## UNOFFICIAL COPY096869

3681/0551 66 001 Page 1 of 1998-12-03 15:33:39 Cook County Recorder



[Space	e Above This Line For Recording Data]
	MORTGAGE
THIS MORTGAGE ("Security Instrument") is a The mortgagor is KAP IN S. BLUMENSTE	iven on November 19, 1998 IN, AN UNMARRIED WOMAN
911111111111111111111111111111111111111	
BANCO POPULAR, ILLINGIS under the laws of STATE OF ILLINOIS	("Borrower"). This Security Instrument is given to which is organized and existing and whose address is the control of the con
Borrower owes Lender the principal sum of	HICAGO, IL 60647 TWO HUNDRED FORTY-FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 245,000.00
with the full debt, if not paid earlier, due and p	ame Late as this Security Instrument ("Note"), which provides for monthly payments bayable on December 1, 2028
the security of this Security Instrument; and (c) the per and the Note. For this purpose, Borrower does hereb in	the payment of the debt evidenced by the Note, with interest, and all the payment of all other sums, with interest, advanced under paragraph 7 to protect formance of Borrower's covenants and agreements under this Security Instrument by mortgage, grant, and convey to Lender the following described property located
Tax Id:	South, minds.
SEE ATTACHED LEGAL DESCRIPTION	N County, lillinois:
which has the address of3900_NORTH_CLARE	MONT AVENUE UNIT 103 CHICAGO [City]
Illinois	ess");
DSM750iL MTG.3014.1	Page 1 of 5 Toan # 603593073 Mynorca, Inc. FormGen

Loan #: 603593073

Mynorca, Inc. FormGen

TOGETHER WITH all the ingrevements now or releaster eracled on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an anount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. s 2601 et seq. ("RESPA"), unless (no her law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expendicues of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an inititution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any. Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnin is on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Bor ower without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit or the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, p for to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit again.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, of payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. CHARGES: LIENS. Borrower shall pay all taxes, assessments, charges, fines and incositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. In Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (1) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

08096869 All insurance policies and rep slandard mortgage clause. Lender shall have

the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the

- 6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of courancy, unless. Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriora e, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun in an Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security in curement or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the ecuch or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, replace ations concerning Borrower's occupancy of the Property as a principal residence. 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 agrees to the merger in writing,
- 7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY, If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a egrl proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for containing or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has pricrity over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall occome additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lenger to Borrower requesting payment.

- 8. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender, If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain chorusage insurance in effect. or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

DSM750IL MTG.3014.3 Page 3 of 5 Mynorca, Inc. FormGen If the Property is abandoned by Borover or if after rouse by ender to bonover that the condemnor offers to make an award or settle a claim for damages, Borover fails to respond to the ender within 10 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the

due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, the 1: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

have been given to Borrower or Lender when given as provided in this paragraph.

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

16. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Bo rower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which B rrrc wer must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lerider may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. BORROWER'S RIGHT TO REINSTATE. If Borrower meets certain convitions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Longer all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

As sused in this paragraph 20, "Haza dous substances are those substances delined is toxic or hazardous substances by Environmental Law and the following substance; ga soline, erose is, at er flan mable or toxic perfoleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.
- 22. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Formower shall pay any recordation costs.
  - 23. WAVERS A LOMESTEAD. Borrower waives all right of homestead exemption in the Property.
- 24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the correnants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

  [Check applicable box(es)]

[Check applicable box(es)]		
<ul> <li>Adjustable Rate Rider</li> </ul>	X⊠ Condominium Rider	1-4 Family Rider
☐ Graduated Payment Ric'er	Planned Unit Development Rider	<ul> <li>Biweekly Payment Rider</li> </ul>
☐ Balloon Rider	☐ Rate Improvement Rider	Second Home Rider
□ V.A. Rider	☐ Other(s) [specify]	
BY SIGNING BELOW, Borrower accept	s and agrees to the terms and covenants contained	d in this Security Instrument and in any
rider(s) executed by Borrower and recorded		
KAREN S. BLUMENSTEIN	_ V /	(Seal)
	-Borrower	-Borrower
	Seal)	(Seal)
	-Borrower	-Borrower
	, ,	(Seal)
	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
	(Space Below This Line For Acknowledgen.er 1	
STATE OF ILLINOIS ) COUNTY OF COOK )	ss:	<b>C</b> .6
Karen S. Blumenstein, An Un	a Notary Public in and for said married Woman	
personally known to me to be the same personally	son(s) whose name(s) subscribed to the foregoing is he said ins (he,she,they)	nstrument, appeared before me this day
Given under my hand and official s	seal, this19th day ofNovembe	1908
My Commission Expires:	Notary Public	O'm'
This Instrument was prepared by	``	<b>&gt;</b>
and sho	uld be mailed to Banco Popular, Kedzie, Chicago, IL 60647	Illinois, Attn: MILDRED VELE
DSM750H_MTG 3014.5	Page 5 of 5	A A A A A A A A A A A A A A A A A A A

OFFICIAL SEAL
JULIUS R ALEXANDER III
NOTARY PUBLIC, STATE OF ILLIHOIS
MY COMMISSION EXPIRES:00/19/02

## UN OFFIF FUNDER PY

THIS CONDOMINIUM RIDER is made this	19thday	of November	19 98
and is incorporated into and shall be deemed to ar "Security Instrument") of the same date given	mend and supplement the	Mortgage, Deed of Trust	or Security Deed (the
BANCO POPULAR, ILLINOI	S		(the "Lender")
of the same date and covering the Property describe	d in the Security Instrume	nt and located at:	(tile Lelidel )
3900 NORTH CLAREMONT A	VENUE UNIT 10	3 CHICAGO, ILLIN	OIS 60618
The Property includes a unit in, together with known as:	an undivided interest in	the common elements of,	a condominium project
(the "Condominium Project") If the owners ass	ame of Condominium Project]	/ which gots for the Ore	

(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 Ormers 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 prinst 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 liru of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Sorrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.
- C. Public Liability Insurance. Borrower shall take such actions as nie, 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, whetle 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 Coverage 10.
- **E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

If Borrower does not pay condominium dues and assessments when due, then Lender may pay them, F. Remedies. 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.

K_ S. B 1 8 (Seal)	(See)
KAREN S. BLUMENSTEIN Borrower	(Seal)
Collenia facel	
(Seal)	(Seal)
-Borrower	-Borrower

App No: 298243 Loan No:603593073

MULTISTATE CONDOMINIUM RIDER -Single FamilyDSM622 CONDO.RIDER.2 redu. DSM622 CONDO.RIDER.2

Form 3140 9/90 Mynorca, Inc. FormGen

Finance Schedule Instructions:  The Real Estate Transfer Tax Act (Illinois Revised Statutes, Chapter 120, Paragraph 1001-1008) requires information; regarding the financing of the pur has lince of this or pert.  Lines A and C through I of the Finance Schedule must be littled at by the buye * or buy in representative to account for financing of the purchase. Columns I through VI must be completed for each loan involved.  Information required in each column:  I Principal of loan; for an assumed mortgage show principal being assumed.  II Length of time on which monthly payments were calculated. If not applicable mark with an asterisk and explain repayment schedule in Box J on Page 3. For an assumed mortgage show years remaining from time of sale until loan is fully amortized (paid).  III if applicable, length of time until mortgage loan must be paid off or renegotiated, or time until balloon payment is due.  IV Nominal interest rate as stated in loan document. If Prime Rate is used, state rate used at time of transfer.  V Indicate if this loan has a FIXED interest rate by entering F in the column, adjustable rate by entering A, or renegotiable by entering R in the column.  VI Show the number of points and dollars paid. Enter points paid by the seller* only.  Box J may be used to show more information regarding financing if necessary.	A. Enter Cash Downpayment (include earnest money) - \$  B. Enter remainder of Purchase Price on Lines C through I:  C. Purchase Money Mortgage to Seller*  D. New 1st Mtg. [specify type**  E. New 2nd Mtg. [specify type**  F. New 3rd Mtg. [specify type**  G. Assumption of existing 1st Mtg.  H. Assumption of existing 2nd Mtg.  J. Other Financing [specify type**
plain in Box J on Page 3.  PARTIAL INTEREST (Complete if applicable.)	
PARTIAL INTEREST (Complete if applicable.)	neformd:
If less than a full interest in the real estate is being transferred state the part being transferred	iisierreu.
LEGAL DESCRIPTION	
Township	Range
Section	
Enter complete legal description in this area:	
	<b>`</b>
UNIT 103 IN ST. BENS LOFTS CONDOMINIUM, AS 31, 32 AND 33 IN THE SUBDIVISION OF RLOCK 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THEREOF AND THE EAST THEREOF, IN COOK COUNTY, ILLINOIS WHICH SURTO THE DECLARATION OF CONDOMINIUM OWNERSHIP DOCUMENT, IN COOK COUNTY ILLINDER OF THE INTEREST IN THE COMMON ELEMENTS FORTH IN SAID DECLARATION.	HE THIRD PRINCIPAL MERIDIAN,  1/4 THEREOF AND THE SOUTHEAST  AST 1/2 OF THE SOUTHEAST 1/4  RVEY IS ATTACHED AS EXHIBIT "D"  PRECORDED AS  NOIS, TOGETHER WITH AN UNDIVIDED  APPURTENANT TO SAID UNIT, AS SET
NOTE: If a mobile home is included in the sale price, is the value of the mobile hom	Yes None being deducted as personal property on page 1?
BENEFICIAL INTEREST OF LAND TRUST (Complete if applicable.)  If this transaction is the transfer of a beneficial interest of a land trust check this bo	
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