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35317382

- (Space Above This Line For Recording Data) -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 29,
1985. The mort, wor is Hollis D. Stewart and Linda R. Stewart, husband and wife dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2000.

November 1, 2000.

This Security Instrument secures to Lender: (a) the repaym me of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and

PARCEL I: Unit 404 as delineated on Survey of the following described Parcel of Real Estate (hereinafter referred to as "Parcel"): Sub-lot "B" in Lot 4 in the Second Resolutivision of part of Lot 1 in Village on the Lake Subdivision (Phase III), being a Subdivision or part of the Southwist 1/4 of Section 29 and part of the Northwest 1/4 of Section 32, Township 41 North, Range 11, East of the Third Princip 1 Meridian, according to the Plat thereof recorded January 25, 1971 as Document 21,380,121, in Cook County, Illinois, which Sirve, is attached as Exhibit "A" to Declaration of Condominium Ownership made by Chicago Title and Trust Company, a Corporation of Illinois, as Trustee under Trust Number 53436, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 22,389.726, together with an undivided percentage interest in said Parcel (excepting from said Parcel, all the properties and space comprising all the units thereof, as defined and set forth in said Declaration and Savy), all in Cook County, Illinois. ALSO PARCEL II: Easement for the benefit of Parcel I, as created by Decleration of Covenants for Village on the Lake Homeowners Association executed by Chicago Title and Trust Company, a Comporation of Illinois, as Trustee under Trust Agreement dated March 25, 1969 and known as Trust Number 53436 dated June 18, 1971, and recorded June 18, 1971 as Document 21,517,208 and as created by Deed made by Chicago Title and Trus: Colmany, a Comporation of Illinois, as Trustee under Trust Agreement dated March 25, 1969 and known as Trust Number 53436 for ingress and egress over Lot 2 (except Subdivision Lots "A", "B" and "C"), in the Village on the Lake Subdivision, barg a Subdivision of part of the Southwest 1/4 of Section 29 and part of the Northwest 1/4 of Section 32, Township /1 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded January 25, 1971, as Document 21,380,121, all in Cook County,

Permanent Tax Index No. 08-32-101-019-1060

which has the address of 700 Wellington Unit 404 Elk Grove Village [Street] Illinois 60007 ("Property Address");

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 rights and stock and all 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.

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	INALEGICATIONS OF THE PREATY INTROCES 60270						
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	E CITY BOX ONLY GO TIO N. Anderson Becavis Bank B. Anderson Becavis Bank						
τ τι	L STREET / 8 E. W. LOOM. SA. 700 Wellington Blk Grove Village.						
	E NAME CONTOUR CONTOUR STREET ADDRESS OF ABOVE TO RECORDERS INDEX PURIOSES TO A SOUTH THE SOUT						
	THE RESERVE AND ADDRESS OF THE PARTY OF THE						
	My Commission expires: 1/- 4-86						
	set forth. Given under my hand and official seal, this29thday of .October, 1985 1985						
	signed and delivered the said instrument asthetxfree and voluntary set, for the uses and purposes therein						
	subscribed to the foregoing instrument, appeared before me this day in person; and seknowledged that to he with the compact of the compa						
	personally known to me to be the same person (s) whose name (s)						
	do hereby certify that . Holtis D. Stewart and Linda . R. Acta and Wife						
	Lender and for said county and state,						
	STATE OF ILLINOIS, & J. A. C County ss:						
	Linda R. Stewart — Borrower						
	HOLLE D. Stewart — Borrower						
	BY SIGNING BELOW, Bottomer accepts and agrees to the terms and coverants contained in this Security Instrument and in any rider(s) executed by Bottower and recorded with it.						
	Other(s) [specify]						
	Graduated Immen' Rider						
. .	Instrument. [Check sp. icable box(cs)] Adjustabl. (ast, Rider Condominium Rider Con						
8	23. He talk to this Security instrument, if one or more riders are executed by Borrower and recorded together with this Security in tru ment, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the co. evants and agreements of this Security Instrument as if the rider(s) were a part of this Security						
317	33. Welver of Homestead. Borrower waives all right of homestead exemption in the Property.						
	Instrument without charge to Borrower. Borrower shall pay any recordation costs.						
89	the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the coats of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security						
	26. Leader in Procession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of						
	this Security Instrument without further demand and may foreciose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.						
	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						
	and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further						
	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). 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;						
	19. Acceleration; Remedica. Lender shall give notice to Borrower prior to acceleration following Borrower's						

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

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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 or prior to an inspection specifying reasonable cause for the inspection.

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 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.

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 garcise of any right or remedy.

11. Successors and Assigns Board Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be refit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits.

13. Legislation Affecting Lender's Rights. If enactment or exparation of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable exceeding to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument 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 this Security Instrument shell be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lende, when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal 19 % and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security I istrument 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 or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note 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.

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requesting payment.

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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect fee title shalt not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

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

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

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting positione the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process as to regain or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin of the Property damaged, if the restoration or repair is economically feasible and Lender a security is not leasened. If the restoration or repair is not economically feasible or Lender's security would be leasened, 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 (192) the insurance carrier has

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds Liall be applied to restoration or repair of the Prosesty damps of the restoration or repair Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender and thall include a standard mortgage clause.

unreasonably withheld.

requires insurance. This insurance shall be maintained in the amount 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 insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a lien which may attain priorior ever this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of trike one or more of the actions set forth above within 10 days prevent the enforcement of the lien or forfeiture of thy part of the Property; or (c) secures from the holder of the lien an part of the lien and part of th receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the perso to wed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Chargest Liens. Ectroyer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priori a over this Security Instrument, and leasehold payments or ground rents, if any,

3. Application (* P. yments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be 'pplied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

application as a credit against the sums secured by this Security Instrument. amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon paynent in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items.

mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the lessehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly oue-tweltth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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") equal to

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.

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THIS CONDOM	NIUM RIDER is made the	29th	day of	October	19 85
and is incorporated int	o and shall be deemed to) of the same date given b	amend and supple	ment the Mor	gage, Deed of Trust	or Security Deed (th
Batayia Bank	an Illinois	Banking Corpor	ation) to secure Borrow	er's Note to
of the same date and co 700 We11	vering the Property desc Lington Uni	ribed in the Security	Instrumenta k Grove Vi	nd located at: llage, Illinoi	s 60007
The Property includes	a unit in, together with				
known as	Village on the I	Lake Condomini			
"Owners Association"	roject") If the owners i holds title to property erest in the Owners Asso	for the benefit or	use of its me.	mbers or sharehold	ers, the Property also
CONDOMINIUM Borrower and Lender for	COVENANTS. In additurther covenant and agre	ion to the covenai	its and agrees	ments made in the	Security Instrument
A. Condominion Projective Condominion creates the Condominion promptly pay (whin due	im Obligations, Borrow Occuments. The "Const im Project, (11) by laws, (c. all dues and assessmen	er shall perform a ituent Documents" iii) code of regulations ts imposed pursuan	are the: (1) Dons; and (1) of t to the Consti	eclaration or any o her equivalent docul tuent Documents	ther document which ments. Borrower shall
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Any amounts dishursed 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 be an interest from the date of dishursement at the Note rute and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By Sto Sto G BEL (W. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider

Hollis D. Stewart (Seal)

And A Sewart (Seal)

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Property of Cook County Clerk's Office