

UNOFFICIAL COPY

3 7 3 3 87331828

87328758

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 5 1987. The mortgagor is KAREN S. BLUMENSTEIN * AND SAM H. BLUMENSTEIN, MARRIED TO ARLEEN R. BLUMENSTEIN * A NEVER MARRIED PERSON. ("Borrower"). This Security Instrument is given to THE LOMAS AND NETTLETON COMPANY, which is organized and existing under the laws of CONNECTICUT, and whose address is P.O. BOX 855844, DALLAS, TEXAS 75265. ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND AND 00/100 Dollars (U.S. \$120,000.00). 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 JULY 1, 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 2880 N. BOBWORTH, BURNHAM NORTHWEST IN THE TOWNHOMES OF 2880 NORTH BOBWORTH CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE NORTH 52 FEET OF THE SOUTH 78 FEET OF LOT 18 IN MUELLER'S SUBDIVISION OF THE EAST 449.8 FEET OF LOT 8 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 30, 1986 AND KNOWN AS TRUST NO. 88582 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS ON APRIL 28, 1987 AS DOCUMENT NO. 87226283. TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNITS IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM, AS MAY BE AMENDED FROM TIME TO TIME, EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY AS MAY BE AMENDED FROM TIME TO TIME.

PERMANENT TAX NUMBER 14-29-300-050 Volume: 489
14-29-300-049

87328758

THIS DOCUMENT IS BEING RE-RECORDED TO ATTACH THE NOTARIES OF SAM H. BLUMENSTEIN & ARLEEN R. BLUMENSTEIN !
7J. 23759 2 0 < 2

which has the address of 2880 BOBWORTH CHICAGO
[Street] [City]
Illinois 60614 ("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 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.

UNOFFICIAL COPY

PARK RIDGE IL 60068
1800 WEST HIBBING RD., SUITE 118
THE LOMAS & NETTELTON COMPANY
DEE BURGER

DRAFTED BY AND WHEN RECORDED RETURN TO:

ANNUETTE M. MORENO GOLDEN PRAIRIE, STATE OF ILLINOIS AUGUST 28, 1987	6/27/90 EXPIRATION DATE NOTARIAL SEAL THIS day of <u>5/22</u> , 1987
WITNESS	
I, ANNE ELLIOTT, Public Notary State of Illinois, County of DuPage Residing at 150 W. Main Street, Elgin, IL 60131, do hereby witness and acknowledge the said instrument as legitimate, executed before me this day in person and acknowledged free and without force and duress.	
Anne Elliott, Public Notary Notary Public Seal No. 11002023	
THAT - a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the instrument, a Notary Public instrument, a Notary Public instrument known to me to be the same person who's name is signed, sealed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person and acknowledged free and without force and duress.	
Counties of DuPage STATE OF ILLINOIS,	

X Signature: Caren H. Blumenstein ARLEEN R. BLUMENSTEIN
X Date: 6-5-87
RELEASE ALL RIGHTS AND BENEFITS, IN SIGNATURE THIS PAGE TO WAIVE, DISCLAIM AND
EXEMPTION LAWS OF THE STATE OF ILLINOIS AND THE ELGIN LOCAL MARTAGE AND DISSENLUTION
OF MARRIAGE ACT, AND TO SUBORDINATE ALL EQUITABLE INTEREST IN THE PROPERTY, IF ANY,
TO LETTER OF THIS MORTGAGE.

WAIVE OF HOMESTEAD RIGHTS

INSTRUMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY
BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

KAREN H. BLUMENSTEIN (Seal)
Caren H. Blumenstein
BORROWER
X
KAREN H. BLUMENSTEIN (Seal)
Caren H. Blumenstein
BORROWER
X
Karen H. Blumenstein (Seal)

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Rider 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 each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
Instrument. The covenants and agreements of each such rider shall remain in effect notwithstanding any amendment to
the instrument.

24. Rider in Possession. 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.
25. Rider to those Properties past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
costs of management of the Properties past due, but not limited to collection of rents, including, but not limited to, collection fees, premium on
receipt of property including those Properties past due, take possession of the receiver's fees, premium on
appomited receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
prior to the expiration of any period of redemption under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney's fees and costs of title evidence.

26. Rider shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph,
before the date specified in the notice, Lender at its option may require the Security instrument in full or all sums secured by
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding,
unless Borrower fails to perform Borrower's obligation to accelerate, by notice in the notice must be given to Borrower
and (d) that failure to cure the defect or before the date specified in the notice may result in the acceleration of the sum
secured by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
defect, not less than 30 days from the date the notice is given to Borrower, by which time the defect must be cured;
unless applicable law provides otherwise. The notice shall specify: (a) the date required to accelerate the non-
breach of any covenant in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
breach of any covenant of acceleration following Borrower's

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

87331828
67326758

UNOFFICIAL COPY

87331326

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 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 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 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.

UNOFFICIAL COPY

8 7 3 3 1 3 2 3

I Arleen Blumenstein notarize the signature
of Sam H. Blumenstein this 5th day of June 1987

Notary

Arleen Blumenstein

ARLEEN BLUMENSTEIN
Notary Public - Oakland Co., Michigan
My Comm. Expires 9-1987

Reference: Mortgage given 6/5/87

By: Karen S. Blumenstein
Kar. Blumenstein

To: Loomis & Nettleton Co.
for \$120,000.00 mortgage.

Property Located at:

2660 Bosworth
Chicago, IL 60614

87331828

UNOFFICIAL COPY

CHICAGO METROPOLITAN
LIBRARY SYSTEM - COOK COUNTY
ILLINOIS

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RECEIVED JUN 8 1987 5 7 3 3 L N 3 2 0

The Lomas & Nettleton Company

28400 Northwestern Highway, Suite 110
Southfield, Michigan 48034
Phone: (313) 358-2550

JUNE 8, 1987

TO WHOM IT MAY CONCERN:

I BEYNOUR J. GROSSMAN WITNESSED THE SIGNATURE OF
ARLEEN BLUMENSTEIN


BEYNOUR J. GROSSMAN

SUBSCRIBED AND SWEORN TO ME THIS 5TH DAY OF JUNE A.D.
1987


SUE A. BESHARA
NOTARY PUBLIC

SUE A. BESHARA
Notary Public, Oakland County, Michigan
My Commission Expires January 13, 1990

87331828

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

87333 328

Adjustable Rate Rider (1 Year Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 5TH day of JUNE, 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 Adjustable Rate Note (the "Note") to THE LOMAS AND NETTLETON COMPANY

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2680 BOSWORTH, CHICAGO, IL 60614

(Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.8750%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JULY, 1988, and on that day every 12th month thereafter. Each date on which my interest rate could change is called an "Change Date".

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 750/1000 percentage points (2.7500%) to the Current Index. The Note holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.250% or less than 5.8750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.5000%.

(E) Effective Date of Changes

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

(F) NOTICE OF CHANGES

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

87331828
26758

UNOFFICIAL COPY

DOCS Processor (S-88) Adt 12
100%

-87-328758

COOK COUNTY RECORDER
13493 C 16/87 15:55:00
140003 TRAN 1175 06/16/87 15:55:00
\$17.00
DEPT-01

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

87328758

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, 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 without further notice or demand on Borrower.

Borrower will continue to be obligated under this Note and this Security Instrument unless Lender releases Borrower in writing. And that obligates the transfer to keep all the promises and agreements made in this Note and in this Security Instrument.

To the loan assumption, Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender.

That the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent

that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

And (b) Lender reasonably determines that Lender's security will not be impacted by the loan assumption and transfer; and to Lender information required by Lender to evaluate the intended transfer as it a new loan were being made to the transferee; and to Lender also shall not exercise this option if: (a) Borrower causes to be submitted as of the date of this Security Instrument, Lender's option shall not be exercised by Lender if exercise is prohibited by federal law by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law without Lender's prior written consent. At its option, require immediate payment in full of all sums secured without Lender's prior written consent, Lender may, at its option, require immediate payment in full or any interest or premium paid on this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured without Lender's prior written consent, Lender may, at its option, require immediate payment in full or any interest or premium paid on this Security Instrument.

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 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 without Lender's prior written consent, Lender may, at its option, require immediate payment in full or any interest or premium paid on this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law without Lender's prior written consent. At its option, require immediate payment in full of all sums secured without Lender's prior written consent, Lender may, at its option, require immediate payment in full or any interest or premium paid on this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured without Lender's prior written consent, Lender may, at its option, require immediate payment in full or any interest or premium paid on this Security Instrument.

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

87331828

UNOFFICIAL COPY

CONDOMINIUM RIDER 31323

THIS CONDOMINIUM RIDER is made this6th..... day ofJune....., 19....87,
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
.....The Lomas and Nettleton Company..... (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
.....2660 Bosworth, Chicago, IL 60614.....
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
known as:

(Name of Condominium Project)

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

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 of the unit or of the common
elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds
shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written
consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination
required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or
eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of
Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;
or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by
the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security
Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of
disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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


KAREN S. BLUMENSTEIN(Seal)
Borrower
X SAM H. BLUMENSTEIN(Seal)
Borrower

DEPT-01
T90003 TRAN 1229/04/17 11:11:00
13843 C
COOK COUNTY RIDER

87331828

UNOFFICIAL COPY

Property of Cook County Clerk's Office

873526758
87331828