BELL FEDERAL SAVINGS AND LOAN ASSOCIATION

87496966



IST AMERICAN TITLE order

RELEASE OF MORTGAGE

"FOR THE PROTECTION OF THE OWNER. THIS RELEASE LOAN NO. 73114282 SHALL E OFFICE

WHITE OFFICE

KNOW ALL MEN BY THESE PRESENTS That

HE BELL REIDIES ** SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED."

BELL FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation existing under the laws of the United States for and in consideration of one dollar, and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby Bemise, Convey, Belease and Quit-Claim unto

JOHN P. DALY AND KATHLEEN J. DALY, HIS WIFE

all the rights, title, interest, claim or demand Johntsoever it may he to acquired in, through or by a certain Mortgage recorded/ocgistoocid in the Recorder's/Magaintoosse County, Illinois, in Book --- , on page --- as Document No.24934983 office of COOK to the premises therein described to-wit:

> Lot 386 in Fremen Towne Estates Unit No. 4, being a Subdivision of part of the South West Quarter of the North East Quarter of Section 24, of part of the South East Quarter of the North West Quarter of Section 24, of part of the Northwest Quarter of the Southeast Quarter of Section 24 of part of the Northeast Quarter of the Southwest Quarter of Section 24, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois,

COMMONLY KNOWN AS: 16304 5. 32ark

Tinley Park, IL. 60477

DEPT-01 RECORDING \$12.25 TH4444 TRAN 2146 69/10/87 10:08:06

COOK COUNTY RECORDER

TAX I.D. No. 27-24-304-002-0000



IN TESTIMONY WHEREOF, THE SAID BELL FEDERAL SAVINGS AND LOAN ASSOCIATION hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Vice-President, and attested to by its Assistant Secretary. J'LY this 29th day of 19 87

SAVINGS AND LOAN & FOCIATION

STATE OF ILLINOIS SS.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO BEBEBY CEENFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of the Bell Federal Savings and Loan Association and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, the day and year first above written.

THIS INSTRUMENT WAS PREPARED BY"

L. Schurla 79 West Monroe Street and Loan Association

Chicago, Illinois 60603

My Commission Expires May 9, 1989

Mail to:

770 Frontage Road

Northfield 16 60093

Recorder's Box. No

MAIL

3201-0

UNOFFICIAL COPY

Property of Coot County Clark's Office

87496966

UNOFFICIAL COPY

If Lender required mortgage insurance as a condition of making the soun 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 Bozrower notice at the time of or prior to an inspection spec fying 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 of 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 mouthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Release at Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the syms 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. Leader 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 Bound; 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 ag. cement, 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 t) at 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 of 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 sums all early collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces or incipal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lander'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 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 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 dorrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect withour the conflicting provision. To this end the provisions of this Security Instrument and the

Note are deciared to be severable.

16. Borrower's Cony Borrower shall be given one conformed copy of the Note and of this Security Instruments 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a matural interest in the sold or transferred and Borrower is not a matural interest. person) without Lender's prior written consent. Lender may, at its option, require insmediate payment in full of all sum 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 Bozrower 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

remodies perinitled 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' feet; and (d) takes such action as Lender may reasonably require to assure that the tien 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.

the date of disburrament at the Mote rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of rayment, these amounts sight bear unterest from

Lender may take action under this paragraph?, Lender does not have to do so.
Any amounts dispursed by I ender this paragraph? shall become additional debt of Burrower secured by this

in the Property. Lender's south paying reasonable attorneys fees and entering on the Property to make repairs. Atthough regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lundor's rights Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or coverante und agreements contained in this Security Instrument, or there is a legal proceeding that me, arguing and Protection of Lendov's Rights in the Property; Mortgage Incurance, M Borrower fails to perform the

gniurw ni ragram affi oi asonga rabna. Leadau agram ion lisife altii sei Borrower shall comply with the provisions of the lease, and if Borrower acquares fee title to the Property, the lease-bold and obange the Property allow the Proporty to deteriorate or commit waste. If this Security Instrument is on a leasehold,

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

notiniupos ant of tornq yletaibenses! Instructions from damage to the Property prior to the acquisition and the Canadat of the extent of the Property prior to the accurate

positions the due date of the monthly payments referred to in paragraphs? and 2 or change the amount on the payments resulting under the lander paragraph \$9 the Property is acquired by Lender, Borrower's right to any meanance policies and proceeds resulting

Union Lender and Borrower otherwise agree in weiting, any application of proceeds to principal shall not extend when the notion is given.

offered to settle a claim, their Lunder may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The Security period will begin Burrower abandons the Property, or does not answer within 30 days a notice from Lender (15% the insurance carrier has applied to the sums ecoured by this Security Instrument, whether or not then due, with wherever paid to Borrower. If of the Property damaged, if the metoration of repair is economically feasible and Lonar's security is not leasened. Frince reatoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be

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

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

unreasonably withhold. insurance carrier providing the insurance shall be chosen by Borrows cubject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the armonia and for the periode that Lander requires. The

of the giving of motice.

5. Hazard Incurance. Borrower shall keep the in mr. vements now existing or hereafter erected on the Property.

5. Hazard Incurance. Borrower shall keep the in mr. exter dod coverage" and any other hazards for which Lender. insured against loss by fire, hazards included within the term "exter ded coverage" and suy other hazards for which Lender

agreement satisfactory to Lender subordinating the deal of this Security Instrument. If Lender determines that any part of the Property is subject to a tien which may attain private over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take or more of the actions set forth above within 10 days.

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

seceibts axidencing the payments. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all nonces of amounts them on time directly to the period oved payment, Borrower shall promptly furnish to Lender to be paid under this paragraph. If borrower makes these payments directly, Borrower shall promptly furnish to Lender Property which may attain कुल कर this Security Instrument, and leasehold payments or ground rents, if any

application as a usual state state of the Security instrument.

3. Application as a usual state state of the Security instrument.

3. Application as a usual state of Payments. Unless applicable law provides otherwise, all payment received by Lender under the peragraphs! and 2 at all to applied: first, to fall to applied: first, to fall to applied: first, to mounts payment charges due under the Mote; third, to amounts payment charges are under the Mote; third, to amounts payment charges are under the Mote; third, to amounts payment charges are under the Mote; third, to amount a payment charges are under the Mote; third, to amount and impositions attributable to the Economic and impositions attributable to the Economic and Instrument and Instrument and Instrument of constructions attributable to the Economic and Instrument and Instrument and Instrument of the Security afficial may attain active the Security and Instrument and Instrument of the Security afficial may attain active the Security and Instrument and Instrument of the Security and Instrument and Instrument of the Security and Instrument and

amount necessary to make up the deficiency in one or more payments as required by Lender shall promptly refund to fioressum any Funds hald by Lender shall apply no the finer funds hald by Lender, Lender shall apply no the finer funds hald by Lender, Lender shall apply no the finer in the finer of the Property or its acquisition by Lender, any Funds hold by Lender at the time of then immediately prior to the take of the Property or its acquisition by Lender, any Funds hold by Lender at the time of

amount of the Punds held by Londer is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's aption, atther promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the section (tems, 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. purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by ahall give to dorrower, withous charge, an annual accounting of the Founds showing credits and debuts to the Funds snut the requires interest to be paid. Lander shall not be required to pay borrower any interest or earnings on the Funds. Lender

wal siduoilique to shain at inscreausa an assint. Shind on the band set indiant in this gritim at conga yam rabne. Londer pays Borrower interest on the Funds and applicable that proved to make such a charge Borrower and conder may not charge for helding and applying the Funda, analyzing the account or seritying the escross items, unitess sinia agancy (indiudia Lander if Lendis: is such an institution). Landor shall styly the Funds to rea reconstitution To Punda shall be hold in an inaticultion the deposits or accounts of which are meatern or guaranteer by a federal

basis of current data and reasonable estimates of future excrow sensamortgage insurance premiums, it any These items are called "escrow sems." Lender may estimate the Funds due on the lessehold payments or ground rents on the Property, if any, (c) yearly liazard insurance premiums, and (a) yearly one-twoffth of: (a) yearly taxes and casessinents which may attain priority over this Security Instrument; (b) yearly to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Eunids for Lexus and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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

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

59-10-000682 UNOFFICIAL COPYPIAN NO. 0920

ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps;

2ND day of JULY THIS ADJUSTABLE RATE RIDER is made this 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 Adjustable Rate Note (the "Note") to STANDARD FEDERAL SAVINGS & LOAN ASSN OF CHGO

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

8901 S. ROBERTS ROAD #304

AICKORY HILLS

IL

60457

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOA-ROWER MUST PAY.

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

A. INTEREST RATE AND WONTHLY PAYMENT CHANGES

8 * 500. The Note provides for changes in the interest rate and the The Note provides for an initial incorest rate of monthly payments, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

v may change or Ne first day of AUGUST 1, The interest rate I Each date on which my interest rate could change is called a "Change Date." every 12th month therea.

(B) The Index

Beginning with the first Change Date, my interest (a) e will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available of a the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice,

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2.50%) to the Current Index. The Note Holder will then round the

result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the most Change Date.

The Note Holder will then determine the amount of the morthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on interest Rate Changes

10.500 % or less than The interest rate I am required to pay at the first Change Date will not be greater than 8.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest t have been paying for the preceding t t t months. My interest rate will never be greater than $\frac{1.4 \cdot 500}{\$}$. interest rate will never be greater than (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly paymen, changes

(F) Notice of Changes

The Note Holder will delive; or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

D. FRAMSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows.

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 ontion shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferce, and (b) Lender reasonably determines that Lender's security will not be impaired by the lean ascumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases

Borrower in writing.

Form 3111 3/85

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2-Single Family-Famile Mee Freddie Mec Uniform Instrument

-		
رهها)	70	
ARMENIES-	0/2	PYDEY SOEFKE
(lee2)	Tons	-mret,
18-000ang -		
(1892)	@]307	
mentaling.	O BATSOZ	CHRIBLIAR
(1692)	a Zulli	Charles O

Olynin Clark's Offica BY SIGNING BELOW, Borrower accepts and agrees of the torms and covenante contained in this Adjustable Rate

or demand on Borrower. expiration of this period, Londer may invoke any temedies permitted by this Security Instrument without further notice which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay their sums prior to the If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accelera-tion. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within

UNDER CHARLESORY / 3

2 N D JULY .19 87. day of THIS CONDOMENIES I RIDER is made this and is incorporated into at dishall 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 STANDARD FEDERAL SAVINGS & LOAN ASSN OF CHGO (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 8901 S. ROBERTS ROAD #304 HICKORY HILLS [Property Address] The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: (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 CONDOMINION COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lende, 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; (n) by-laws, (iii) code of regulations; and (iv) other equivalent documents. Horrower shall promptly pay, when due, all dues a d 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 "blanker" 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). Uniform Covenant 2 for the monthly payment to Lender of one-twe!fib of the yearly premium installments for hazard insurance on the Property, and (n) Forrower'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 I ender prompt notice of co, leose in required hazard insurance coverage In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a less 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 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 datinages, 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 Fender 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 (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, ΩF (is) any action which would have the effect of rendering the public hability insurances of cage maintained by the Owners Association upon epiable to Lender 5. Remedies, If Borrower does not pay condominion dues and assessments when due, then Lendon may pay them

Any amounts dishursed by Lender under this paragraph P 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 two the degree dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting paying.

By Signisic, But ow: Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

(Sign Original Only)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STREET,