COOK COUNTY, ILLINOIS

1988 DEC 19 PN 12: 32

88583113

## 88583113

[Space Above This Line For Recording Data] -

## MORTGAGE

258876-5

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 16
The mortgagor is JANE S. MOREHOUSE, DIVORCED NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM

60634 NORRIDGE, ILLINOIS

("Lender").

Borrower owes Lender the princips cum of ONE HUNDRED TEN THOUSAND EIGHT HUNDRED AND NO/100

110,800.00 Dollars (U.S. 5 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrume at ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2019

This Security Instrument paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the deb. evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrova's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, or int and convey to Lender the following described property

located in UNIT NUMBER 43-A, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"): LOTS 1, 2, 3, 4 AND 5 (EXCELAT THE WEST 14 FEET OF SAID LOTS) IN BLOCK 16; ALSO ALL THAT LAND LYING EAST OF AND ADJOINING SAID LOTS 2, 3, 4 AND 5 AND LYING WESTERLY OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS SHOWN ON THE PLAT BY THE COMMISSIONERS OF LINCOLN PARK AS FILED FOR RECORD IN RECORDER'S OFFICE OF DEEDS OF COOK COUNTY, ILLINOIS, IN JULY 16, 1931 AS DOCUMENT NUMBER 13.938,695, ALL IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NOPTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY CENTRAL NATIONAL BANK IN CHICAGO AS TRUSTEE UNDER TRUST NUMBER 15485, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 21,426,211; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SELFORTH IN SAID DECLARATION AND SURVEY).

14-05-215-017-1464

which has the address of 6033 NORTH SHERIDAN ROAD-UNIT 43A

CHICAGO [City]

(Street)

Illinois

T.T. 1.C. 246244

60660 [Zip Code]

("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 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 Amended 5/87

-6F(IL) (8801)

BOX 130

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291

HE/

SI

Borrower (lea2)

Bottower (leak).

> 19W01108-(lead)

THE TALMAN HOME FEDERAL SAVINGS AND **BOX 130** RECORD AND RETURN TO: My Commission Expires Feb. 5, 1530 17909 CHICAGO, IL Motary Public SHARON BARNES PREPARED BY: My Commission expires: Given under my hand and official seal, this set forth. HIS/HER free and voluntary act, for the uses and purposes therein sgned and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose name of do hereby certify that JANE S. MOREHOUSE, DIVORCED NOT SINCE REMARKIED a Notary Public in and for said county and state, ʻI County ss: STATE OF ILLINOIS, NOT SINCE REMARRIED WOREHOUSE/DIVORCED JMAC Instrument and in any rider(s) executes or Borrower and recorded with it. BY SIGNING BULOW, bot over accepts and agrees to the terms and covenants contained in this Security Other(s) [specify] Planned Unit Development Rider Graduated Sayrient Rider = 2→ Family Rider TSXCondominium Rider rabi R and Vanteulb A 🗀 Instrument. [Check applicable box(es)] supplement the ervenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security in trument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument. Lender shall release this Security costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

**UNOFFICIAL** 

LOAN ASSOCIATION OF ILLINOIS CHICAGO, ILLINOIS OF (41)
ATTENTION: SHARON BARNES
ATTENTION: SHARON BARNES

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 51 cacc or any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 91. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-DAIFORM COVENAVIS. Borrower and Lender further covenant and agree as follows:

this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and inreclosure, If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or defore the date specified in the notice may result in acceleration of the sums 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; UNIFORM COVENANTS. Bor ower and Lender covenantered agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 paymer, 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 in sums secured by this Security Instrument.

3. Application of Paymer, is. 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 under 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 lies. 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 in m 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 our or more of the actions set forth above within 10 days

of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" 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 subject 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, Burdwer 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 security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed 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.

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.

remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had (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 obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by this Security Instrument shall continue unchanged. 18, Botrower's Right to Reinstate. If Botrower meets certain conditions, Botrower's Right to Reinstate. If Botrower meets certain conditions, Botrower shall have the right to have are contained as a price of (a) 5 days (or such other period as applicable law may specify for teinstatement) 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 Botrower: Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Botrower:

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

federal law as of the date of this Security Instrument.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred for if a beneficial interest may be applied to transferred and Borrower is not a natural interest in its sold or transferred for if a beneficial interest may be applied to transferred and Borrower is not a natural interest in its sold or transferred for if a beneficial interest may be a perfect of the property o

Note are declared to be severable.

Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Lectument and the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the 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 fede al Lw and the law of the

in this paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided 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

14. Notices. Any notice to Borrower provided for in this Security Instruction is 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 method. Paragraph 17.

13. Legislation Affecting Lender's Rights.

If enactment of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforcest le 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

nnder the Note or by making a circer payment charge under the Note prepayment without any prepayment charge under the Note of applicable laws has the effect of 13. Legislation Affecting Lender's Rights.

If enactment of applicable laws has the effect of the second in a second in the terms, Lender, at its option, and the second in the se 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

charges, and that law is finally interpreted so that the interpreted or to be collected in connection with the loan exceed the permitted limits, it en (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (h) any sums already collected from Borrower which exceeded If the loan secured by this security Instrument is subject to a law which sets maximum loan 12, Loan Charges.

that Borrower's consent. the sums secured by this Security Instrument; 2, 1 (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 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 Lade, the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Found; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind an the necessors and assigns of Lender and Borrower, subject to the provisions payment or otherwise modify: in ortization 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 Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for

interest of Borrower at all test operate to release the liability of the original Borrower or Borrower's successors in interest. 10, Borrow et Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of am relication of the sums secured by this Security Instrument granted by Lender to any successor in

postpone the dui dite of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Unles 12 inder 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. given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower, that the condemnor offers to paid to Borrower.

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 unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

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 shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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 law. portower spall bay the premiums required to maintain the insurance in effect until such time as the requiremental for the

It lender required mortgage insurance as a condition of making the loan secured by this Security Instrument.

(the "Lender")

## UNCOFFICIALISM PY58876-5

THIS CONDOMINIUM RIDER is made this 16TH day of DECEMBER . 1988 . and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to THE TALMAN HOME FEDERAL SAVINGS AND

LOAN ASSOCIATION OF ILLINOIS

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

6033 NORTH SHERIDAN ROAD-UNIT 43A, CHICAGO, ILLINOIS 60660

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

MALIBU EAST

[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.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, an aucs 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 Echods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard involve 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 my lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurable proceeds in fieu 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 Ser army 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 accept (ble 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 party is the Property, whether of the unit or of the common elements, or for any conveyance in fieu of condemnation, are hereby as given and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is 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 ρ ovision 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 of verage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Levder may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower securer 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.

14-05-215-017-1464	JANE S. MOREHOUSE/DIVORCED Borrower NOT SINCE REMARRIED
PREPARED BY:	(Seal) -Borrower
SHARON BARNES CHICAGO, IL 60641 RECORD AND RETURN TO:	(Seal)
BOX 130 THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS 4901 WEST IRVING PARK ROAD CHICAGO, ILLINOIS 60641	(Seal) -Borrower (Sign Original Only)

MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3140 12/83

## **UNOFFICIAL COPY**

Property of Coot County Clert's Office