87362174

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 16TH 19 87 The mor gazor is SUZETTE M. MONDO, DIVORCED, NOT SINCE REMARRIED

("Borrower"). This Servity Instrument is given to REGENCY MORTGAGE, INC., A WISCONSIN CORPORATION

which is organized and existing under the laws of THE STATE OF WISCONSIN 15700 BLUEMOUND ROAD, BROOKFIELD, WI 53005

, and whose address is

("Lender").

Borrower owes Lender the principal sum of SEVENTY SIX THOUSAND DOLLARS AND NO/100

Dollars (U.S. 76,000.00

). 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 TLY 1st, 2017 This Security Instrument secures to Lender: (a) the repayment of the debt existenced 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

County, Illinois:

UNIT H TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SAYRE GARDEN CONDOMINIUM, AS DELINEATED AND PLEINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 87-228534 IN: LOTS 10, 11 AND THE NORTH 22-1/2 FEET OF LOT 14 IN BLOCK 4 IN MONTE CLARE, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31 AND PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. CASOMINGO

TAX NUMBER: 13-31-102-013 13-31-102-014

13-31-102-015

which has the address of

2350 NORTH SAYRE UNIT H (Street)

CHICAGO [City]

Illinois

60635

("Property Address");

(Zip Code)

TOOETHER WITH all the improvements now or hereafter crected 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 herenfter 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.

Form 3014 12/83

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

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UNOFFICIAL COPY

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breach of any coverant or agreement in this Security Instrument (but not prior to acceleration; Remedies, Lender shall give notice to Borrower 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; (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 acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstance of Borrower to acceleration and the right to assert in the foreclosure proceeding the non-before the default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on urbander the default or any other default of sale superified in the society Lucities and the society of a default of all sums secured by the Gecules and the default of all sums secured on urbander shall be entitled to collect further demand and may foreclosure the provided in this paragraph 19, including, but not limited to reasonable attorneys? (see and coats of title evidence.)

20. Lender shall be entitled to collect all on a sum to the procession of any period of redemption following judicial sale. Lender (in person, by agent or by judicially prior to the expiration of any period of redemption following judicial sale. Lender the property and at any time appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to oblect the rents of any under the property and stants of any and manage the Property and stants of collect the order of any or absence.

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

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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 anthorized 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 of Released; Forbearance By Lender Not a Walver. 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 expresse of any right or remedy.

11. Successors and Assigns Boy. d; 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) i, cc-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the tames 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 rejard 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) my such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) an exams 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.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 in rument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the step specified in the second paragraph of

purugraph 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 lew and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security in trument 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.

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cdnesting payment.

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

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

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Lender's rights in the Property (such as a proceeding in bankruptey, probate, 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 7. Protection of Lender's Bights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

fee litle shall not merge unless Lender agrees to the merger in writing. 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 change of commit waste. If this Security Instrument is on a leaschold,

Instrument immediately prior to the acquisition. postpone the due date of the monthly payments referred to in paragraphs. I and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the from the from the period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The Souday period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with Joy excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lengus's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borrewer. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall 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 lequires, Borrower shall promptly give to Lender

unreasonably withheld.

inaurance carrier providing the inaurance shall be chosen by Borrow is subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the armunts and for the periods that Lender requires. The inaured against loss by fire, hazards included within the term "exterided coverage" and any other hazards for which Lender

of the giving of notice.

5. Hazard Insurance. Borrower shall keep the in provements now existing or hereafter erected on the Property

7. Hazard Insurance. Borrower shall keep the in provements now existing or hereafter erected on the Property

receipts evidencing the payments.

Borrower shall promptly dischalge in a long which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the bight proceedings which in the Lender lopinion operate to prevent the enforcement of the obligation of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender abordinating the arm of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender abordinating the arm of the lien any part of the Property is subject to a lien which may attain priority instrument, Lender determines that any part of notice identifying the lien. Borrower shall satisfy the liet or take one or more of the actions set forth above within 10 days notice identifying the lien.

pay them on time directly to the per on owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If borrower makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Note; third, to amounts payably under paragraph 2; fourth, to interest due; and leas, to principal due.

4. Charges; Liena. Sorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain pricrity over this Security Instrument, and leasehold payments or ground rents, if any.

any Funda held by Lender. It is not to the secure of this secure, secured which the help to the secure of the secu

amount necessary to make up the deficiency in one or more payments as required by Lender.
Upol. Elyment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

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,

this Security Instrument.
If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

Lender may not charge for holding Lender is such an institution). Lender shall apply rne runus to pay the escrow items, unless Lender may not charge for holding and applying the Funds and applying the escrow items, unless Lender may agree interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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 The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or accounts of which are insured or guaranteed by a federal or as a same agancy (including Lender is auch an institution). Lender shall apply the Funds to pay the escrow items.

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

leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums; and (d) yearly mazard insurance premiums, if any. These items are called "escrow items." Lander 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 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable has or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may arise in priority over this Security Instrument. In the Note is paid in full, a sum ("Funds") equal to

UNIFORM COVENAVIS Bottower and Lender covenant and agree as follows:

ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this of JUNE, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security αf Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NORTH SHORE SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and Located at:

2350 NORTH SAYRE UNIT H, CHICAGO, ILLINOIS 60635

[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:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.625 %. The Note provides for changes in the interest rate and the monthly payments as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

Change Dates (A)

pay will first day The may change onthe interest rate 92 , and on that day every 12th month JULY of thereafter. Each date on which my interest rate could change is called a "Change Date."

The Index (B)

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 Pederal 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 THREE QUARTER percentage points(s) (2.75 %) to the Current index. The Note Holder will then round the result of this addition to the nearest oneeighth 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 $\frac{11.625}{}$ % or less than $\frac{7.625}{}$ %. Thereafter, my interest rate will 25 % or less than 7.625 %. Thereafter, my interest rate will increased or decreased on any single Change Date by more TWO percentage point(s) (2.00 %) from the rate of never be percentage point(s) (_ than interest I have been paying for the preceding twelve months. My interest rate will never be greater than 14.625 %. My interest rate will never be less than 6-1/2%.

1 of 2

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-1-Single Family Fannie Mae/Freddle Mac Uniform Instrument - Form 3108 3/85

(E)

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

Notice of Changes

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

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER 11.

Uniform Covenant 17 of the Security Instrument shall remain in full force and effect until the Lender (mortgagee) assigns his interest in the Security Instrument to FNMA or FHLMC Upon assignment Uniform Covenant 17 of the security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require in mediate 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. If Borrover 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.

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

> (Seal) Borrower (Seal)

Borrower

ender'')

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THIS CONDOMINIUM RIDER is made this 16TH day of JUNE . 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

REGENCY MORTGAGE, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

2350 NORTH SAYRE UNIT 11, CHICAGO, ILLINOIS 60635

(Property Address

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

SAYRE GARDENS CONDOMINIUM

[Name of Conformmum 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.

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

- A. Condom!anim 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 P oject; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, an accessments 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 die 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," there:
- (i) Lender waives the providen in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard instance 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.

Horrower shall give Lender prompt notice of one lapse in required hazard insurance coverage.

In the event of a distribution of hazard inscrebe proceeds in ben of restoration or report following a loss to the Property, whether to the unit or to common elements, may proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Sec. 111. 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 accepts sle in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for annages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pay 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 nonce to 3 ender 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;
- (iv) any action which would have the effect of rendering the public liability insurance 200 gage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Leader may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured of 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.

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SUZETTE M. MONDO	-Borrowe
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	Borrowe
ings go william y differently to that a real place for suphississister Ballium to a go of the bloom	(Seal)
	-Borrowei
	-Borrower
	(Sign Original Only)

T Form 3140 12/83

or

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RIDER

LEGAL DESCRIPTION

UNIT H SAYRE GARDENS CONDOMINIUM

UNIT H together with its undivided percentage interest in the common elements in SAYRE GARDEN CONDONINIUM, as deleneated and defined in the Declaration ascorded as Document Number 87228534 , in:

Lots 10, 11 and the North 22 1/2 Feet of Lot 14 in 51ock 4 in Monte Clare, being a Subdivision of the North 1/2 of the Northwest 1/4 of Section 31 and Part of the Southwest 1/4 of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Mortgagor also hereby grants to the Mortgages, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the Declaration of Condominium.

Mortgagor also hereby grants and assigns to mortgages, its successors and assigns parking space No. P-H as a limited common element as set forth and provided in the aforementioned Declaration of Condumnium.

This Mortgage is subject to all rights, essements and covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

PERMANENT INDEX NUMBER:

13-31-102-013

13-31-102-015

Address of Property:

2350 N. Sayre Chicago, Illinois 60635 87362179