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"This Instrument Was Prepared By" GLENVIEW STATE BANK

MAIL TO: Koss 800 VAUKEGIN ROAD GLENVIEW, ILLINOIS 60025 87363578

[Space Above This Line For Recording Data]

Loan # 2983612

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 30th 19 87 The morege gor is

ANNE E. SMIlla, a single female, never been married

("Borrower"). This Sec rity Instrument is given to

#LA 33464 QUE

CLENVIEW STATE LANK which is organized and existing under the laws of the State of Illinois

800 WAUKEGAN ROAD, CLEYVIEW IL 60025

, and whose address is

("Lender").

Borrower owes Lender the princip i sum of Eighty thousand and NO/100 - - -

Dollars (U.S. 3 80,000.00

). 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 1st, 20.7

This Security Instrument secures to Lender: (a) the repayment of the debt vicenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with in erest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrowir'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 CHICAGO

, Cook Unit number 23C as delineated on survey plat of Lot 14 (EXCEPT THE SOUTH 5 FEET THER OF) AND ALL OF LOTS 15, 16, 17, 18, AND 19 AND THE SOUTH 20 FEET OF LOT 20 IN POTTER PALMER'S RESUBDIVISION OF LOTS 1 TO 22, INCLUSIVE, IN BLOCK 4 OF CATHCLIC BISHOP OF CHICAGO'S LAKE SPCRE DRIVE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NOUTE 18.83 CHAINS OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, PANCE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY JULINOIS (CALLED 'PARCEL') WHICH SURVEY PLAT IS ATTACHED AS LYHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN WITIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST NUMBER 29140 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY ILLINOIS, AS DOCUMENT NUMBER 21361283, AS AMENDED 1 RON TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERLET IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERLY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SEL FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

PTN: 17-03-103-028-1145

which has the address of

1440 N. LAKE SHORE DR. #23C (Street)

CHICAGO

[City]

Illinois

60610

("Property Address");

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 recording 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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

(IL)

87363578

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	scuted by Borrower and recorded together with shall be incorporated into and shall amend and	ach such rider:	s lo sinemes of e	, the covenants and a	y Tratriment	this Securit
)	emption in the Property.	of homestead ex	aives all right	mestead. Borrower w	oH do noviaVe	7.22.
	Instrument, Lender shall release this Security neosts.			n payment of all su ge to Borrower. Borr		
,).	d by this Security Instrument.	he sums secure	s, and then to t	sonable attorneys' fee	onds and reas	receiver's b
)	receiver shall be applied first to payment of the ut not limited to, receiver's fees, premiums on					
	e, Lender (in person, by agent or by judicially manage the Property and to collect the rents of					
	shandonment of the Property and at any time	io 91 dqsrgsrac	eration under p	ssession, Upon accel	Lender in Po	.02
	nedies provided in this paragraph 19, including,			to collect all expense able attorneys' fees		
	mediate payment in full of all sums secured by Security Instrument by judicial proceeding.	y toreclose this	am bas basma	it without further do	ty Instrumer	this Securi
	d foreclosure. If the default is not cured on or	acceleration an	of Borrower to	. any other defense o	ta default or	existence o
	d sale of the Property. The notice shall further o assert in the foreclosure proceeding the non-					
	e notice may result in acceleration of the sums	dt ni boñiooge s	before the date	ne the default on or	is of orulial t	and (b) tha
	he default; (b) the action required to cure the Borrower, by which the default must be cured;	ll specify: (a) ti	The notice shal	rovides otherwise). T	q wai oldasii	nujesa ubb _l
	rior to acceleration following Borrower's rior to acceleration under paragraphs 13 and 17	nce to Borrowa ment (but not pi	ion ovig linne uriten! Ytiruood	; remedies. Lender or agreement in this S	Acceleration Transver yn	.er Preach of a
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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

UNIFORM COVEN US NO FIND FIND Enter Conflict In Lagret Colors: PY 8

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 law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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 basis of current data and reasonable estimates of future escrow items.

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 shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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 this Security Instrument.

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

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Exyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable or der paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person 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

receipts evidencing the payments.

Borrower shall promptly discharge any iter 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 tien 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 an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improve, etc. now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended or verage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower soject to Lender's approval which shall not be

unreasonably withheld.

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, becrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower

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

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 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

Instrument immediately prior to the acquisition.

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

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, 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 in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to 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.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

8. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable läw:

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately 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 this Security Instrument shall be reduced by the sums secured in the same secured in magnitude.

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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 paid to Borrower.

Unless Lader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

postpone the due do to of the monthly payments referred to in paragraphs i and 2 or change the amount of such payments.

10. Borrower, Aut Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

by the original Borrower or Borrow it's successors in interest. Any forbearance by Lender in exercising any right or remedy interest of Borrower shi il 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 in activation of the sums secured by this Security Instrument by reason of any demand made modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

this Security Instrument shall be and be soft the successors and several. Any Borrower, subject to the provisions of paragraph 17. Borrower shall be and be soft in the social and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey 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 and to the second this Security Instrument, (b) is not personally obligated to pay that Borrower's interest in the Property and to the second pay are some soft in the Property and the second soft in the second soft in the Property and the second soft in second soft in the secon shall not be a waiver of or preclude. Severeise of any right or remedy.

11. Successors and Assigns Found, Joint and Several Liability; Co-signers. The covenants and agreements of

that Borrower's consent. the sums secured by this Security Instrument; and (e) 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

partial prepayment without any prepayment charge under the Note. under the Note or by making a direct payment to Borrower. If a refur d reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may the ose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 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 micrest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (2) any such loan charge shall be reduced by the amount

partial propagation. Affecting Lender's Rights. If enactment are expiration of applicable laws has the effect of rendering any provision of the Mote 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

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.dqaragaraq sidt ni 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 police 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 berein or any other address Lender designates by votice 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 for the this Security Instrument shall be deemed to have been given to Borrower or Lender.

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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Institution of the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the

15. Governing Law; Severability. This Security Instrument shall be governed by federells wand the law of the

federal law as of the date of this Security Instrument. 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

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

(a) pays Lender all summar 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had

NOTE MOLARISE PY 8

THIS CONDOMINIUM RIDER is made this

30th

June

, ₁₉ 87

day of 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

GLENVIEW STATE BANK

(the "Lender")

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

1440 N. LAKE SHORE DR. CHICAGO, ILLINOIS 60610

UNIT #23C

[Property Address]

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

LAKE SHORE CONDOMINIUM

[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.

CONDOMIN' IN COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender wither 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 I'ro ect; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dies 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," thea:
- (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 any Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby as a great 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 Lenue, 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.

(Seal	
-Borrowe	ANNE E. SMITH
(Seal	
-Borrowe	
(Seal)	<u></u>
-Borrowe	
(Seal)	
-Barrowe	
(Sign Original Only)	

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