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LOW #:

MORTGAGE

THIS MORIGAGE ("Security Instrument") is given on JANUARY 28, 1988. MAYNARD B. RUSSELL, AND LESLEY SUE RUSSELL, His Wife

The mortgagor is

\$17.00

("Borrower"). This Security Instrument is given to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

which is organized and existing under the laws of the United States of America

, and shose address is

33 NORTH LASALLE CHICAGO, "LINOIS 60690 ATTN: RESIDENTIAL REAL ESTATE

("Lender").

Borrower owes Lender the principal sum of EIGHTY THOUSAND AND 00/100 DOLLARS

(U.S.S*****80,000.00). This debt (S. videnced by Sorrower'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 FEBRUARY 1, 2003.

This Security Instrument secures to Leiderica) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the perioria ce of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgar, grant and convey to Lender the following described property located in ECOK County, Illinois:

SEE LEGAL DISCRIPTION ATTACHED HE ETO AND MADE A PART OF.

County Clay The Mortgagor consents and warrants that it will take all the steps necessary to comply with the provision of the Flood Disaster Protection Act of 1973 as amended and that, if required by the Mortgagee, the Mortgager will cause the real estate which is the subject matter of this mortgage to be insured pursuant to the provision of this /ct. Tax !dentification: 17-10-401-005-1675 which has the address of 155 HARBOR DRIVE #5003, CHICAGO, Illimois 60601.

IOGETHER 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 amy 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.

PAGE 3 OF 5 ILLINOIS - SINGLE FAMILY - FNMA/FHLHC UNIFORM INSTRUMENT - FORM 3014 - 12/83

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EDHIBIT "A"

PARCEL 1:

USIT 15003 IN HARBOR DRIVE CONDOMINION AS DELINEATED ON SURVEY OF THE SURVEY PLAT OF THAT CERTAIN PARCEL OF REAL ESTATE (HERRINAFTER CALLED PARCEL):

LOTS I AND I IN BLOCK I IN HARBOR POINT UNIT NO. 1. BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST AND ADJOINING TEAT PART OF THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, COMMSELP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN INCLUDED WITHIN FORT DYARBORN ADDITION TO CRICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL NEGIDIAN TOGETHER WITH ALL OF THE LAND, PROPERTY AND SPACE OCCUPIED BY THOSE PARTS OF BELL, CAISSON, CAISSON CAP AND COURSE LOTS 1-"A", 1-"3", 1-'C', 2-'A', 2-'B', 2-'C', 3-'A', 3-'B', 3-'C', 4-'A', 4-'B', 4-'C', 5-'A', 5-'8', 5-'C', 6-'A', 6-'8', 6-'C', 7-'A', 7-'8', 7-'C', 8-'A', 8-'B', 4-'C', 6-'A', 9-'8', 9-'C', H-LA AND MA-LA OF THE PARTS THEREOF. AS SAID LOTS ARE OF JOTED. ENDERATED AND DEFINED ON SAID PLAT OF EARBOR POINT UNIT MIL 1. FALLING MITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD AND INSPIRAD OF SAID LOT 1 TH BLOCK 2 APORESAID, AND LYING ABOVE THE UPPER SURVICE OF THE LAND, PROPERTY AND SPACE TO BE DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR UTILITY PURPOSES, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDONINION CHREASHIP AND OF EASEMENTS, COVENANTS AND BY LAWS FOR THE 155 BARBOR DRIVE CONDICATION ASSOCIATION HADE BY (BILATO TITLE AND TITLE COMPANY, A CORPORATION OF ILLINOIS. AS TRUSTER UNDER TRUST NO. 28912 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 22935653 (SAID DECLARATION EAVING BEEN IMPROPED BY LST AMERICANT TREATED RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCTIONE 22935654 TOGETHER WITH I'S INDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING TWO SAID PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL OF THE UNIT; THEFFOR AS DEFINED AND SET FORTE IN SAID DECLARATION, AS AMENDED AS AFOR ASAI), AND SURVEY) IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALGO

EASEMENTS OF ACCESS FOR THE BENEFIT OF PARCEL 1 AFGREDESCRIBED INCOME, OVER AND ACROSS LOT 3 IN BLOCK 2 OF SAID HARBOR POINT UNIT 1.

ESTABLISHED PURSUANT TO ARTICLE 111 OF DECLARATION COVENANTS.

CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR THE BARBOR POINT PROLERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY A CORPORATION OF ILLINOIS, AS TRUSTED UNDER TRUST NO. 53912 AND UNDER TRUST NO. 53910 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22935651 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY A CORPORATION OF ILLINOIS, TO GEORGE W. GARDNER AND JOLENE L. GARDNER, HIS WIFE RECORDED OCTOBER 21, 1975 AS DOCUMENT 21661050

ALSO

PARCEL 3:

PARENTS OF SUPPORT FOR THE BENEFIT OF PARCEL 1 AFOREDESCRIBED AS SET FORTH IN RESERVATION AND GRANT OF RECIPROCAL EXSEMENTS AS SEGMN ON PLAT OF HARBOR POINT UNIT 1, AFORESAID AND AS SUPPLEMENTED BY THE PROVISIONS OF ARTICLE III OF OPECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EXSENENTS FOR THE HARBOR POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 58910 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22935551 (SAID OPECLARATION HAVING BEEN AMENDED BY 1ST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 2393562) ALL IN COOK COUNTY, ILLINOIS AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY A CORPORATION OF ILLINOIS TO GEORGE M. GARDNER AND JOLENE L. GARDNER, HIS WIFE RECORDED OCTOBER 21, 1976 AS DOCUMENT 23681050 IN COOK COUNTY, ILLINOIS.

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क्षार १ तसक र १५ वस्तर १ देश वस्तर में लिया जाता हुए। है। वस्तर्भ के प्रवराहर १९ ations during their particular our test octus seven ear to the to comes armos ar arabament the morphis are brained as are the respectively. रहारूपारः राज्यत्र सावस्यार वेद्यार्थामा असंस्थान्त्रसं प्रस्तुरस्यकृतं वर्षायां व्यक्तं वर्षा वर्षा राज्याः ह A CONTROL OF CHEMANDS PROPER THE WORLD OF THE SOUTH WEST TOROGODING S. S. the period (at american transfer of bear of the self and the companies of nterenan incretara aria esc en circamen, eximente cot, suscificarios en 5000 pg त्रहरूत । एका नहें बर्चार्व वेष्ट्रपाराष्ट्र राज्य रक्षा बर्दाधावक अवस्थाता । एक्स १० वर्षा १० वर्षा १० वर्षा ्र क्रम्पन्नम् अनुसन्दर्भ अपने । अक्षेत्रपुरः अस्ति नद्य अस्तिन्द्रः अस्ति नद्रः अस्ति नद्रः अस्ति स्वर्णनायः करिए होत्यार प्रदेशको कार्य पान मेकनको नार्य करनेमा राज्यानी प्रकारन रहिरामक राज्यानिक राज्यानिक । THE LEADER GENERAL REPORTS OF THE CONTROL OF THE SECRET PROPERTY OF THE SECRET PROPERTY. हर भी समस्य प्रमेश कार्यकार कार्य । स्थानम क्रियो प्रमाण कार्यकार कार्य कार्य प्रमाण स्थानम concept the assessed in the city of anomal for application for ATEREPROPRIO NOTE PROCESSO TO POSITIVALED AND OUR GOODWAY TO FINAL ROADS ties, a coordina diviently for ex-like his tie is to them from observed the respective that he carried activates which contains a वारमध्यमध्यात वार वार्याचे होता है। वार्याचे वार्याचे वार्याचे वार्याचे विवास वार्याचे वार्या nadales de leterales escribe donc el natropolidad de aprese aux thistories for the transfer which thinks were public order forcests treate abus no peans in accessed the no estimate has been and the granding of the contract for the following rest is a contract of the contract en ere i mais al es mois delegantes agus es como antes antes en en esta en nergende de pronteur derby dur, yn die omdrenner binde ekke diandeg end हर्नेष्ठः वेद्धानुष्टानगरहरू राम् विकासन् विकास वेद्धानगरम् । कुद्धानगरम् । कुद्धानगरहरू । अस्य समानवहरू a cook country, transportions in

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Uniform Governants. Borrower and Lender covenant and agree as follows:

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 runds 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 Sorrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the control 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 sure scrured by this Security Instrument, Lender shall promptly refund to Sorrower 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 Payments. 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 lote; 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, absorrments, charges, fines and impositions attributable to the Property which way attain priority over this Security Instrument, and less and 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 a'll notices of amounts to be paid under this paragraph. If Secretar makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Sorrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner occeptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which it has Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c)secure; from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. It Cender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender Lay give Sorrower 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 improvements now existing or hereafter errored on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which tender 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 martgrige clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower 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 of chear 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 surple secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Sorrower 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.

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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 Borrrower 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 attorney's 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.

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. Condennation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condennation or other taking of any part of the property, or for conveyance in lieu of condennation, 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 excers vaid 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 i, a ter notice by Lender to Borrower that the condemor 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 torum, 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, ary application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Maive. Fittension 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 successor; 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.

II. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, Affect to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and on, by that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the turns secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbidar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Sorrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets moving loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in correction with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refuned to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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- 15. Governing Law; Severability. This Security Instrument shall be governed by foderal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Sorrower 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 said 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 stms 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 say 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 Sorrower: (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 attorney's 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 Dorrower'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.

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

- 19. Acceleration; Remedies. Lender shall give ratio; to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but and 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, or 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 reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured or or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this socurity Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be antitled 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 Possessian. Upon acceleration under paragraph 19 or abandoment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agant or by judicially 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 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 attorney's fees, and then to the sums secured by this Security Instrument.
- 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release into Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.
- 23. Riders to this Security Instrument. If one or more riders are executed by Berrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplicable box(es); and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

ſ	1	Adjustable Rate Rider	ťΧ	I	Condominium Rider	C	3	2-4 Family Rider
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Mayn	MB. Musileseal;	LESTEY SUE MUSSELL (Scal) LESTEY SUE JUSSELL BORTOWER
	(Seal)	(Scal)
-	Borrower	Borrower
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STATE OF ILLI	NOTS /	County ss:
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	tify that MAYNARD B. RUS(EL). AND LESLEY SUE	
o nereby cer	tily that MAINARD B. RUSIELE, AND LESTER SOE	RUSSELL, / Cos Winfield
	, personally known to me to be the	e same person (s) whose name (s)
ubscribed to	the foregoing instrument, appeared before me	this day in person, and acknowledged thatthe y
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iduka ser oci	ivered the said instrument as	free and voluntary act, for the uses and purposes therein
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Given und	der my hand and official seal, this	Th 4,00 Junion 1985
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	my commission supressing	Notary Put (i):
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CITY	Chicago, Illinois 60590	X 155 HARSOR DRIVE #5003 X CHICAGO, IL. 60601
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	X	X This Instrument Was Prepared Sy
	X Attn: EVELYN M. FOWLER	EVELTH H. FOWLER
INSTRUCTION		XXX - AMERICAN NATIONAL BANK & IRUSI COMPANY OF CHICGO 33 North LaSalle Street
		Chicago, Illinois 60690°

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TAUSTOR

CONDOMINIUM RIDER

This Condominium Rider is made this 28TH day of JANUARY, 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 AMERICAN MATICHAL BANK AND TRUST COMPANY OF CHICAGO. of the same date and covering the Property described in the Security Instrument and located at:

155 HARBOR DRIVE #5003, CHICAGO, IL

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

HARSON DRIVE COMPONIATION

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

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

- (A) Condominium Obligations. Sorrower shall perform all of Sorrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Comments" 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. Sorrower shall promptly pay, when due, all dues and assessments imposed pursuant to the constituent Documents.
- (B) Hazard Insurance. So long at the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Proper y: and
- (ii) Borrower's obligation under Uniform Coverage 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 Bo rower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Sorrower.

- (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) Condennation. The proceeds of any award or claim for damages, direct of consequential, payable to Borrower in connection with any condennation 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 condennation, are hereby assigned and shall be paid to Lender Such proceeds shall be applied by tender 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 capress benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owner. 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 does and assessments when due, then Lender may pay them. In 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 of the 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-17-10-401-005-1675

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