UNOFFICIAL COPY 53124358093-7:03B

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

209281-6

THIS INDENTURE, Made this 15TH day of JULY JAMES A. LITTLE AND TRACIE LITTLE, HUSBAND AND WIFE

, 19 86 between , Mortgagor, and

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a compromissory note bearing even date herewith, in the principal sum of

FIFTY THREE THOUSAND FIVE HUNDRED AND NO/100--- (\$ 53,500.00)

Dollars

payable with interest at the rate of TEN & ONE HALF

per annum on the unpaid balance until paid, and made payable to the order of the NORRIDG . ILLINOIS 60634

designate in writing, and delivered; the said principal and interest being payable in monthly installments of FOUR HUNDRED EIGHTY NINE AND 39/100-
(S 489.49) on the first day of SEPTEMBER , 19 86, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not soone; paid, shall be due and payable on the first day of AUGUST , 2016

NOW, THEREFORE, he said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being to the county of COOK and the State of Illinois, to wit: 02-01-102-045-1114

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

RECORD AND RETURN TO:

PREPARED BY: BETTY P. RAETHZ

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS 2454 DEMOSTER DES PLAINES, ILLINOIS 60016

DES PLAINES, IL 60016

TOOP TIPER with all and singular the tenements, hereditaments and appartenances thereunto belonging, and the second issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other textures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, righ, little, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenance, and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Bardons, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said fremises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgager on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the name or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

Property of County Clerk's Office

AND the said Mortgagor further covenants and agrees as follows:

The applied is respond to say the debt in whole or in an amount sout to me or or or only sexuent on a the same property of the whole of the property of the whole of the property of the prope

INSTALLMENT DUE DATE.
That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;
(1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
(II) If and so long as said note of even date and this instrument are held by the Socretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
(b) A sum Jones to the ground reats, if any, next due, plus the premiums that will next become due and payable on

puted without taking into account delinquencies or prepayments;

(b) A sum anual to the ground reats, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgaged) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments her tioned in the two preceding subsections of this paragraph and all payments to be made under the note secure the chartest of added together and the aggregate amount thereof shall be paid by the Mortgager each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(i) premium charge in lieu of mortgage insurance with the Secretary of Housing and Urban Development, or monthly charge in lieu of mortgage insurance premium), as the case may be;

(ii) ground rents, it my, taxes, special assessments, fire, and other hazard insurance premiums;

(iii) Interest on the note secured hereby; and

(iv) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such pryment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than lifteen (15) days in arrears, to cover the extra expense is solved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgago, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor any amount necessary to make up the deficiency, on and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgage and payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee less not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, in if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of or noticely then remaining unnaid under section (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may harvafter become due for the use of the premises hereinnbove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and a form accoptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mall to the Mortgage, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make appears for such loss directly to the Mortgagor. proof of toss it not made promptly by mortgager, and each insurance company concerned is acress authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgager and the Mortgager loss the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining appaid, are hereby assigned by the Mortgager to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

gible for insurance under the National Housing Act within __ ment of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the DAYS time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or herein stipulated, then the whole of said principal sum remaining unpaid together with secrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

(08-9) M9LLZ6-CIOH

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91 .Q.A

day of

County, Illinois, on the

Filed for Record in the Recorder's Office of

DOC: NO.

Motory F

GIVEN under my hand and Notatial Seal this

My Commission Expires Feb. 19, 1990.

of homestead.

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right. signed, sealed, and delivered the said instrument to THEIR because and acknowledged that THEY subscribed to the foregoing instrument, appeared before he this day in berson whose name S ARE his wife, personally known to me to be the same and / TRACIE LITTLE

JAMES A. LITTLE

I, the undorought of his JAM

a notary public, in and for the county and State

COUNTY OF MC HEAVING

STATE OF ILLINOIS

[SEVI]

[SEVF]

TRACTE LITTLE/HIS WIFE

LITTLE SEW

[ZEAL]

86297750

[SEVI]

WITNESS the hand and seal of the Mortgagor, the day and year litst written the feminine.

THE COVENAUTS HEREIN CONTAINED shall bind and the benefits and advantages shall inute, to the trie singular number shall include the plural, the singular number shall include the plural, the singular number shall include the plural, the singular number shall include the plural.

IT.13 EXPRESSLY AGREED that no extention of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee to any manner, the original liability of the Mortgagor.

If Mortgagor shall pay asid note at the time and in the manner aforeasid and shall abide by, comply with, and duly perform all the covenants and a greements herein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after willten demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby warves the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

of sale, if any, shall then be paid to the Morigagor. tor the purpose authorized in he mortgage, with interest on such advances at the rate set forth in the note secured, from the time a contract nemaining unpaid on the incerest hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds debtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds AND THERE 3'ALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale rade in pursuance of any such decree; (1) All the costs of such suit or suits, advertising, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, dence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any,

of the attorneys it solicitors of the Morkgagee, so made parties, for services in such sult or proceedings, shall be a further lies, and charge upon the said premises under this mortgage, and all such expenses shall become so much additions, indebtedness secured hereby and be allowed in any decree foreclosing this mortgage. AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a (a.t) thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges be made a (a.t) thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may; keep the said premises in good repair; pay such current or back taxes and assessed by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rests, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND, IN CASE OF FOREIL OSIDE 11 is mereas in sold Merions in paragraph.

bill is taled may at any time increation, either before or arter and, and without notice to the salus morigings, or any party claiming under said Morigagot, and without regard to the solvency or insolvency at the time of such any perty claiming under said Morigagot, and without regard to the perace of the property, and without regard to the value of maid premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Morigagoe in possession of the premises, or appoint a receiver for the pendency of such foreclosure suit and, in case of sale and a deficiency, during the tull statutory period of respendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and other items necessary for the property. AND IN THE EVENT That the whole of said debt is declared to be due, the Morigague shall have the right immediately to foreclose this morigage, and upon the tiling of any bill for that purpose, the court in which such bill is tiled may at any time theresiter, either before or after sale, and without notice to the said Morigagor, or

3 5 2 9 7 7 5 0

UNIT B IN BUILDING 32 AS DELINEATED ON THE SURVEY OF HERITAGE MANOR IN PALATINE CONDOMINIUM OF PART OF THE NORTH WEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY BUILDINGS SYSTEMS HOUSING CORPORATION, A CORPORATION OF OHIO, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22165443, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE WITH DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY

P.I.#02-01-102-045-1114

Property:1162 Candlenut-Unit B, Palatine, IL. 60067

Property of Coot County Clerk's Office

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between , Mortgagor, and Walman FS&L July 15, 1986 revises said Mortgage as follows: dated

1. Page 2, the second covenant of the Mortgagor is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus thirs and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the dave when such ground rents, premiums, tames and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- All payments mencioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - ground rents, if any, taxes, special assessments, (I) fire, and other hazard insurance premiums;
 - interest on the note secured hereby; and (II)
 - (III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this - mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payre is actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments (w) be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee

shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

> This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit and a the mortgage insurance premium to the Department of wonders than the The control of the second of t Housing and Urban Development. t is not believed note

d'as Dited as of the date of the mortgage referred to herein.

COOK COUNTY RECORDER # # # # # # # # 2650# 141111 1 1464 0548 07/16/86 12:06:00 ргы -07 ивсовотис 04 ZIS

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UNGFIENCE PY 3209281-6

THIS CONDOMINIUM RIDER is made this 15TH day of JULY 19 86 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

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS, of the same date and covering the Property described in the Security Instrument and located at:

1162 CANDLENUT - UNIT B, PALATINE, ILLINOIS 60067 [Property Address]

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

PALATINE CONDOMINIUM

[Name of Condominum 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.

CONDOMY (DM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominism Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent O coments. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominius, Poicet; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all o'ves and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance, 50 long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy or 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," (ne 1;
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard it surance 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 instruction and 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 sumsecured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Birrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

- D. Condemnation. The proceeds of any award or claim for lamages, 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 syigned 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 to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Leider 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.

02-01-102-045-1114

RECORD AND RETURN TO:	17112 CA State	(Seal)
		-Borrower
THE TALMAN HOME FEDERAL SAVINGS AND	JAMES A. LITTLE	
LOAN ASSOCIATION OF ILLINOIS	- / Kack Fittle	(Scal)
2454 DEMPSTER DES PLAINES, ILLINOIS 60016	TRACIE LITTLE/HIS WIFE	-Вогто чег
		(Scal)
ATTN: BETTY P. RAETHZ		-Borrower
MAIL TO: COLDWELL BANKED		
TITLE BERVICES		(Seal)
133 E. DODEN AVE. SUITE 200 HINSDALE, ILLINOIS (1988)		-Вогтомег
HINSDWITT ITTITUTE AND	(Sig	n Original Only)

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02-01-102-045-1112

RECURS AND RETURN TO :

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AUTO : ROMET R. DARMES

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