THIS INSTRUMENT WAS PREPARED BY: HELEN DEANOVICH

One North Dearborn Street

Chicago, Illinois 60602

CITICORP**O** SAVINGS'

**MORTGAGE** 

Corporate Office

One South Dearborn Street Chicago, Illinois 60603 Telophone (1 312 977 5000)

88407416

LOAN NUMBER:

001028398

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THIS MORTGAGE ("Security Instrument") is given on August 25 1988 The me tagor is (RICHARD T STUBING, A BACHELOR AND RENEE D RADMER, UNIXABLES, a spinster HAVING NEVAL ARRIED

("Borrower"). This Security instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 80603. ("Lender"). Borrower of as Lender the principal sum of SEVENTY ONE THOUSAND AND 00/100-Dollars(U.S.\$71,000.00 ). 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 pay be on September 1, 2018 -88-407416

This Security Instrument secures to Lender: (2) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all cliner sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance (IB) recovers and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby month, grant and convey to Lender the following described property located County, Illinois:

UNIT 5-S-D-3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BUTTER CREEK CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 27378976, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOTS.

PERMANENT TAX NUMBER: 07-15-100-037-1083

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ISTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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COOK COUNTY RECORDER

વજર. 341

which has the address of

342 GRISSOM COURT, UNIT 5-S-D-3 [Street]

HOFFMAN ESTATES

Illinois

60194

("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 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 used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Femily - FNMA/FHLMC UNIFORM INSTRUMENT

FORM 3014 12/83

CITICORP SAVINGS FORM 3633C 4/87 PAGE 1 OF 4

Property of Coot County Clerk's Office

UNIFORM COVERANTS Brown and Lender or change and the office of the order of the ord

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, Berrower 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 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 and the purpose for which each debit to the funds was made, 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's not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make

up the deficiency 'n one or more payments as required by Londer.

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 Frourty 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 Payme 48. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to be charges due under the Note; second, to propayment charges due under the Note; third, to

amounts payable under pares, aph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shi if p iy 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?, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall payments furnish to Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, is crewer shall promptly furnish to Londer receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured Ly the fien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, a gal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Propert; or (c) secures from the helder 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.

6. Hazard Insurance. Borrower shall keep the improvements for existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" with any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the prior is that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall in aude a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall are apply give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice of an 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 an indicated to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not bessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proce destable to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abundans the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to sett's relaim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to provide secured by 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 paragraphs 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 Horrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Londer may do and pay for whatever is necessary to protect the value of the Property and Londer's rights in the Property. Londer's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appouring in court, paying rousenable attorneys' fees and entering on the Property to make repairs. Although Londer may take action under this paragraph 7, Londer 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.

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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.

Loan Number:

001028398

8. Inspection. Lender or its agent may make reasonable entires 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 Lander.

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

- 10. Borrower Not Released; Forbearance By Londer Not a Waiver. Extension of the time for payment or modification of a nortization of the sums secured by this Security Instrument granted by Londer to any successor in interest of 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 and a mortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of the sums secured by this Security Instrument by reason of any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 11. Successors and Assigne 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 at a agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (e) is co-signing this Security Instrument only to mortgage, grant and convey 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 the law is finally interpreted so that his interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, 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 unenforcer ble 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 paragraph 19. If Lender exercises this option, Lender shall take the stops specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrumer c, hall 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 ratice 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 Londer when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal lay and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security! attrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the 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 Borower. 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, required 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, Londer 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 judgement 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 not accoleration 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 sams 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 the paragraphs 13 or 17. CITICORP SANNOS FORM 3633C 447 PAGE 3 OF 4

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without charge to Borrower. Borrower shall pay any recordation coals.

S2. Welver of Homestoad. Borrower welves all right of fromostoad exemption in the Proporty.

S2. Ridges to this Security Instrument. If one or more ideas are executed by Borrower and recorded together with this

19. Acceleration; Remedies, Londer shall give notice to Berrower prior acceleration following Berrower's breach of any covenant or agreement in this Security Instrument part of prior to acceleration following Berrower's breach applicable law provides otherwise.) The notice shall specify; (s) the default; (b) the action required to cure the default; (c) adele, not less than 30 days from the date in notice is given to Berrower, by which the default must be cured; and the default of cure the default on or before the date specified in the notice may result in acceleration of the second may require movice may result in acceleration of the second may result in acceleration of the sums inform Berrower of the right to reinstelle after acceleration and the right to assert in the forecleaure by judicial proceeding and sale of the Property. The notice shall turther extended by this Becurity Instrument, without turther demand and may tenderic immediate payment in full of all sums secured by this Becurity Instrument without turther demand and may tenderics the security Instrument by judicial proceeding the nontributed to collect all expenses incurred in preciose this Security Instrument without turther demand and may tenderics provided in this paragraph 19, including the contribution of any tenderical contribution of the sums secured by this Security Instrument of any provided to collected by this secured by the property and collected to fore the payment of the property and collected by Londer or including the contribution of any tenderical contribution of any tenderical contribution of the property and collected by Londer or including the contribution of the payment of any payment and the tenderical contribution of the payment and the payment and

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#### **CONDOMINIUM RIDER**

### CITICORP SAVINGS"

Loan Number: 001028398

Corporate Office One South Dearborn Street Chicago, Minois 60603 Telephone (1 312) 977-5000

THIS CONDOMINIUM RIDER is made this 25th day of August .19.88 , 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 Citicorp Savings of Itlinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

X342 GRISSOM COURT, UNIT 5-S-D-3, HOFFMAN ESTATES, IL 60194

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

BUTTER CREEK CONDOMINIUM

or

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association to 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.

CONDOMINION COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender with a 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 pencils and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Londor waives the provision in Uniform Coverant 2 for the monthly payment to Londor of one-twellth of the yearly premium installments for hazard insuration 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.

- G. 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 to (2.3), amount, and extent of coverage to Lender.
- D. Constantiation. The presents of any award or claim for damac is, direct or consequential, physicial to florrower 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 Londor. Buch proceeds shall be applied by Londor to the sums secured by the Security Instrument as provided in Uniform Coveriant 0.
- E. Lander'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 condomnation 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 coverage maintained by the Owners Association unacceptable to Londor.
- F. Romedies. If Borrower does not pay condominium dues and assessments when due, then Lendit has pay from. Any amounts disbursed by Lender under this paragraph F shall become additional dobt of Borrower secured by the Septilly Instrument. Unless Borrower and Lender agree to other terms of payment, those 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.

RICHARD T STUBING BONTOWER	RENEE D RADMER -BOHOWON
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