.

2. **Borrower's Promise to Pay - The Agreement.** Borrower promises to promptly pay all amounts due on the Agreement except as explained in paragraph 9.

3. **Borrower's Promise to Pay - Charges and Assessments.** Borrower promises to pay all present and future liens, taxes, assessments, utility bills, and other charges on the Property, including any amounts on any prior mortgage or trust deed, as they become due.

4. **Borrower's Promise to Buy Hazard Insurance.** Borrower promises to obtain a hazard insurance policy payable to Trustee for the benefit of the Holder of the Note, and which covers all buildings on the Property. The insurance must be satisfactory to the Holder of the Note and must cover loss or damage caused by fire and hazards normally covered by "extended coverage" hazard insurance policies. The insurance must be in the amounts and for the periods of time required by the Holder of the Note. Borrower will notify the Holder of the Note promptly if there is any loss or damage to the Property. The Trustee or Holder of the Note may file a "Proof of Loss" form with the insurance company. Borrower directs the insurance company to pay all "proceeds" to Trustee for the benefit of the Holder of the Note. "Proceeds" are any money that the insurance company owes to the Borrower under the policy. Unless the Holder of the Note agrees in writing that the Proceeds can be used differently, the Proceeds will be applied to pay the amount Borrower owes the Holder of the Note.

If any proceeds are used to reduce the amount which Borrower owes the Holder of the Note under the Agreement, Borrower will still have to make the regular payments under the Agreement until the entire amount Borrower owes is paid in full. If Trustee forecloses this Trust Deed on behalf of the Holder of the Note, anyone who buys the Property at the foreclosure sale will have all the rights under the insurance policy.

5. **Borrower's Promise to Buy Flood Insurance.** If the Land or any part of the Land is located in a designated official flood-hazard area, Borrower promises to buy flood insurance in the maximum amount available or the amount secured by this Trust Deed, whichever is less. Borrower agrees to direct that any money payable under the flood insurance will be paid to Trustee on behalf of the Holder of the Note, but Borrower will still have to make regular payments under the Agreement until the entire amount Borrower owes is paid in full.

6. **Borrower's Promise to Maintain and Repair the Property.** Borrowers shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the Property which may become damaged or be destroyed; (b) keep said Property in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Property superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Holder of the Note, (d) complete within a reasonable time any building or buildings new or at any time in process of erection upon said Property; (e) comply with all requirements of law or municipal ordinances with respect to the Property and the use thereof; (f) make no material alterations in said property except as required by law or municipal ordinance.

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7. **Trustee/Holder of the Note - Right to Take Action to Protect the Property.** If (1) Borrower does not keep Borrower's promises and agreements made in this Trust Deed, or (2) someone (Borrower or anyone else) begins a legal proceeding that may significantly affect Trustee's or the Holder of the Note's rights in the Property (such as, for example, a legal proceeding in bankruptcy, or to condemn the Property), then Trustee or the Holder of the Note may do and pay for whatever is necessary to protect the value of the Property and the rights of Trustee or the Holder of the Note in the property. Actions of the Trustee or the Holder of the Note under this section may include, for example, paying any amount due under any prior mortgage or trust deed, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs.

Borrower promises to pay Trustee or the Holder of the Note all amounts that either Trustee or Holder of the Note pays under this section. If Trustee and/or Holder of the Note pays an obligation, Trustee and/or Holder of the Note will have all of the rights that the person paid by Trustee or the Holder of the Note would have had against Borrower. This Trust Deed covers all these amounts that Trustee or Holder of the Note pays, plus interest, at the rate that is figured as if the money had been given under the Agreement, or if that rate violates the law, then at the highest rate that the law allows. This Trust Deed also covers reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken.

If Borrower fails to maintain insurance on the Property as required in paragraphs 4 or 5, the Trustee or the Holder of the Note may purchase insurance on the Property, without notice to Borrower and charge Borrower for the cost as provided in this Trust Deed. If the Trustee or the Holder of the Note purchases this insurance, it will have the right to select the agent. Any hazard insurance and/or flood insurance purchased by the Trustee or Holder of the Note on the Property may be limited to the amount due under the Agreement at the time the insurance is purchased, even if the Property is worth more. The Trustee or the Holder of the Note is not required to obtain the lower cost insurance that might be available.

**NOTICE:** Unless Borrower ("you") provide Holder of the Note and/or Trustee (collectively "us" or "we") with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interest in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on our own.

8. **Rights of the Trustee and Holder of the Note.** Any failure or delay by the Trustee or the Holder of the Note in enforcing the rights available to them in this Trust Deed or the law, will not cause the Trustee or Holder of the Note to give up those rights. The Trustee or Holder of the Note may exercise and enforce any of its rights until its rights under the Trust Deed end. Each right that this Trust Deed gives to the Trustee or the Holder of the Note is separate. The Trustee or Holder of the Note may enforce and exercise them one at a time or all at once.

9. **Joint Borrowers.** Each person that signs this Trust Deed is responsible for keeping all of the promises made by the Borrower. Trustee or Holder of the Note may choose to enforce their rights against anyone signing the Trust Deed as a individual or against all of them. However, if someone signed this Trust Deed, but did not sign the Agreement, then that person will not be required to pay any amount under the Agreement, but will have signed only to give Trustee or Holder of the Note the rights that person has in the Property under the terms of this Trust Deed.

10. **Selling the Property.** Borrower agrees not to sell or transfer all or any part of the Property, or any rights in the Property, including the sale or transfer of the beneficial ownership in the Property where Borrower is a Land Trust, without the written consent of the Holder of the Note. This includes sale by Contract for Deed.

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11. **No Defaults Under Prior Mortgages.** If there is already a mortgage or deed of trust against the Property, the Borrower promises that there will never be a default under that mortgage or deed of trust.

12. **Request for Notice of Default and Foreclosure.** Borrower and Trustee, on behalf of the Holder of the Note request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Trust Deed to give Notice to Trustee, at Trustee's address set forth on page one of this Trust Deed, of any default under the superior encumbrance and of any sale or other foreclosure action.

13. **No Other Mortgages or Deed of Trust.** Borrower agrees not to mortgage or encumber by a deed of trust all or any part of the Property or allow anyone else to have a lien on the Property without the Holder of the Note's written consent.

14. **Trustee/Holder of the Note - Remedies and Foreclosure.** Borrower shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Holder of the Note, and without notice to Borrower, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement or promises of the Borrower herein contained. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holder of the Note or Trustee, or any of them, shall have the right to foreclose the lien hereof. Borrower gives Trustee and/or Holder of the Note, power to sell the Property at a public auction. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or Holder of the Note, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Holder of the Note, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the of the title to or the value of the Property. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the note and/or Agreement secured by this Trust Deed, if any, otherwise the highest pre maturity rate set forth herein, when paid or incurred by Trustee or Holder of the Note in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced.

The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Agreement with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Agreement, fourth, any overplus to Borrower, their heirs, legal representatives or assigns, as their rights may appear.

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15. **Appointment of Receiver.** Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Borrower at the time of application for such receiver and without regard to the then value of the Property or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said property during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Property during the whole of said period.

The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale and (b) the deficiency in case of sale and deficiency.

16. **Defenses.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the part interposing same in an action at law upon the toes hereby secured.

17. **Right of Inspection.** Trustee or the Holder of the Note shall have the right to inspect the Property at all reasonable time and access thereto shall be permitted for that purpose.

18. **Trustee's Obligations.** Trustee has no duty to examine the title, location, existence, or condition of the Property, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the Agreement or the Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

19. **Release.** Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the Agreement, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine Agreement herein described any Agreement which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the Agreement and which purport to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original Trustee and it has never placed its identification number on the Agreement described herein, it may accept as the genuine Agreement herein described any agreement which may be presented and which conform in substance with the description herein contained of the Agreement and which purport to be executed by the persons herein designated as makers thereof. Borrower shall pay all costs associated with services provided by Trustee in connection with the Trust Deed, including but not limited to the Trustee's fees for the release of this Trust Deed and the costs of recordation of the release.

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20. **Resignation of Trustee.** Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any successor in trust hereunder shall have the identical title, powers and authority as are herein give Trustee.

21. **Binding Effect of Trust Deed.** This Trust Deed and all provisions hereof, shall extend to the be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" when used herein shall included all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the Agreement or this Trust Deed.


22. **Trustee's Fee.** Trustee or successor trustee shall be entitled to receive from Borrower a fee for releasing this Trust Deed as determined by Trustee or successor trustee's rate schedule in effect when the Trust Deed is released. Borrower agrees that trustee or successor trustee shall not be required to release the Trust Deed until it receives payment of the fee. Trustee or successor trustee shall be entitled to reasonable compensation for any other act or services performed under any provisions of this Trust Deed.

23. The provisions of the "Trust and Trustees Act" of the state of Illinois shall be applicable to this Trust Deed.

**IMPORTANT!  
FOR THE PROTECTION OF BOTH THE  
BORROWER AND HOLDER OF THE NOTE THE  
REVOLVING LINE OF CREDIT AGREEMENT  
SECURED BY THIS TRUST DEED SHOULD BE  
IDENTIFIED BY THE CHICAGO TRUST  
COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.**

Identification No. 817-218

**THE CHICAGO TRUST COMPANY, TRUSTEE**

By:   
Assistant Vice President, Assistant Secretary.

**FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY  
HERE**

Proprietary Cook County Clerk's Office



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00179124

UNIT NUMBER 309 IN THE WILLOW CREEK NUMBER 7 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
LOT 8 TOGETHER WITH THAT PART OF LOT 7, THENCE EASTERLY BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 7 FOR 200 FEET, THENCE NORTHWESTERLY 187.68 FEET MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF LOT 7 THAT IS 30 FEET NORTHEASTERLY OF THE SOUTH WEST CORNER OF LOT 7 AS MEASURED ALONG SAID WESTERLY LINE OF LOT 7, THENCE SOUTHWESTERLY ALONG THE SAID WEST LINE OF LOT 7 FOR 30 FEET TO THE POINT OF BEGINNING IN WILLOW CREEK APARTMENTS ADDITION, BEING A RESUBDIVISION OF PART OF WILLOW CREEK A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING WITHIN THE INGRESS AND EGRESS EASEMENT AS SHOWN ON THE PLAT OF WILLOW CREEK APARTMENT ADDITION) IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM REGISTERED WITH THE REGISTRAR OF TITLES FILED AS DOCUMENT NUMBER LR3238055, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Office of Cook County Clerk's Office

817318

## EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title Land Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21ST day of FEBRUARY, 2000, 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 THE CHICAGO TRUST COMPANY AS TRUSTEE of the same date and covering the Property described in the Security Instrument and located at:

950 E WILMETTE RD., PALATINE IL 60067

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

WILLOW CREEK

(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.

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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. Lenders 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 Julish Mack (Seal)  
Borrower

SEE ATTACHED EXCULPATORY  
CLAUSE FOR SIGNATURE (Seal)  
Borrower

**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY,  
AS TRUSTEE UNDER TRUST #1086244 ATTACHED TO AND MADE A  
PART OF THAT CONDOMINIUM RIDER DATED FEBRUARY 21, 2000 ,  
WITH HOME EQUITY ..**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: February 22, 2000

CHICAGO TITLE LAND TRUST COMPANY, as Trustee  
Under Trust No. 1086244

By: *Linda S. Barrie*  
Assistant Vice President

Attest:  
By: *[Signature]*  
Assistant Secretary

