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MORTGAGE

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

15.00 between

THIS INDENTURE, Made this 14th day of July, 1986, between MARY C. SCHNEIDER, A SINGLE PERSON,

MORTGAGOR, AND GRAC MORTGAGE, INC., a corporation organized and existing under the laws of THE STATE OF MINNESOTA, Mortgagee, and

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY AND 00/100 HUNDRED AND 00/100 Dollars (\$ 50,000.00)

payable with interest at the rate of TEN AND ONE-HALF per centum (10 1/2%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in WATERLOO, IOWA 50704 or at such other place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of FIVE THOUSAND DOLLARS AND 00/100 Dollars (\$ 5,000.00)

on the first day of SEPTEMBER, 1986, 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 sooner paid, shall be due and payable on the first day of AUGUST, 1991.

NOW, THEREFORE, the 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 the the county of COOK and the State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED

COOK COUNTY, ILLINOIS

1986 JUL 25 PM 1-

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TAX STATEMENTS SHOULD BE SENT TO: GRAC MORTGAGE CORPORATION, P.O. BOX 180, WATERLOO, IOWA 50704

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, 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 fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances 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 Illinois, 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 premises, 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 Mortgagor 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 same 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.

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said 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 Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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 assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required 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 rents, issues, 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 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 party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys' fees, and stenographers' fees, outlays for documentary evidence and costs of said abstract and examination of title, (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made, (3) all the accrued interest remaining unpaid on the indebtedness hereby secured, (4) all the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

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

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE CONVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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

_____[SEAL]_____

Mark C. Schuchter
 _____[SEAL]_____ MARK C. SCHUCHTER, A SINGLE PERSON

_____[SEAL]_____

33-1-400

mail to

STATE OF ILLINOIS

COUNTY OF *De Page*

THIS INSTRUMENT WAS DRAFTED BY:
 55 N. WILSON ST. CHICAGO, ILL. M. SCHINLER
 1075 EAST W. W. DEBELL ROAD
 SCHAUMBURG, ILL. 60196

I, *the undersigned* aforesaid, Do Hereby Certify That *Mark C. Schuchter*, A SINGLE PERSON, *has given*

proper identification

person whose name *HE* subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *HE* signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this *16th* day *July*

Faticia
 _____[SEAL]_____ Notary Public
10/15/94

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the _____ day of

at _____ o'clock _____ m., and duly recorded in Book _____ of _____ Page

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HUD-92116M (5-89)

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 AGREEMENT HEREIN STIPULATED, THEN THE WAIVER OF SAID PRINCIPAL AND INTEREST PAYMENTS SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY THE MORTGAGEE, WITHOUT NOTICE, BECOME DUE AND PAYABLE.

THE MORTGAGEE SHALL HAVE THE RIGHT TO REVOKE THIS MORTGAGE AND THE NOTE SECURED HEREBY, NOT BEING SUBJECT TO THE MORTGAGEE'S OBLIGATION TO HOLD THE SAME FOR THE MORTGAGEE'S BENEFIT, IN THE EVENT OF A BREACH OF ANY OTHER COVENANT OR AGREEMENT HEREIN STIPULATED, THEN THE WAIVER OF SAID PRINCIPAL AND INTEREST PAYMENTS SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY THE MORTGAGEE, WITHOUT NOTICE, BECOME DUE AND PAYABLE.

90 DAYS. The date hereof is the date of the Department of Housing and Urban Development's approval of the mortgage and the note secured hereby, not the date of the mortgagee's execution of the mortgage and the note secured hereby.

THAT IF THE PREMISES, OR ANY PART THEREOF, BE CONDEMNATED UNDER ANY POWER OF EMINENT DOMAIN, OR ACQUIRED FOR A PUBLIC USE, THE MORTGAGEE SHALL BE ENTITLED TO THE FULL AMOUNT OF THE PRINCIPAL AND INTEREST PAYMENTS ACCRUED TO THE DATE OF THE CONDEMNATION OR ACQUISITION, AND THE NOTE SECURED HEREBY SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY THE MORTGAGEE, WITHOUT NOTICE, BECOME DUE AND PAYABLE.

ANY INSURANCE POLICY THEN IN FORCE SHALL PASS TO THE PURCHASER OR GRANTEE OF THE MORTGAGED PROPERTY IN EXTINGUISHMENT OF THE INDEBTEDNESS SECURED HEREBY. ALL RIGHTS, TITLE AND INTEREST OF THE MORTGAGEE IN AND TO THE MORTGAGED PROPERTY SHALL BE RESTORED TO THE MORTGAGEE BY THE PURCHASER OR GRANTEE OF THE MORTGAGED PROPERTY.

THE MORTGAGEE SHALL BE ENTITLED TO THE FULL AMOUNT OF THE PRINCIPAL AND INTEREST PAYMENTS ACCRUED TO THE DATE OF THE CONDEMNATION OR ACQUISITION, AND THE NOTE SECURED HEREBY SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY THE MORTGAGEE, WITHOUT NOTICE, BECOME DUE AND PAYABLE.

THAT HE WILL KEEP THE IMPROVEMENTS NOW EXISTING OR HEREINAFTER MADE ON THE MORTGAGED PROPERTY, AND THE MORTGAGEE SHALL BE ENTITLED TO THE FULL AMOUNT OF THE PRINCIPAL AND INTEREST PAYMENTS ACCRUED TO THE DATE OF THE CONDEMNATION OR ACQUISITION, AND THE NOTE SECURED HEREBY SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY THE MORTGAGEE, WITHOUT NOTICE, BECOME DUE AND PAYABLE.

AND AS ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE AND THE NOTE SECURED HEREBY, THE MORTGAGEE HAS HEREBY ASSIGNED TO THE MORTGAGEE ALL THE RIGHTS, TITLE AND INTEREST OF THE MORTGAGEE IN AND TO THE MORTGAGED PROPERTY.

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AND THE SAID MORTGAGEE FURTHER COVENANTS AND AGREES AS FOLLOWS:

THAT PRIVATELY IS RESERVED TO PAY THE DEBT IN WHOLE, OR IN PART ON ANY INSTALLMENT DUE DATE, HEREBY, THE MORTGAGEE WILL PAY TO THE MORTGAGEE, ON THE FIRST DAY OF EACH MONTH UNTIL THE SAID NOTE IS FULLY PAID, THE FOLLOWING SUMS:

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LEGAL DESCRIPTION

3 6 3 1 6 3 9 5

UNIT NO. 1007-F. IN FAULKNER HOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF LOT 4 (EXCEPT THE NORTH 53.70 FEET THEREOF) IN CHICAGO LAND COMMISSION NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PROVIDING FOR CERTAIN STREET AND ALLEY DEDICATIONS, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THAT PORTION OF SAID LOT 4, LYING BETWEEN ELEVATIONS OF +20.10 FEET AND +32.00 FEET, CHICAGO DATUM, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 53.70 FEET OF SAID LOT, 24.15 FEET EAST OF THE WEST LINE THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT, 19.80 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT, 7.80 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT, 5.90 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT, 37.80 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT, 0.70 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT, 12.0 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT, 12.70 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT, 12.0 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT, 13.70 FEET TO A POINT IN THE SAID SOUTH LINE OF THE NORTH 53.70 FEET; THENCE WEST ON SAID LINE TO THE PLACE OF BEGINNING; ALSO EXCEPTING THE SOUTH 6.0 FEET OF THE NORTH 59.70 FEET OF THE EAST 16.0 FEET OF THE WEST 24.15 FEET OF SAID LOT 4, LYING BETWEEN ELEVATIONS OF +7.60 FEET AND OF +17.20 FEET, CHICAGO DATUM, ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25280760 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT TAX NUMBER: 17-04-208-031-1175 *RF*

PROPERTY ALSO KNOWN AS: 70 W. BURTON PLACE #1007
CHICAGO, IL 60610

86316395

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3 6 3 1 5 3 9 5 7 0

RIDER TO MORTGAGE

FROM

MARK J. SCHECHTER

TO

NORWEST MORTGAGE, INC.

RESOLUTION OF INCONSISTENCY

1. If this Mortgage and Note be insured under Section 234(c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this Mortgage and Note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto.
2. Failure of the mortgagor to pay the mortgagor's share of the common expenses or assessments and charges imposed by the Association as provided for in the instruments establishing the Association shall constitute a default under the provisions of 234(c) of the Housing Act and result in a lien on the individual unit that will be subordinate to the first mortgage.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 10/15/84 day of OCTOBER, 1984 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 NORWEST MORTGAGE, INC.
100 N. LAKE STREET, CHICAGO, ILLINOIS 60602
WATERLOO, ILLINOIS 60426
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

70 W. BURTON UNIT 1007 CHICAGO, ILL. 60611
(Property Address)

The Property includes a unit in together with an undivided interest in the common elements of, a condominium project known as:
Carl Sandburg Village
~~XXXXXXXXXXXX~~ CONDOMINIUM ASSOCIATION
(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such action 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 damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform 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 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.

SEE ATTACHMENT HERETO

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

<p>_____ (Seal) Borrower</p>	<p><u>M. J. Schubert</u> (Seal) MARK J. SCHUBERT, A SINGLE PERSON Borrower</p>
<p>_____ (Seal) Borrower</p>	<p>_____ (Seal) Borrower</p>
<p>_____ (Seal) Borrower</p>	<p>_____ (Seal) Borrower</p>

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Property of Cook County Clerk's Office