

# UNOFFICIAL COPY

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JLCM

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 13,  
1987, by the mortgagor is MICHAEL J. BULK, A SINGLE PERSON

..... ("Borrower"). This Security Instrument is given to .....  
..... NORWEST MORTGAGE, INC., which is organized and existing  
under the laws of ..... THE STATE OF MINNESOTA, and whose address is ..... 3051 HAMMOND  
..... AVENUE, P.O. BOX 780, WATERLOO, IOWA 50704 ("Lender").  
Borrower owes Lender the principal sum of ..... EIGHTY THOUSAND ELEVEN HUNDRED AND QQU/100.....  
Dollars (U.S. \$.....). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on .... MAY 01, 2017. .... This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and  
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
located in .... COOK County, Illinois:

UNIT B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE  
COMMON ELEMENTS IN CARMEN WALK CONDOMINIUM AS DELINEATED AND  
DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25417705,  
IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO.: 14-08-408-038-1002 *IT*

TAX STATEMENTS SHOULD BE SENT TO:  
GMAC MORTGAGE CORPORATION, PO BOX 780, WATERLOO, IOWA 50704

which has the address of .... 863 WEST CARMEN DRIVE, #1B, CHICAGO, IL  
[Street] [City]

Illinois ..... 60640 ..... ("Property Address");  
[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seized 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.

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THIS INSTRUMENT WAS DRAFTED BY:  
NORWEST MORTGAGE, INC., C. SOUKUP  
1275 EAST WOODFIELD ROAD  
SCHAUMBURG, IL 60195

MY Certification Expires 11/89  
*Michael Rock*

OF APRIL, 1987, BY MICHAEL J. ROCK, A SINGLE PERSON  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 13TH DAY

OF THE  
*Michael Rock*  
COUNTY OF *Cook*

STATE OF ILLINOIS  
*Michael Rock*  
Saves This Line For Acknowledgment

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

MICHAEL J. ROCK, A PERSON  
*Michael Rock*

My SIGNING Below, Borrower accepts and agrees to the terms and covenants contained in this Security  
Instrument and in any riders executed by Borrower and recorded with it.

Other(s) [Specify]

Graduated Payment Rider

Adjustable Rate Rider  
  Fixed Minimum Rider  
  Family Rider

[Check applicable boxes]

23. Riders to this Security Instrument, the covenants and agreements of this Security Instrument (as if the riders) were a part of this Security Instrument and supplement the covenants and agreements of this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and made a part of this Security Instrument.

22. Waiver of Prepayment. Borrower waives all right of homestead exception in the Property.

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

Instrument without charge to Borrower except any reasonable costs.

20. Lender in foreclosure under paragraph 19 or abandonment of the Property and at any time

including, but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19.

by this Security Lns. Lender without further demand and may foreclose this Security Instrument in full or all sums secured

or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured

or otherwise, which shall be entitled to receive the proceeds of the Property to pay off the rents of the Property

prior to the expiration of any period of redemption following judicial sale, Lender or by jointly appointed appraiser

and reasonable attorney fees, and due to the sum secured by this Security Instrument.

including those parts due. Any rent collected by Lender shall be applied first to payment of the costs of

management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds

and reasonable attorney fees, and due to the sum secured by this Security

Instrument.

21. Acceleration of the right to retake after acceleration by judicial proceeding the rights to foreclose the

Property to recover the balance due and unpaid by Borrower to accelerate the Property. If the default is not cured

non-existence of, or default of any other defenue of the Property following judicial sale, Lender or by jointly appointed

appraiser to the date specified in the notice to assert in the foreclosure proceedings the

right to foreclose the Property to recover the balance due and unpaid by Borrower to accelerate the Property.

The notice shall further secure the right to foreclose the Property to recover the balance due and unpaid by

Lender to the date specified in the notice to assert in the foreclosure proceedings the

right to foreclose the Property to recover the balance due and unpaid by Borrower to accelerate the Property.

22. Breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and

17 unless applicable law provides otherwise). The notice shall specify: (a) the date acceleration is required to cure the

default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which 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 the defauilt being

accelerated. Forfeiture by judicial proceeding and sale of the Property to the defaulter must be cured;

unless acceleration of the right to retake after default by judicial proceeding and sale of the Property to the defaulter

secured by this Security Instrument, forfeiture by judicial proceeding and sale of the Property to the defaulter must be cured;

and (e) that failure to cure the default on or before the date specified in the notice may result in the defauilt being

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accelerated. The notice shall specify: (a) the date acceleration is required to cure the

NON-LIENFORM GOVERNANTS. Lender and Borrower further covenant and agree as follows:

8/22/1987

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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 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Broad, Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that 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 or 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 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 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 Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security 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 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 hen 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.

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1. **Funding of Premiums.** Borrower and Lender covenants and agree as follows:

The principal of and interest on the Note and Prepayment fees shall be paid by Lender, Borrower shall pay the premium of Prepayment and late charges due under the Note.

2. **Funds for Taxes and Instruments.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding each due date 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 actually hazard insurance premiums; and (d) yearly leasehold payments on the Note plus any other amount required to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyze the account of verifying the escrow items, unless Lender may held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid by Lender.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any amount of the Funds held by Lender, either promptly repaid to Borrower or its escrow items when due, Borrower shall pay to Lender any application as a credit, if under the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any funds held by Lender, if under Paragraph 19 the Property is sold or acquired by Lender, Lender shall promptly refund to Borrower any amount necessary to make up the deficiency in one of more payments as required by Lender.

Note: Under Paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayments charged under the Note; third, to amounts payable under Paragraph 2; fourth, to interest on notes due last, to prime rate due.

4. **Charges.** Lenders, Borrower shall attain priority over these Securities, assessments, charges, fines and impositions attributable to the Property which may attach prior to all taxes, assessments, fines and impositions attributable to the Property provided in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person who made payment.

Borrower shall pay these obligations over this Security Instrument, and leasehold payments of ground rents, if any, to the paid under this Paragraph, if under Paragraph 19 the Property is sold or acquired by Lender, Borrower shall promptly furnish to Lender a notice identifying the lien or forfeiture of any part of the Property or its fixtures, or the Lender determines that any part of the Property is subject to a lien which may attach over this Security Instrument, if Lender determines that any part of the Property is subject to a claim, then Lender may collect the insurance proceeds, Lender may use the insurance offered to settle a claim, or does not insure within 30 days a notice from Lender that the insurance carrier has discontinued the property is not economically feasible or Lender's security would be lessened, the insurance carrier has applied to the sums secured by this Security Instrument, whether or not there is a loss, Borrower shall be responsible to repair or restore the property damaged, if the restoration or repair is economic feasible and Lender's security is not lessened. If the property damaged, unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or restore the property or to pay sums secured by this Security Instrument, whether or not there is a loss.

5. **Hazard Insurance.** Borrower shall keep the insurance now existing or hereafter erected on the Property of the amount of loss by fire, hazards included within the term "extinguished coverage" and any other hazards for which Lender insures against loss by fire, hazards included within the term "extinguished coverage" and any other hazards for which Lender insures reasonably within notice.

All insurance carried by Lender may make proof of loss or damage prompt by Borrower.

Lender shall have the right to hold the policies and renewals, if Lender requires, if Lender shall provide a standard mortgage clause.

All insurance policies and renewals shall be acceptable to Lender and shall include a clause providing that the insurance carried and Lender may make proof of loss or damage prompt by Borrower.

Lender shall have the right to hold the policies and renewals, if Lender requires, if Lender shall provide a standard mortgage clause.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially injure the Property prior to the acquisition of the Lender, unless Lender agrees to the contrary.

Unless Lender and Borrower otherwise agree in writing, insurance premiums referred to in Paragraphs 1 and 2 or change the property, allow the Property to contract with a lessee, 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 change the property, allow the Lender to proceed in bankruptcy, probable, for condemnation or to enforce laws or 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 instrument, applying in court, paying reasonable attorney fees and costs to make the Property available to the Lender, any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security instrument, unless Borrower and Lender agree to do so.

Lender may take action in court, paying reasonable attorney fees and costs to the Lender to make the Property available to the Lender, any amounts disbursed by Lender under this Paragraph 7, Lender does not have to do so.

7. **Protection of Lender's Rights in the Property.** Borrower fails to perform the covenants and agreements contained in this Security instrument which may include paying any sums secured by a lien which has priority over this Security instrument, unless 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 instrument, unless Borrower and Lender agree to do so.

8. **Assignment of Property.** Lender may assign this Note and Lender's rights in the property to another party, if this Security instrument is otherwise assignable, Lender may do so.

The date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower, Security instrument. Unless Borrower and Lender agree to otherwise 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.

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## Condominium Rider

THIS CONDOMINIUM RIDER is made this 13TH day of APRIL, 1987, 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.

P.O. BOX 780, 3451 HAMMOND AVENUE  
WATERLOO, IOWA 50704

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
863 WEST CARMEN DRIVE, #1B CHICAGO IL 60640

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: Carmen Walk 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 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 damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or 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.

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Form 3140 12/83

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MARL 10000 100

MULTISTATE CONDOMINIUM RIDER - Single Family - FNMA/FHLMC Uniform Instrument

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Form 3140 12/83

\$16.40

DEPT-01 RECORDING

TW1111 TRAN 0584 09/29/87 10:36:00

#1954 # A \* 87-296521

COOK COUNTY RECORDER

Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)  
MICHAEL J. BOCK , A SINGLE PERSON  
*Michael J. Bock*

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

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

If 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 them. Any amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by them. 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

Rider  
Condominium