87275661

| | MORTGAGI | Ξ | |
|--|------------------------------------|--|-------------------------|
| | May | 8 | |
| I be mort seor is | ER' POLEYOY SAY NARGARITA | TARTAKOYSKY | |
| ICTAL FEDERAL | ("Borrower"). This Sec | curity lastrument is given | to GKEAT |
| under the laws United States | of America and | whose address it 100 Wa | Inut Street, |
| CTAL FEDERAL States of Sta | 12302-0989 Seventy-Two Thousand | Four Hundred and | No/100 |
| norrower owes Lender 1 le 1 incipai | Dollars (1) 5400.00 |) This debt is evid | enced by Berrower's |
| dated the same date as this Security, paid earlier, due and payable on | Instrument (i Note"), which provid | ies for monthly payments | , with the ful! debt, i |
| paid earlier, due and payable on secures to Lender: (a) the repaymo | ne of the debt evidenced by the No | te, with interest, and all | renewals, extensions |
| modifications: (b) the nayment of all | other sums, with interest, advance | d under paragraph 7 to p | rotect the security of |
| Security Instrument; and (c) the per | _ 4 11 | annous to Leader the folk | wane described book |
| the Note. For this purpose, Borrowe ocated in | COOK COOK | | County, Ill |
| | | | _ |
| | 0- | | |
| | 0/ | | |
| E ATTACHED LEGAL DESCRIPT | FION | | |
| | ' (| | |
| | C' | | 1 |
| | | | |
| | 0, | | Œ |
| | 06, | | φ. 2. |
| | 04/ |) 2 | 8727 |
| | 04/1 | ×1. | 87278 |
| | 04/7 | | 8727866 |
| | OLID | | 87278661 |
| | OLIN | | 87/27/8661 |
| | OLIN | | 87278661 |
| | | T Clory | 87278661 |
| | | 1-C/074 | 87278661 |
| | | T Clory's | 87278661 |
| | | T Clores | 87278661 |
| | | To Conti | 87/27/8661 |
| | | To Conti | 87/27/8661 |
| | | The Continue of the Continue o | 87/27/8661 |
| | | To Continue | 87/27/8661 Office |
| | | To Continue | 87/27/8661 Office |
| | | To Control | 87/27/8661 Oxide |
| 407 FI | | | |
| which has the address of407. El | M_DRIVE | WHEELING | |

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.

rabiA ylima4 1-2 🗍

Tタタ 88:98:

96. YIR

NOV.UNIFORM COVENAUS Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's 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 default; (b) the action required to cure the default on or before the date the notice agy result in acceleration of the sums and (d) that failure to cure the default on or before the date proceeding and sale of the Property. The notice shall further 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 defense of Borrower to acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and the right to assert in the loreclosure proceeding the non-before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require immediate payment by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

but not ilmited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in 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. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents collected by Lender or the receiver shall be applied first to payment of the property including those past due. Any rents collected by Lender or the receiver 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 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 attorneys' feel and then to the property including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' feel and then to the property including, but this Security has a property and control from the feet of the property and control from the feet of the property and control feet and the property including the property and control feet and the property and control feet and the property and control feet and the fe

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, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. River a to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument (Cheer 'pulicable box(es))

Condominium Rider

Tedusted barment Rider

Adjustatel. Tant Rider

Planned Unit Development Rider

| nderaigned, a horaigned, a | the unit, in the use of the use o | Notary Public in and for seid | State of Illinois, Coun |
|--|--|--|-------------------------|
| 1192 95/22/87 16 8 * S — 78 — * B Manny reconder | # 2117# | 7 | |
| ЕСОВОТИС | For Actnowledgeword) 7 L0—1930 | [Space Below 17.4 Ling I | |
| (Seal) | M. Takherus BITA TARTAKOYSKY | 8 1438/14 | |
| (lao2) | NDER POLEVOY | "F C | |
| rined in this Security | to the terms and covenants co | Borgamer accepts and agrees accepts and record | |
| | | 2,5 | [Viiooqs] (2)nothO [] |

State of illinois, County of Motern Rublic in and for seid County, in the State aloreasid, do hereby certify in the same person winks in person, acribed to the foregoing instrument aspeared before in this day in person, and acribed to the foregoing instrument aspeared before in this day in person, and acribed to the foregoing instrument as a single and purposes in the sea and voluntary act, for the wese and purposes in their ast forth.

Given under my hand and official seal, this found is the state of illinois in the search in t

UNOFFICIAL COPY

87278661

abl

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.

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 secur, a by this Security Instrument, whether or not then due.

Unless Lei, d.r and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due de le of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrowe Not 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 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 the dization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrow er'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 Pland; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and bereit 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; ind (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 refundance 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 unenforce cole 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 1 inder when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal 22, 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 I ist ument 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.

cednesting payment.

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 other terms of payment, these amounts shall bear interest from 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 in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, 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 If Borrower fails to perform the 7. Protection of Lender's Rights in the Property; Mortgage Insurance.

fee title shall not merge unless Lender agrees to the merger in writing.

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

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and ploceeds resulting postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The secured will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the price ds to repair or restore 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 has the insurance carrier has of the Property damaged, if the restoration or repair is economically feasible and Lenge's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

Unless Lender and Borrower ceherwise agree in writing, insurance proceeds chall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Bor order all receipts of paid premiums and renewal notices. In the event of loss, Borrower stall give prompt notice to the insurance

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

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borro ve. subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the any and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "exten Ind coverage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the impro ements now existing or hereafter erected on the Property of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or ake one or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation, ceured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion 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 and agreement satisfactory to Lender abordinating the lier, to this Security Instrument. If Lender determines that any part of the Property is subject determines that any part of the Property is subject to a lien which may attain any the Security Instrument. If Lender determines that say part of the Property is subject to a lien which may attain any the Security Instrument. If Lender stay says fortunger as the Property is subject to a lien which may be property.

borrower small person to the person, were mainter provided in paragraph 2, or it not paid in that mainter, borrower sind pay these only furnish to Lender all notices of amounts to be paid under this payment. If Borrower aband promptly furnish to Lender all notices of amounts receipts evidencing the payments.

Borrower shall promptly discharge 2 or lien which has priority over this Security Instrument unless Borrower: (a) Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priority over this Security Instrument, and leaschold payments or ground rents, if any Purrywer shall pay all taxes, assessments, charges, fines and impositions attributable to the 4. Charges; Liens.

Mote; third, to amounts payab e inder paragraph 2; fourth, to interest due; and last, to principal due.

application as a cree, to sainst the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; second charges due under the Mote; second charges due under the Mote; second charges due under the Mote due under t

than immediately and to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds hald by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

Upon by ment in full of all sums secured by this Security Instrument, Lender shall prompily refund to Borrower amount necestary to make up the deficiency in one or more payments as required by Lender.

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.

requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shalf apply the Funds to pay the escrow items.

basis of current data and reasonable estimates of future escrow items.

leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

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

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

87278661

UNQEFICIAL COPY 1

| THIS CONDOMINIUM RIDER IS made tiffsth day 8 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 |
|---|
| 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 |
| GREAT FINANCIAL FEDERAL (the "Lender") |
| of the same date and covering the Property described in the Security Instrument and located at: 407 ELM DRIVE, WHEELING, IL 60090 |
| 407 ELM DRIYE, WHEELING, IL 60090 [Property Address] |
| The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project |
| known as: |
| HARMONY VILLAGE [Name of Condominum Project] |
| (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the |
| "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also |
| includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest. |
| CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument. |
| Borrower and Lender further covenant and agree as follows: |
| A. Co'A'on inium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium |
| Project's Constituent Documents. The "Constituent Documents" are the: (1) Declaration or any other document which |
| creates the Condom nium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall |
| promptly pay, when dur, all dues and assessments imposed pursuant to the Constituent Documents. |
| B. Hazard Ir. survince. 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 laz are 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 votice of any lapse in required hazard insurance coverage. |
| In the event of a distribution of hazar i ir surance 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 a cept ible 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 port of the Property, whether of the unit or of the common |
| elements, or for any conveyance in lieu of condemnation, are harely 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 article 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 (i) e provision is for the express benefit of |
| Lender; |
| (iii) termination of professional management and assumption of self-management of the Owners Association; |
| Of |
| (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender. |
| F. Remedies. If Borrower does not pay condominium dues and assessments when due, tiken kender may pay them. |
| Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secored by the Security |
| Instrument Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of |
| disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. |
| F |
| By Signing Below. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider. |
| . / |
| iJ |
| tilles Fr |
| ALEXANDER POLEVOY |
| , , , , , , , , , , , , , , , , , , , |
| in Tactalus (Scal) |
| M factally (Scal) |
| TAUPANITA TAUTAYOUCYY |

Property of Coot County Clert's Office

87278661

Parcel 1:

Building 37 Unit 3 in Harmony Village, being a Subdivision in Section 11 and Section 12, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded in the Office of the Registrar of Titles of Cook County, Illinois on October 1973 as Document Number 2720033.

Parcel 2: EEO-63-12-302-200

Easement appurtenant to and for the benefit of Parcel 1 aforesaid as set forth in the Declaration made by Chicago Title and Trust Company as Trustee under Trust Agreement dated August 15, 1972 and known as Trust Number 60448 dated August 2, 1973 and recorded October 2, 1973 as Document Number 22498972 and also filed as Document Number 2720034 and as created by the deed from Chicago Title and Trust Company, to Kenneth J. Kass dated May 15, 1972 and recorded or filed as Document Number 23530103 for ingress and egress, all in Cook County, Illinois.

WAIVER OF HOMESTEAD MARITAL RIGHTS

I, Edward Tartakowsky, freely and voluntarily, without duress or coercion, do hereby, waive, release, and relinquish any and all homestead and marital rights which I may have now or in the future on property commonly known as 407 Elm Drive, Wheeling, Illinois, which my wife Rita Tartakowsky is purchasing. I agree that this statement and waiver may be attached and incorporated into any mortgage which Rita Tartakowsky obtains in order to purchase said property.

| Subscribed | and | Sworn | to | me | this |
|------------|-----|--------|----|----|-------|
| Subscribed | and | PMOLII | LU | me | CHITS |

day of APRIL

Edward Tartakowsky

Coot County Of Collins Clerk

MARITAL RIGHTS

I, Rimma Polevey, freely and voluntarily, without duress or coercion, do hereby, waive, release, and relinquish any and all homestead and marital rights which I may have now or in the future on property commonly known as 407 Elm Drive, Wheeling, Illinois, which my husband Alex Polevey is purchasing. I agree that this statement and waiver may be incorporated into any mortgage which Alex Polevey obtains in order to purchase said property.

Subscribed and Sworn to me this

Stopperty of Coot County Clerk's Office