Return To:

Eastern Savings Bank, fsb Executive Plaza II-Suite 11350 McCormick Road Hunt Valley, MD 21031 Attn: Post Settlement Dept.

Prepared By:

Kim Dougherty Executive Plaza II-Suite 11350 McCormick Road Hunt Valley, MD 21031 0030284489

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MORTGAGE

RETURN TO: SECURITY FIRST TITLE CO. 50 W. DOUGLAS SUITE 1002 FREEPORT, IL 61032

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DEFINITIONS

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Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules reporting the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is card together with all Riders to this document.

January 23, 2003

(B) "Borrower" is

Christopher P. Quinlan

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is Eastern Savings Bank, fish

Lender is a Federal Savings Bank organized and existing under the laws of The United States of America

ILLINOIS - Single Family - Fannie Mae/Freddie Mec UNIFORM INSTRUMENT

Form 3014 1/01

-6(IL) (0010)

Page 1 of 16

Initials:

VMP MOFTGAGE FORMS - (800)521-7291



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loan" under RESPA.

Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Sertlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage

the Loan.

(M) "Periodic Payment" means the regularly scheduled amount due for (i) principal and inter a wider the

value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,

(L) "Miscellaneous Proceeds" means any compensation, scrilement, 27, 21 of damages, or proceeds paid damage to, or destruction of, the Property; (ii) condemnation of other taking of all or any part of the Property; (iii) condemnation of other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) unjerepresentations of, or consistents as to, the Property; (iii) conveyance in lieu of condemnation; or (iv) unjerepresentations of, or consistents as to, the

(K) "Escrow Mems" means those items that are described in Section 3.

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essociation or similar organization.

(J) "Electronic Funds Transfer" mesns any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which it initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a funancial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transactions, automated teller machine transactions, transfers initiated by telephone, which transfers, and automated clearinghouse

non-appealable judicial opinions.

(i) "Community Association Dues, Fees, "od Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower of the Property by a condominium association, homeowners

(H) "Applicable Law" means all controlling applicable federal, state and local stantes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,

Rider 1-4 Family Rider	Balloon Ridge Planned Unit Development R
Second Home Rider	Adjustable Late Rider A Condominium Rider
-	
्रिः	Riders are to be executed by Borrower [check box as applicabl
par are executed by Borrower.	(G) "Ride s" means all Riders to this Security Instrument th
	due under the Note, and all sums due under this Security Instr
	(F) "Loan" means the debt evidenced by the Note, plus inter
	Property."
under the heading "Transfer of	(E) 'Property" means the property that is described below i

Biweekly Payment Rider

Payments and to pay the debt in full not later than January 28, 2033

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the

Two Hundred Fifty Five Thousand and 00/100 [U.S. \$ 255,000.00] plus interest. Borrower has promised to pay this debt in regular Periodic

The More states that Bottower owes Lender

(D) "More" means the promissory note signed by Bottower a

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 23, 2003

Lender's address is 11350 McCozmick Rond, See. 200, Hunt Valley, MD 21031

The following

ed late charges

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pursuant to Section 3. Payments due under the Note and this Security Instrument aball be made in U.S. prepayment charges and late charges due under the Nois. Borrower shall also pay funds for Escrow Items Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

property.

coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform claims and demands, subject to any encumbrances of record.

encumbrances of record. Borrower warrants and will defend generally the title to the Property against all the right to mortgage, grant and convey the Property and that the Property is unencurrived, except for

BORROWER COVENANTS that Borrower is lawfully seised of the estate beachy corveyed and has ", ynsqorf" at as mammari yimse?

additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this essements, appurenances, and fixtures now or heresiter a part of the property. All replacements and TOGETHER WITH all the improvements now or hereafter elected on the property, and all

> ("Property Address"): CHICAGO

[Stp Code]

0400à aioniIII , [Vit.]

which currently has the address of

FIELES. 5510 N Sheridan RdUnic 4A, Parcel ID Number: 14062020171005

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[Name of Recording luvisdiction]:

COOK

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County

[Type of Recording Imisdiction]

to Lender and Lender's successors and assigns, the following described property located in the this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey modifications of the Note; and (ii) the performance of Horrower's covenants and agreements under This Security Instrument secures to Lender: (i) the repsyment of the Loan, and all renewals, extensions and

TRANSFER OF RICHTS IN THE PROPERTY

not that party has assumed Borrower's obligations under the Mote and/or this Security Instrument. (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts obligation to pay to Lender Funds for any or all Escrow lients at any time. Any such waiver may only be Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's de paid under this Section. Borrower shall pay Lender the Phinds for Escrow Items unless Lender waives assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and lients." At origination or at any time during the term of the Loan, Lender may require that Community Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow premiums, if any, or any sums payable by Borrower to Leader in lieu of the payment of Mortgage premiums for any and all insurance required by Lender under Section 5; and (d) Mortgrege Insurance lien or encumbrance on the Property; (b) lesschold payments or ground rems on the Property, if any; (c) ior: (a) texes and assessments and other items which can attain priority over this Schmity Instrument as a under the Note, until the Note is paid in full, a sum (the "Funds") to provide its gayment of amounts due 3. Funds for Escrow items. Borrower shall pay to Lender on the day Practic Payments are due

the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

Any application of payments, insurance proceeds, or Miscellanear's Proceeds to principal due under

be applied first to any prepayment charges and then as described in the Mote, more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall paid in full. To the extent that any excess exists after the payr en is applied to the full payment of one or tion borrower to the repayment of the Periodic Paymens (4) and to the extent that, each payment can be the late charge. If more than one Periodic Payment is outstanding, Leader may apply any payment received sufficient amount to pay any late charge due, the payr ent may be applied to the delinquent payment and

If Lender receives a payment from Borrover for a delinquent Periodic Payment which includes a then to reduce the principal balance of the Mote. shall be applied first to late charges, second to any other amounts due under this Security Instrument, and shall be applied to each Periodic Payman in the order in which it became due. Any remaining amounts

due under the Note; (b) principal one updet the Note; (c) amounts due under Section 3. Such payments payments accepted and applied by Linder shall be applied in the following order of priority: (a) interest

2. Application of Payzana or Proceeds. Except 25 otherwise described in this Section 2, all mstranent.

the Note and this Security Legitument or performing the coverbants and agreements secured by this Security might have now or it the future against Lender shall telieve Borrower from making payments due under principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower such funds or count them to Borrower. If not applied earlier, such funds will be applied to the outstanding the Losn errors. It Borrower does not do so within a responsible period of time, Lender shall either apply interest (n. propplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring secrepted If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay payments in the functe, but Lender is not obligated to apply such payments at the time such payments are current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial bring the Losa current. Leader may accept any payment or partial payment insufficient to bring the Losa Tenger was return any payment or partial payment if the payment or partial payments are insufficient to such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Payments are deemed received by Lender when received at the location designated in the Note or at

federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. eschier's check, provided any such check is drawn upon an institution whose deposits are insured by a selected by Leader: (8) cash; (b) money order; (c) certified check, bank check, reasurer's check or due under the Note and this Security Instrument be made in one or more of the following forms, as Security instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments currency. However, if any check or other instrument received by Lender as payment under the Note or this

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which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to to Leader, but only so long as Borrower is performing such agreement; (b) contests the lien '2 good faith Bottower: (a) agrees in writing to the payment of the obligation secured by the lien in a marker acceptable

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Borrower shall promptly discharge any lieu which has priority over this Security Locrument unless the extent that these items are Bacrow Items, Borrower shall pay them in the manner provided in Section 3. ground rents on the Property, if any, and Community Association Dues, Fees, and Association Inc. attributable to the Property which can attain priority over this Security Instrum at, leasehold payments or

4. Charges, Liens. Borrower shall pay all races, assessments, charges, fines, and impositions to Borrower any Funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund up the deficiency in accordance with RESPA, but in no more than $12 \, \mu$ contriby payments,

notity Borrower as required by RESPA, and Borrower shall party. Lender the amount necessary to make monthly payments. If there is a deficiency of Funds held in sanow, as defined under RESPA, Lender shall Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 ss defined under RESPA, Lender shall notify Borroyer: s required by RESPA, and Borrower shall pay to Borrower for the excess funds in accordance with RJ-PPA. If there is a shortage of Funds held in escrow,

If there is a surplus of Funds held in ecer.w. as defined under RESPA, Lender shall account to

Funds as required by RESPA. shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the any interest or carnings on the Puccie. Borrower and Lender can agree in writing, however, that interest or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower Funds and Applicable Law permis, Lender to make such a charge. Unless an agreement is made in writing analyzing the escrow account or verifying the Escrow Items, unless Lender pays Borrower interest on the

specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually any Federal Home Losn Fank. Lender shall apply the Funds to pay the Escrow Items no isser than the time instrumentality, or exity (including Lender, if Lender is an institution whose deposits are so insured) or in The Fund and be held in an institution whose deposits are insured by a federal agency,

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reasonable estimates of expenditures of furnite Escrow Items or otherwise in accordance with Applicable require (miles RESPA.) Lender shall estimate the amount of Funds due on the basis of current data and the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply such amounts, that are then required under this Section 3.

accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in amount. Lender may revoke the waiver as to any or all Escrow liems at any time by a notice given in and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 is used in Section 9. If Borrower is obligated to pay Escrow litems directly, pursuant to a waiver, and be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" BOTTOWET'S obligation to make such payments and to provide receipts shall for all purposes be deemed to shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires,

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proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the restotation or repair is not economically feasible or Lender's security would be lessened, the insurance Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series work has been completed to Lender's satisfaction, provided that such inspection shall be "Ladersken hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the Lender's security is not lessened. During such repair and restoration period, Lender shall nave the right to be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall may make proof of loss if not made promptly by Borrower. Unless Lender and Lorrower otherwise agree In the event of loss, Borrower shall give prompt notice to the insurance curier and Lender. Lender

shall mame Lender as mortgagee and/or as an additional loss payee. for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and mortgagee and/or as an additional loss payee. Lender shalt lay, the right to hold the policies and renewal right to disapprove such policies, shall include a standard inortgage clause, and shall name Lender as

All insurance policies required by Lender and ren swals of such policies shall be subject to Lender's

Lender to Borrower requesting payment. at the Note tate from the date of disbursement sociaball be payable, with such interest, upon notice from become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest insurance that Borrower could have obtained, Any amounts disbursed by Lender under this Section 5 shall acknowledges that the cost of the meurice coverage so obtained might significantly exceed the cost of bazard or liability and might previde greater or lesser coverage than was previously in effect. Bostower not protect Borrower, Borrower equity in the Property, or the contents of the Property, against any risk, particular type or amount of correspond. Therefore, such coverage shall cover Lender, but might or might coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any If Borrower failt to maintain any of the coverages described above, Lender may obtain insurance

review of any fluct zone determination resulting from an objection by Borrower. payment of any fees imposed by the Pederal Emergency Management Agency in connection with the ressonably wight affect such determination or certification. Borrower shall also de responsible for the and certification services and subsequent charges each time remappings or similar changes occur which determation, certification and tracking services; or (b) a one-time charge for flood zone determination require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may the Losn. The insurance earrier providing the insurance shall be chosen by Borrower subject to Lender's Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of This insurance shall be maintained in the amounts (including deductible levels) and for the periods that other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance.

the Property insured against loss by fire, hazards included within the term "extended coverage," and any 5. Property Insurance. Bottower shall keep the improvements now existing or hereafter erected on reporting service used by Lender in connection with this Logic.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or

more of the actions set forth above in this Section 4.

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Possower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exact which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections, Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Receiver is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if description with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the in surance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries up in and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in defav', if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument. (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless

Lender agree; to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall p by the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage in arcace coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost : Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by I ender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to may to Lender the amount of the separately designated payments that were due when the insurance cove age ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve shall be non-refundable, notwithstanding the fact was the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or expines on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Bornower was required to make separately designated payments toward the premiums for Mortgage Insurance. Partower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is require? of Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provider in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage

Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other par y (or parties) to these agreements. These agreements may require the mortgage insurer to make payments their any source of funds that the mortgage insurer may have available (which may include funds obtained arm Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any rensurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount

Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds: Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellane us Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneov: Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the vircellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately caute the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums accured by this Security Instrument immediately before the partial taking, destruction, or loss in value, which Borrower and Llender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the otal amount of the sums secured immediately before the partial taking, destruction, or loss in value of the property

immediately before the partial taking, destruction, or less in value. Any balance shall be paid to Borrower. In the event of a partial taking, destruction, or less in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial alting, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Misceutaneous Proceeds shall be applied to the sums

secured by this Security Instrument whether or not the sums are then duc.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an analytic 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in

regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairin at of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a daiwilt and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are artributable to the impairment of Lender's interest in the Property

are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be

applied in the order provided for in Section 2.

12. 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

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, emittee or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 Instructor; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's right, and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender my charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but 1 or limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security instrument or by Applicable Law.

If the Loan is subject to a law which sets I aximum 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 convoted 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 Parrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's econtaine of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Ir strument shall be deemed to have been given to Borrower when mailed by first class mail or when actually daily red to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Porrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to

take any action.

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

18. To ansfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any let of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent. Lend a may require immediate payment in full of all sums secured by this Security Instrument. However, has option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than ?0 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all ours secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of wis period, Lender may invoke any remedies permitted by this Security Instrument without further notice of remand on Borrower.

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcen ent of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Sciurity Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be dur 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (1) akes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, in numericality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable www provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to core given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursualt to Section 18 shall be deemed to sarisfy the notice and opportunity to take corrective action provisions of the Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, ke sene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental projection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, a defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, countities to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, we disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, in or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creares an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, releases threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promotly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

- 22. 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 Section 18 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 fore towere. 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 succes 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 Section 22, including, but not brited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon syment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrow a shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted und a Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois has mestead exemption laws.
- 25. Placement of Collateral Protection Insurance, Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lerue, purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of the insurance, including interest and any other charges Lender 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 irance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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

Witnesses:	(A110)-1
	Christopher P. Quinlan Borrower
	(Seal)
Open (See)	Вопочет
(Seal)	-Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	-Sorrower (Seal) -Borrower
	Co

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STATE OF ILLINOIS, Wingebogo
I, The Undersigned
state do hereby certify that

County ss:
, a Notary Public in and for said county and

Christopher P. Quinlan

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

23rd

day of January, 2003

My Commission Expires: //

Notary Public

Office

Office

OFFICIAL SEAL
CORY B STOLBERG
HOTARY PUBLIC, STATE OF BLIMON

MY COMMISSION EXPIRES: 10/28/03

Initiate:

Form 3014 1/01

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 2324 day of January, 2003 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 Bo, to ver's Note to

Eastern Savings Bank, fsb

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 5511 N Sheridan Rd, Unit 4A, CHICAGO, IL 60640

[Property Address]

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

Traine of Condominium Project]

(the "Condominium Project"). If the own is association or other entity which acts for the Condominium Project (the "Owners Association") holds rice to property for the benefit or use of its members or shareholders, the Property also includes Borrowce'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 is follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Pocuments" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-lays; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when the, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property 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 (including deduct ble levels), for the periods, and against loss by fire, hazards included within the term "extended coverage." and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance,

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freidrie Mac UNIFORM INSTRUMENT

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then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borro en shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Proview, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and and he paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, who the excess, if any, paid to Borrower.

- C. Public Liability ir sarance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintyms a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proces is 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 Security 11.
- 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 Iroperty or consent to: (i) the abandonment or termination of the Condominium Project, except for aband or remination required by law in the case of substantial destruction by fire or other casualty on it. the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Consistent Documents if the provision is for the express benefit of Lender; (iii) termination of professional menagement 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 operceptable 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 Not: rar: and shall be payable, with interest, upon notice from Lender to Borrowen requesting payment.

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BY SIGNING BELOW, Box	rrower accepts and agrees	to the terms and provisions contained in this
Condominium Rider.		•
Africal D	(Seal)	(Soat)
Con Your		(Seal)
Christopyer P. Quinlan	-Bottowet	-Вопочен
	(Seal)	(Seal)
	-Вопожет	-Ватоwет
	-Barruwer	(Seal) _Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
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EXHIBIT A Legal Description

Unit Number 4 "A" as delineated on the survey of the following described parcel of real estate (hereinafter referred to as parcel);

Lot 10 and the South Third of Lot 9, in Block 1, in John Lewis Cochran's Subdivision, of the West Half of the Northwest Quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, which survey is attached as exhibit "A" to the Declaration of Condominium Ownership and By-Laws, Easements, Covenants and Restrictions, for the 5510 Sheridan Road Condominium made by the Exchange National Bank of Chicago, a National Banking Association, as Trustee Under Trust Agreement dated November 1, 1972 and known as Trust Number 27140, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 22272728; together with an undivided percentage in the parcel (EXCEPTING from the parcel all the property and space comprising all of the Units thereof, as in aty in Occurrent Clark's Office defined and set forth in the said Declaration and survey) all situated in Cook County in the State of Illinois.