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**UNOFFICIAL**®GOPY

THIS INSTRUMENT WAS PREPARED BY: LORIE BERGER 801 DAVIS STREET EVANSTON, IL 60201

OPY 5 85314551

12-6.55

ADJUSTABLE RATE MORTGAGE



CITICORP SAVINGS

Corporate Office One South Dearborn Street Chicago, Illinois 80603 Telephone (1 312 977 5000)

LOAN #000684308

THIS MORTGAGE ("Security Instrument") is made this 26TH day of 85between the Mortgagor, FREDERICK H WRAY A BACHELOR

NOVEMBER

(herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "Lender").

WHEREAS, Borrowe, 's indebted to Lender in the principal sum of ONE HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDFED AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 11/26/85 (herein "Note"), providing for monthly instead on one of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on OFF MBER 01 2015

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Porrower herein contained, and (b) the repayment of any future advances, with interest thereon, Borrower does hereby mor ungo grant and convey to Lender the following described property located in the County of

COOK

, State of Illinois

SEE ATTACHED

PERMANENT TAX NUMBER: 14-32-213-046-1004

146-1004 AH

which has the address of

1150 DICKENS #5

CHICAGO

TL 60614

(herein "Property Address"):

(City)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (of the leasehold estate if this Mortgage is on a leasehold) as herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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CITICORP SAVINGS FORM 0820 D PAGE 1

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8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of a property in inspection specify ng reasonable cate its inspection.

indebtedness evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable has not to a written valver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the

one-twelfth of: (a) yearly takes and assessments imposed by governmental bodies which may attain priority over this Security

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal Instrument: (b) yearly leasehold payments or ground rents on the Property, if any: (c) yearly hazard insurance premiums; if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the eserow items, shall exceed the amount required to pay the eserow items when due, the excess shall be, debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, Lender shall give to Borrower, may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

Upon payment in full of all sams secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender shall apply, no later than funds held by Lender, Lender shall apply, no later than immediately prior of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as could be property or its acquisition by Lender, any Funds held by Lender at the time of application as could be property or its acquisition by Lender. amount nec 2/2 ty to make up the deficiency in one or more payments as required by Lender.

amount of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Berrower or credited to Borrower on monthly payments of Funds, If the

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under as a credit against the same secured by this Security Instrument.

paragraphs I and 2 shart be polied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts o yable under paragraph 2; fourth, to interest due; and last, to principal due.

which may attain priority over true Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on pay these obligations in the manner, pryvided in paragraph 2, or if not paid in that manner, Borrower shall pay them on 4. Charges; Liens. Borroy or shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

the payments. time directly to the person owed payne. c Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes thee, pay nents directly, Borrower shall promptly furnish to Lender receipts evidencing

satisfactory to Lender subordinating the lien to this Securary Instrument. If Lender determines that any part of the Property is subject to a flen which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the retions set forth above within 10 days of the giving of notice. the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement 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 ie, legal proceedings which in the Lender's opinion operate to prevent Borrower shall promptly discharge any liep which has priority over this Security Instrument unless Borrower: (a) agrees

shall have the right to hold the policies and tenewals. If Lender requires, Borraver shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. insurance. This insurance shall be maintained in the amounts and tor the periods that Lender requires. The insurance carrier against loss by fire, hazards included within the term "extended coy rage" and any other hazards for which Lender requires 5. Hazard Insurance. Borrower shall keep the imprevem ins now existing or hereafter erected on the Property insured

of the Property damaged, if the restoration or repair is economically feasible and Lander'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 Unless Lender and Borrower otherwise agree in writing, insurance proce deshall be applied to restoration or repair Lender. Lender may make proof of loss it not made prompily by Borrower. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or is Biven. settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds it ze sair 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 abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to applied to the sums secured by this Security Instrument, whether or not then due, with any electist paid to Borrower. If Borrower

shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leaschold, Borrower Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially preservation and Maintenance of Property; Leaseholds.

If under paragraph 19 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 seem to by this Security postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments.

shall not merge unless Lender agrees to the merger in writing.

Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), 7. Profection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security Instrument. Unless Borrower and Londer agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this under this paragraph 7. Lender does not have to do so.

in accordance with Borrower's and Lender's written agreement or applicable law. pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower

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#### Parcel 1:

Unit D in Tavistock Kolse, a Condominium, as delineated on a Plat of Survey of the following descriped real estate:

Sub-lots 28 and 29 in Block 6 in Morgan Subdivision in the Northwest 1/4 of Block 10 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

which Plat of Survey is attached as Exhibit A to the Declaration of Condominium Ownership and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document 25030680 together with its undivided percentage interest in the common elements as set forth in Exhibit B to said Declaration of Condominium Ownership.

### Parcel 2:

Easement for parking purposes for the benefit of Farcel 1 in and to parking area as delineated and set forth in said Declaration of Condominium Ownership.

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property

or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any applications of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. 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 extended in a pright or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall be be being 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 respectly under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum, 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 reducer principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. It is a timent or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument uncar or ceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Irist timent and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in his 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 Leider. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold, assigned or transferred and Borrower is not a natural person) or if Borrower enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest in Borrower (and Borrower is not a natural person) without Lender's prio, writen consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. To sever, 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 previde a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay aii. One secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

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

18. Barrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). This 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 nonexistence 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

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	free and voluntary act, for the us s and purposes therein set forth.	
	whose name(s)	sersonally known to me to be the same Person(s) inbscribed to the foregoing instrument, appeared b
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	25 m) Veli v2 m) Veli	PREDERICK H WKAY
	d this Mortgage.	IN WITHERS WHEREOF, BOR MAY DAS execute
	71 IMA 92010	and in any rider(s) executed by Borrower and rec
	rd agrees to the terms and covenants contained in this Security Instrument	
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31\$	Plunned Unit Development Ridgest panet 12/09/38 09.	
	Condominium Rider 2-4 Family Rider	XX Adjustable Rate Rider
		(Check applicable box(es)]

this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument

supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

that if the Federal Vational Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Leader's interest under this Security Instrument, such preparation and delivery of a release deed shall be without charge. Notwithstanding the foregoing Borrower shall pay all costs of recordation, if any.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with first Security Instrument.

with charge to Borrower, for reasonable costs of preparation and delivery of a release deed. Borrower and Lender agree management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys. Gees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument, Lander shall release this Security Instrument. including those past due. Any costs collected by Lender or the receiver shall be applied first to payment of the costs of receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed

# ADJUSTABLE RATE NOFFICIAL COPY 5 5 1

Loan Number: 90000684308

	CE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.
to ame	ider is made this 26TH day of NOVEMBER , 19 85 , and is incorporated into and shall be deemed and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by dersigned (the "Borrower") to secure Borrower's Note to
(the "I	Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at
í	150 DICKENS #5, CHICAGO, IL 60614
	Property Address FICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender futher and agree as follows:
The day o mon Char	rest Rate and ' for they Payment Changes  Note has an "Initial Interest Rate" of 11.625 %. The Note interest rate may be increased or decreased on the FIRS of the month beginning on DECEMBER 1ST , 19.75 and on that day of the month every 1.20 th(s) thereafter.  Inges in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: {Check one to indicate Index.}
(1) [	The weekly average yield or United States Treasury securities adjusted to a constant maturity of available by the Federal Peterse Board.  In no event over the full term of the Note will the interest rate be increased more than points ( 4,00%) from the Initial Rate of Interest.  Before each Change Date the Note Holler will calculate the new interest rate by adding percentage points ( 2,25%) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than 4,00 percentage points ( 4,00%) from the rate of interest currently being paid.
(2) □*	Other:  Interest rate changes, the amount of Borrower's monthly payments whi change as provided in the Note. Increases in the
	est rate will result in higher payments. Decreases in the interest rate will estalt in lower payments.
interp limits any si refund	Charges all the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is preted so that the interest or other loan charges collected or to be collected in cornection with the loan exceed the permitted is, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the marge to the permitted limit; and (ii) can already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this d by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the tion will be treated as a partial prepayment.
this Si lien as	Liens Inder determines that all or any part of the sums secured by this Security Instrument are subject to which has priority over accurity Instrument, Lender may send Borrower a notice identifying that Ben. Borrower shall promptly out with regard to that a provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender dinating that lien to this Security Instrument.

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in C paragraph 17.

By signing this, Borrower agrees to all of the above.

\*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

D. Transfer of the Property

## **UNOFFICIAL COPY**

Property of Cook County Clark's Office

# CONDOMINIUM PIDER OFFICIAL C

One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312) 977-5000

THIS CONDOMINIUM RIDER is made this day of NOVEMBER , 1985 , 26TH and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security intrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1150 DICKENS #5 CHICAGO, IL 60614

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

TAVISTOCK HOUSE CONDOMINIUM

(Name of Condominium Project)

(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 dus, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Instrumee. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" pelle on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

  (i) Lender walves the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of
- the yearly premium installments for nazard 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 equired 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 ha and insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower that take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy an epitable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, alc hareby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security liver ument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condomin.ur. Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casually, or in the case of a taking by condemnation or eminent domain;
- any amendment to any provision of the Constituent Documents it the provision is for the express benefit of (ii) Lender;
  - termination of professional management and assumption of sel minagement of the Owners Association;

(iv) any action which would have the effect of rendering the public liability, insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies, If Borrower does not pay condominium dues and assessments where the Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrover 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 Borrov er requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Fider.

FREDERICK H. WRAN	Boltower C	~
. —Воложи	Borrower	ハバ

or

## **UNOFFICIAL COPY**

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