87191463

MORTGAGE



THIS MORTGAGE ("Security Instrume	ent") is given on Kolly AND CAKOL MCCLOSKEY, "HUS	BÅND/WIFE
CCAOnc.	"Rorrower"). This Security Instrument is a	zi ven to
RESIDENTIAL ENANCIAL CORP. under the laws of EY KANT WAYNE, WEW JE	and whose address is	Aucu is organized and existing
Borrower owes Lender the original sum of	FIFTY-FOUR THOUSAND, FOUR HUND	DEEDANDDQ/1.00
dated the same date as this Secv.1t/ Instrument (*	s (U.S. S54.400.200). This debt is	evidenced by Borrower's note
paid earlier, due and payable on	261.7	This Security Instrument
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 B the Note. For this purpose, Borrower does hereb	mortgage, grant and convey to Lender the	following described property
located in		County, Illinois:

"SEE ATTACHED LEGAL CESCRIPTION MADE A PART HEREOF".

TE COUNTY CONTROL OF THE CONTROL OF "SEE ATTACHED CONDOMINIUM RIDER TO MORTGAGE MADE A PART HEREOF".

which has the address of 155 N. HARBOR DRIVE #1791. CHICAGO [Street]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Bex 158

RETURN TO AND PREPARED BY:
155 EAST ALGONQUIN ROAD
ARLINGTON HEIGHTS, ILLINGIS 60005
C. DIANNE WILLIAMS

inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non- existence of a default or any other declare of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Leader at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Leader shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, 20. Leader is Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Leader (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and at any time the Property including those past due. Any rents collected by Leader or the receiver shall be applied first to payment of the costs of management of the Property and collection of tents, 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, Leader shall release this Security		ery Public /	±0H			
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breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and IV unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the aums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further		wit; (b) the action required to cure the er, by which the default must be cured; er, by which the default must be cured; in the Property. The notice shall further in the foreclosure proceeding the non-osure. If the default is not cured on or payment in full of all sums secured by ty Instrument by judicial proceeding, royided in this paragraph 19, including, the Property and at any time property and to collect the rents of the Property and to collect the rents of imited to, receiver's fees, premiums on Security Instrument. In the Property.	all specify: (a) the defar- outice is given to Borrow- te specified in the notice al proceeding and sale or on and the right to assert a seceleration and foreci- any require immediate aptroceeding the remedies po- paraging the remedies po- paraging the remedies po- tice vidence. The receive wing judicial sale, Lend- owing judicial sale, Lend- owing judicial sale, Lend- paraginal por abando ins, including, but not li- the sums secured by this this Security Instrum- this Security Instrum- y any recordation costs. To Inomestead exemption or riders are executed by this security instrum- y any recordation costs.	vise). The notice shall not to defect the day on or before the day on or closure by judicifers of the safer seceleration of the day	ie law provides othery to, not less than 30 day were to cure the default. Security Instrument, i or of the right to reinst specified in the notice, naturaled to collect all entitled to collect all entitled to collect all every basil be entitled to intation of any period very shall be entitled to intention of any period sinding those past due. Such the Property and reasonable attorned ase. Upon payment of the Property and reasonable attorned out charge to Borrowell and the strong of Homestead, Borrowell and the strong of the seconable attorned or of Homestead, Borrowell and the seconation of the seco	unless applicable default; (c) a da default; (c) a da sa a secured by this inform Borrowe existence of a defore the date in defore the date in defore the date between the deformation of the experience of the experience of the experience of the experience receiver's bond a deforment with the Property incorpus of manage costs of manage and the property incorpus of manage and the property incorpus of the experience of the exp

NON. 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 morized 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 Lende, 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 No. Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortication of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not perate 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 recroise 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 a recrients shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with reard 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 rits Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) my such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already 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 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 of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable recording 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 stros 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 Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lende when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal neweald 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 Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

requesting payment.

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so

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

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

Instrument immediately prior to the acquisition. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or prospected agree in writing, any application of proceeds to principal shall not extend or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and or coeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security I am damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security I am damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security I am damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security.

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the 21 ceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin restoration or repair is not economically feasible or Lender's security would be lessence the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender, not the insurance carrier has not season at any excess paid to Borrower. of the Property damaged, if the restoration or repair is economically feasible and Londer's security is not lessened. If the

all receipts of paid premiums and renewal notices. In the event of loss, Borrow er carrier and Lender. Lender may make proof of loss if not made promptly by Borrow er.

Unless Lender and Borrower otherwise agree in writing, insurance procedus shall be applied to restoration or repair Lender shall have the right to hold the policies and renewals. If Lender require, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borry or subject to Lender's approval which shall not be 5. Hazard Insurance. Borrower shall keep the improve ments now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'ex.ended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the am this and for the periods that Lender requires. The

of the giving of notice.

agrees in writing to the payment of the obligation sequence by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the obligation operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the iet to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain privity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien on the actions set forth above within 10 days of the adving the lien.

Borrower shall promptly discharg; any lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments.

Property which the manner paragraph of indicated and mary to principal due; and mary to principal due;

4. Charges, Liens. By rower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority yover this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the terron owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If 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 receipts evidencing the nauments.

application as a creat against the annua secured by this Security Instrument.

3. Application of Sapplication of Sapplicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 sha 1 be 1 pplied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts possible under paragraph 2; fourth, to interest due; and last, to principal due.

Note; third, to amounts possible under paragraph 1; fourth, to interest due; and last, to principal due.

amount necessary to make up the deficiency in one or more payments as required by Lender, shall promptly refund to Borrower Upon Payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any ender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately cross to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of characteristic and the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of the angle of the property or its acquisition by Lender, any Funds held by Lender at the time of the angle of the property or its acquisition by Lender, any Funds held by Lender at the time of the angle of the property or its acquisition by Lender, any Funds held by Lender at the time of the angle of the property or its acquisition by Lender, any Funds held by Lender at the time of the angle of the property or its acquisition by Lender, any Funds held by Lender at the time of the angle of the property or its acquisition by Lender, any Funds held by Lender at the time of the acquisition and the control of the angle of the acquisition by Lender, and the control of the acquisition and the control of the control of the acquisition and the control of the control of

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

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

basis of current data and reasonable estimates of future escrow items. 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 one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly issachold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly insurance premiums; and (d) yearly mortgage insurance premiums, if any These items are called "escrow items." Lender may estimate the Funds due on the protespelation of funds are called "escrow items." Lender may estimate the Funds due on the

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 promptly pay when due

prin# 17-10-1101-005-1011

UNIT NUMBER 1701 IN HARBOR DRIVE CONDOMINIUM, AS DELINEATED ON THE SURVEY PLAT OF THAT CERTAIN PARCEL OF REAL ESTATE (HEREINAFTER CALLED "PARCEL") OF 1078 1 AND 2 IN BLOCK 2 IN HARBOR POINT UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING THAT PART OF THE 307TH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, FANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, INCLUDED WITHIN FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHILE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF THE LAND, PROPERTY AND SPACE OCCUPIED BY THOSE PART OF BELL, CAISSON, CAISSON CAP AND COLUMN LOTS 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-3, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 7-B, 9-C, M-LA AND MA-LA, OR PARTS THEREOF, AS SAID LOTS ARE DEPISTED, ENUMERATED AND DEFINED ON SAID PLAT OF HARBOR POINT UNIT NUMBER 1, VALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD OF SAID LOT 1 IN BLOCK 2, AFORESAID, AND

LYING ABOVE THE UPPER SURFACE OF THE LAND, PROPERTY AND SPACE TO BE DELETED AND CONVEYED TO THE CITY OF CHICAGO FOR UTILITY PURPOSES, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY LAWS FOR THE 155 HARBOR DRIVE CONDOMINIUM ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 58912 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22 935 653 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22 935 654, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION, AS AMENDED AS AFORESAID, AND SURVEY), IN COOK COUNTY, ILLINOIS.

PARCEL 2
EASEMENTS OF ACCESS FOR THE BENEFIT OF PARCEL 1, AFDREDESCRICED THROUGH,
OVER AND ACROSS LOT 3 IN BLOCK 2, OF SAID HARBOR POINT UNIT WIMBER 1,
ESTABLISHED PURSUANT TO ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR THE HARBOR POINT PROPERTY OWNER'S
ASSOCIATION MADE BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE
UNDER TRUST NUMBER 58912 AND UNDER TRUST NUMBER 58930, RECORDED IN THE
OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT
NUMBER 22 935 651. (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK
COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22 93 562).

PARCEL 3
EASEMENTS OF SUPPORT FOR THE BENEFIT OF PARCEL 1, AFOREDESCRIBED AS SET FORTH IN RESERVATION AND GRANT OF RECIPROCAL EASEMENTS AS SHOWN ON PLAT OF HARBOR POINT UNIT NUMBER 1, AFORESAID, AND AS SUPPLEMENTED BY THE PROVISIONS OF ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE HARBOR POINT PROPERTY OWNERS, ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 58912, AND UNDER TRUST NUMBER 58930, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINDIS, AS DOCUMENT NUMBER 22 935 451 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINDIS, AS DOCUMENT NUMBER 22 935 452).

	Carol Mc Closky (Scal)
	CAROL MCCLOSKEY
5	Stephen (Seal)
<i>(</i>)	This Line For Acknowledgment)
Q _A	THE CATE FOR PORTUNING PROPERTY.
Ox	+6560 € C X - 67 - 19142 COOK COUNTY RECORDER
OREGON	Annual Control
STATE OF XXXXXXXX , County 2: Till	l <i>a</i> mook
Ha malamai mod	
I, the undersigned	, a Notary Fublic in and for said
county and state, do hereby certifeROL MCCLOSKEY, MARRIED TO STEPHEN T. S	SYOLY "
	ame rerson(s) whose name(s) IS subscribe red tefore me this day in person, and
acknowledged that SHE signed and	delivered the said instrument as HER
free and voluntary act. for the us	
Gaven under my hand and offic	isl septr thr s 97H day of APRIL / 2, 198
17 Commission expires: 12.5.77	777111
The Commission expression for the control of the co	NOTAL TO REGON
	My Communicity Expenses
/	
ETURN TO AND PREPARED BY:	
RESIDENTIAL F/INANCIAL CORF. 155 EAST ALGØNQUIN ROAD	Visc.
RLINGTON HE/IGHTS, ILLINOIS 60005	
COTANNE WILLIAMS	Co
L	C
1	

UNOFIFIMAM RIPERY 6 3

and is incorporate	OOMINIUM RIDER is made this
of the same date at 155 N	(the Lender) and covering the Property described in the Security Instrument and located at: HARROR DRIVE #1701, CHICAGO, IL 60601 [Property Address]
The Property incl	udes a unit in, together with an undivided interest in the common elements of, a condominium project
known as:	HARBOR POINT CONDOMINIUMS [Name of Condominium Project]
"Owners Associat	im Project"). If the owners association or other entity which acts for the Condominium Project (the ion") holds title to property for the benefit or use of its members or shareholders, the Property also 's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
A. Condor Project's Conditionerates the Condor promptly pay, whe B. Hazard "master" or "blan coverage in the ar within the term "ex	NUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, der further covenant and agree as follows: minium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium ent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which pinium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall reduce, all dues and assessments imposed pursuant to the Constituent Documents. Listrance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a ket rolicy on the Condominium Project which is satisfactory to Lender and which provides insurance nount; for the periods, and against the hazards Lender requires, including fire and hazards included stended cave age," then:
the yearly premium (ii) I is deemed satisfied	nender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of a installments for hazard insurance on the Property; and Borrower's obligatio tunder Uniform Covenant 5 to maintain hazard insurance coverage on the Property to the extent that the required coverage is provided by the Owners Association policy.
In the even Property, whether paid to Lender for: C. Public Association maints D. Conder connection with an elements, or for an shall be applied by E. Lender consent, either part (i) th required by law in eminent domain;	hall give Lender prompt notice of any lapse in required hazard insurance coverage. It of a distribution of hexard insurance proceeds in lieu of restoration or repair following a loss to the to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be application to the sums securer, by the Security Instrument, with any excess paid to Borrower. Liability Insurance. Borrower are all take such actions as may be reasonable to insure that the Owners aliability insurance policy acceptable in form, amount, and extent of coverage to Lender. Innation. The proceeds of any award or clain for damages, direct or consequential, payable to Borrower in a condemnation or other taking of all and payable to Property, whether of the unit or of the common by conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9. The Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written ition or subdivide the Property or consent to: The abandonment or termination of the Condominium Project, except for abandonment or termination the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation or my amendment to any provision of the Constituent Documen.
Lender:	C _A
or	termination of professional management and assumption of self-management of the Owners Association;
the Owners Associa F. Remedi Any amounts disbu Instrument. Unless disbursement at the	any action which would have the effect of rendering the public liability is surance coverage maintained by ation unacceptable to Lender. es. If Borrower does not pay condominium dues and assessments when due, the 1 Lender may pay them, arsed by Lender under this paragraph F shall become additional debt of Borrower, so ured by the Security Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
By Signing Belov	w, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
	CAROL MCCLOSKEY CAROL MCCLOSKEY CAROL MCCLOSKEY CAROL MCCLOSKEY CAROL MCCLOSKEY CAROL MCCLOSKEY
	CAROL MCCLOSKEY (Scal)