86074503

[Space Above This Line For Recording Data] -

#### MORTGAGE

308971-271

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 20

19 86 The mort acgor is

RICHARD J TAYLOR AND DOREEN JOHNSON TAYLOR, HUSBAND AND WIFE

("Borrower"). This S cu ity Instrument is given to ARL ING TON HEIGHTS FEDERAL

SAVINGS AND JOAN ASSOCIATION which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is

25 E. CAMPBELL STREET

ARLINGTON HEIGHTS, ILLINOIS Borrower owes Lender the principe four of 60005 ("Lender").

SIXTY FOUR THOUSAND TWO HUNDRED AND NO/100---

64, 200.00). This debt is evidenced by Borrower's note Dollars (U.S. \$ dated the same date as this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not naid earlier, due and payable on MARCH 2016

This Security Instrument

2016 paid earlier, due and payable on MARCH secures to Lender: (a) the repayment 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 the Note. For this purpose, Borrower does hereby mort(age, grant and convey to Lender the following described property

located in

COOK

County, Illinois:

UNIT A, LOT 3, TOGETHER WITH ITS UNDIVICED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN NICHOLS GROVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 27092344 AND AS AMENDED FROM TIME TO TIME IN MANCINI'S RESUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUR COUNTY,

02-02-205-008

which has the address of

2150 COACH ROAD - UNIT A (Street)

PALATINE

[City]

Dlinois

60074

("Property Address");

(Zio Code)

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

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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/63

UNOFFICIA

SS E. CAMPBELL STREET ARLINGTON HEIGHTS, IL 50009 SIONITTI ARLINGTON HEIGHTS PEDERAL SAVINGS AND LOAN ASSOCIATION RECORD AND RETURN TO: **Verislynl** aice byeridenl CVEOF 1. BLACKWOOD PREPARED BY: My Commission expires:  $\gamma/(O)gS$ 

day of Diven under my hand and official seal, this

direct forth,

THEIR tree and voluntary act, for the uses and purposes therein

eigned and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

; personally known to me to be the same person(s) whose neme(s) ARE

RICHARD J. TAYLOR AND DORER JOHNSON TAYLOR, HUSBAND AWA WIFE

a Notary Public in a vi for said county and state, 1. the undersigned County ss:

STATE OF ILLINOIS,

([sec])

DOREEN JOHNBON

Taylor/His wife

RICHARD

Tabia vlimaa 1-2 [

(Seal)

By Signing Below, Eor over accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed or Borrower and recorded with it.

Other(s) [specify] U

Planned Unit Development Rider Tabila ins nya! betauberd

nabili and Variation [ Ta Condominium Rider Instrument. [CL-& applicable box(es)]

23. Midews to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security for trument, the covenants and agreements of each such rider thall be incorporated into and shall amend and implement the rider(s) were a part of this Security instrument as if the rider(s) were a part of this Security

stead, Borrower waives all right of homestead exemption in the Property.

costs 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.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security.

NON-UNIFORM COVENANTE Borrower and Lender further coverant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration independent in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides edisorwine). The notice shall specify: (a) the definit; (b) the action required to cure the definit on at before the date specified in the notice may result in acceleration of the unus and (d) that failure to cure the definit on at before the date specified in the notice may result in acceleration of the unus secured by this Security Instrument, foreclosure by Jedicia proceeding and sale of the Property. The notice shall further entered by this Security Instrument without tarther acceleration and the right to assert in the foreclosure proceeding the non-before the date specified in the foreclosure, If the default is not cured on or before the date specified in the notice, Lender at the option may require tarmed to foreclosure proceeding the non-before the date specified in the notice, Lender further decision of an analysis provided in persons by judicial proceeding. But not the support of the expiration of any period of central of only under paragraph 19 or abandonment of the Property and at any time appointed receiver by including the entitled to enter upon, take paragraph 19 or abandonment of the Property and collowing judicial asle, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take paragraph 19 or abandonment of the Property and collowing judicial asle, Lender (in person, by agent or by judicially the Property and collowing judicial asle, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take passession of and manage the Property and collocial and collowing judicial asle, Lender to the expiration of the collocial and col

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

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 a the rized 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 Beleased; 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.

11. Successors and Assigns Boun', 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 coarees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with reg rd to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Sec irity 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: (S ary such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any suras already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to take this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reacces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security has ument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stops: pecified in the second paragraph of

paragraph 17

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 designates by notice to Porrower. 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 1 at ument 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 Horrower. 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.

reducating payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear inferest from

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 count, 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 If Borrower fails to perform the

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

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 leasthold,

6. Preservation and Maintenance of Property; Leasehoids. 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 postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amour ( of he 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 ploc eds to repair or restore the Broperty or to pay sums secured by this Security Instrument, whether or not then due. The 35-day period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender (1/1, the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with say excess paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Levil a's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessen of the insurance proceeds shall be

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Boriowell all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender riquites, Borrower shall promptly give to Lender

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borre we subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the arrows and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "exter ded coverage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the in ord sements now existing or hereafter erected on the Property of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or lake one or more of the actions set forth above within 10 days the Property is subject to a lien which may artain priority over this Security Instrument, Lender may give Borrower a agreement satisfactory to Lender subordinating the nearly this Security Instrument. If Lender determines that any part of 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 tien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the callorement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the callorement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and

Borrower shall promprly discharge any lien which has priority over this Security instrument unless Borrower: (a) teceipts evidencing the payments. pay them on time directly to the person wed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Property which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any, I, Chargest Liens. Eorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

3. Application of Layments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shell be applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts payab e under paragraph 2; fourth, to interest due; and last, to principal due.

application as a credit spainst the sums secured by this Security Instrument.

than immediately on the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

Upon or ment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amount necessary 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 escrow items when due, Borrower shall pay to Lender any the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

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 agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless 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. leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 2 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

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due

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



#### LOAN FRAUD RIDER

308971-271

This Loan Fraud Rider is made this 20TH day of FEBRUARY 1986 and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Mortgagor's Note to ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION or its assigns (herein "Mortgagee") and covering the Property described in the Mortgage and located at

2150 COACH ROLD - UNIT A, PALATINE, ILLINOIS 60074

Upon discovery of fraud or misrepresentation by the Mortgagor or by the grantor of the Property to the Mortgagor (herein "Grantor") or any defect or inaccuracy which in the judgment of the Administrator of the County of Cook, Illinois, 1985 Single Family Mortgage Purchase Program (hereafter, the "Program") through which the related Mortgage Loan is being financed is material, with respect to any information provided by the Mortgagor in the mortgage application or Mortgagor's Affidavit executed in connection with Mortgagor's Note or with respect to any information provided by the Grantor in the Seller's Affidavit executed in connection with the Program, Mortgagee may, at Mortgagee's sole discretion, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable. The provisions hereof shall prevail notwithstanding any contrary provisions in any note or other instrument which evidences the obligations nerco, secured. Mortgagor shall notify Mortgagee promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Mortgagor shall pay to Mortgagee all damages Mortgagee sustains by reason of the breach of the covenant of notice set forth herein.

02-02-205-008

Mortgagor

RICHARD J. TAYLOR

RECORD AND RETURN TO:
ARLINGTON HEIGHTS FEDERAL
SAVINGS AND LOAN ASSOCIATION
25 E. CAMPBELL STREET
ARLINGTON HEIGHTS, ILLINOIS 60005

ATTN: CAROL J. BLACKWOOD

DOREEN JOHNSON TAYLOR/HIS WIFE

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#### ADDENDA TO MORTGAGE LOAN ASSUMABILITY RIDER

308971-271

This Loan Assumability Rider is made this 20THday of FEBRUARY 19 86, and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Mortgagor's Note to ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION

or its assigns (herein "Mortgagee") and covering the Property described in the Mortgage and located at

2150 COACH ROAD - UNIT A, PALATINE, ILLINOIS 60074

In the event that Mortgagee's Note has been assigned to The First National Bank of Chicago, as Trustee pursuant to that certain Trust Indenture dated as of June 1, 1985, with the County of Cook, Illinois, then upon sale cental or other disposition or transfer of title or possession, whether voluntary, involuntary or by operation of law, of all or any part of the Property, or upon any assumption of the Mortgage by, a person ineligible to receive a mortgage loan under or at a price in excess of that permitted under the County of Cook, Illinois 1985 Single Family Mortgage Purchase Program, Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable and exercise any of the remedies provided under the Mortgage, except to the extent that such acceleration and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law. The provisions hereof shall prevail notwithstanding any contrary provisions in any note or other instrument which evidences the obligations hereby secured. Moregagor shall notify Mortgagee promptly in writing of any transaction or event trich may give rise to a right of acceleration hereunder. Mortgagor shall pry to Mortgagee all damages Mortgagee sustains by reason of the breach of the covenant of notice set forth herein.

Mørtgagor

RICHARD J. TAYLOR

DOREEN JOHNSON TAYLOR/HIS WIFE

02-02-205-008

RECORD AND RETURN TO:
ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION
25 E. CAMPBELL STREET
ARLINGTON HEIGHTS, ILLINOIS 60005

MUTH: 3 CAROL J. BLACKWOOD

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### CONTO ONLO MARIDER

20TH FEBRUARY . 19 86 THIS CONDOMINIUM RIDER is made this day of and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

#### ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION

(the "Lender

of the same date and covering the Property described in the Security Instrument and located at:

#### 2150 COACH ROAD - UNIT A, PALATINE, ILLINOIS 60074

[Property Address]

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

CONDOMINAM COVENANTS. In addition to the covenants and agreements made in the Security and trument, Borrower and Lende, further covenant and agree as follows:

- A. Condominum Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Do uments. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominum Project, (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, any, tes and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance, Schong as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on he Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the regods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the proving a in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard instance 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 fieu 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 Sec art. Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance, Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accepts ofe in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for languages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby also ned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent, Borrower shall not, except after notice by 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, exept 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;
- (iv) any action which would have the effect of rendering the public liability insurance of crage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument, Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

02-02-205-008

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