88046624

LOAN NUMBER 09-58-71675 [Space Above This Line For Recording Oats]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 29 DAREL J. SIEGEL A BACHELOR The mortgagor is

SEARS MORTGAGE CORPORATION ("Borrower") This security Instrument is given to

which is organized and etasting under the laws of THE STATE OF OHIO

, and whose address is

300 KNIGHTSBRIDGE PARKWAY #500 LINCOLNSHIRE, ILLINOIS 60069

("Lender").

SIXTY NINE THOUSAND SIX HUNDRED DOLLARS AND NO/100 Borrower owes Lender the principal sum of

Dollars (U.S. \$ 69,600.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1. 2018

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 Bor cover's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby moriginge, grant and convey to Lender the following described property

located in COOK County, Illinois:

UNIT NO. 308 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 88 TO 92 INCLUSIVE, AND THE SOUTH 6 FIET OF LOT 93 IN SUBDIV-ISION OF THE EAST 1/2 OF BLOCK 9 IN KANAKKAMACET ENTRYSTEENT CANAL TRUSTEE'S SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, BASY OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTED UNDER TRUST AGREEMENT DATED JULY 30, 1977 KNOWN AS TRUST NUMBER 226-1 RECORDED AS DOCUMENT NUMBER 24 256 265 AND AS AMENDED BY DOCUMENT 74 736 631 RECORDED NOVEMBER 27, 1978, TOGETHER WITH UNDIVIDED PERCAN AGE INTEREST IN THE COMMON ELEMENTS (EXCEPTING THEREFROM ALL TIE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF) AS SET FORTH IN SAID DECLARATION, AND TOGETHER WITH EXCLUSIVE EASEMENT TO USY PARKING SPACE NUMBER 32 SET FORTH IN SAID DECLARATION AND SURVE!

PERMANENT INDEX NUMBER 14 33 108 038 1019 **VOLUME NUMBER 494**

which has the address of

2230 N. ORCHARD #308

CHICAGO

[Street]

(City)

Illinois

60614

IN COOK COUNTY, ILLINOIS.

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the properly, 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

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.

UNOFFICIAL COPY

Motary Public	SCHAUMBURG, ILLINOIS 60173 SEARS MORTGAGE CORPORATION SEARS MORTGAGE CORPORATION SEARS MORTGAGE ST 200
Willel andrett	My Commission expires: "Mehale Credent MAIL TO: "Mehale Credent PREPARED BY Februs (The Credent Press of The Cred
29th day of January , 1988	Given under my hand and official seal, this
	set torth.
its free and voluntary act, for the uses and purposes therein	d sa delivered the said instrument as
d before me this day in person, and acknowledged that	subscribed to the foregoing instrument, appeare
known to me to be the same person(s) whose name s)	, personally
з рясиеток	do hereby certify that Darel J. Slegel,
, a Motary Public in and to said county and state,	I, Michelle Grockett
County ss:	STATE OF ILLINOIS, COOK
[Space Below This Line For Acknowledgmer.4]	
nawono8-	
(1652)	
(lsa2)	
—Bottower	
(Seal)	
DAREL J. SIRGEL —BOTTOWET	2
and agrees to the terms and covenants contained in this Security er and recorded with it.	BY Signing Below, Borr part accepts instrument and in any rider(s) executed by Porrow
	Other(s) [specify]
anned Unit Development Rider	Graduated 7-3 ment Rider
ondominium Rider	Instrument. [Che.k '.pplicable box(es)] Adjustable #2'e Rider
all right of homestead exemption in the Property. ne or more riders are executed by Borrower and recorded together with nents of each such rider shall be incorporated into and shall amend and is Security Instrument as if the rider(s) were a part of this Security	23. P.o. rs to this Security Instrument. It of this Security 1. strument, the covenants and agreements of this supplement the covenants and agreements of this
	Instrument without charge to Borrower. Borrower
on under paragraph 19 or abandonment of the Property and at any time on following judicial sale, Lender (in person, by agent or by judicially, take possession of and manage the Property and to collect the rents of ollected by Lender or the receiver shall be applied first to payment of the on of rents, including, but not limited to, receiver's fees, premiums on a then to the sums secured by this Security Instrument.	prior to the expiration of any period of redemptic appointed receiver) shall be entitled to enter upon, the Property including those past due. Any rents et costs of management of the Property and collectic receiver's bonds and reasonable attorneys' fees, and receiver's bonds and reasonable attorneys' fees, and
give notice to Borrower prior to acceleration following Borrower's lty Instrument (but not prior to acceleration under paragraphs 13 and 17 otice ahall specify; (a) the default; (b) the action required to cure the late the notice is given to Borrower, by which the default must be cured; ethe date specified in the notice may result in acceleration of the sums by judicial proceeding and sale of the Property. The notice shall further celeration and the right to assert in the foreclosure proceeding the non-rower to acceleration and foreclosure. If the default is not cured on or trower to acceleration and foreclosure. If the default is not cured on or day foreclosure immediate payment in full of all sums secured by d and may foreclose this Security Instrument by judicial proceeding.	breach of any covenant or agreement in this Securi unless applicable law provides otherwise). The m default; (c) a date, not less than 30 days from the d and (d) that failure to cure the default on or before secured by this Security Instrument, foreclosure b inform Borrower of the right to reinstate after acc existence of a default or any other defense of Bor before the date specified in the notice, Lender at it this Security Instrument without further demand Lender shall be entitled to collect all expenses inci

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

COVENANTS BOTTOWER and Lender covenant and agree as repower.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 5 4 4.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

Upon paymen, in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Let de. 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 Paystents. 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 purment. 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 lin hich has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secure 1 by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien 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 tak to be or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended correrage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower's bject 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, Fortower 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 or applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's society 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's the 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.

"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."

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by cocurried, (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this forcement.

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

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

sederal law as of the date of this Security Instrument.

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

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.

18. If all or any part of the Property or an analysis in Borrower is sold or transferred on Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred in full of all surestances) without it or the property of the borrower is natural in full of all surestances.

Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the 15. Governing Law; Severability. This Security Instrument shall be governed by federal 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 Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote

in this paragraph. first class mail to Lender's address stated herein or any other address Lender designates on notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided Property Address or any other address Borrower designates by notice to Lender. Any other to Lender shall be given by

14. Notices. Any notice to Borrower provided for in this Security Inst. u.ne rt shall be given by delivering it or by mist class mail unless applicable law requires use of another method. The notice shall be directed to the Paragraph 17

13. Legislation Affecting Leader's Rights. If enactment of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforces 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 by paragraph 19, If Lender exercises this option, Lender shall tike it is steps specified in the second paragraph of

If enactment or expiration of applicable laws has the effect of partial prepayment without any prepayment charge under the Note. 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 of loose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a

12. Loan Charges. If the loan secured by of a Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted so that interpreted so that it is any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount

that Borrower's consent. 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

Instrument but does not execute the Property under the terms of this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property under 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 preciud. The exercise of any right or remedy.

11. Successors and Assigns dound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and length the successors and assigns of Lender and Borrower, subject to the provisions

by the original Borrower or Porrower's successors in interest. Any forbestance by Lender in exercising any right or remedy

Lender shall not be equited to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify a nortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrower's fall not operate to release the hability of the original Borrower or Borrower's successors in interest.

postpone the diedate of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrowe Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of 20.00 areas as a secured by this Security Instrument granted by Lender to any successor in modification of 20.00 areas as a secured by this Security Instrument granted by Lender to any successor in modification of 20.00 areas and 20.00 areas and 20.00 areas and 20.00 areas areas and 20.00 areas and 20.00 areas areas and 20.00 areas areas and 20.00 areas area Unless You der 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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is

paid to Borrower.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by

assigned and shall be paid to Lender. insurance terminates in accordance with Bortower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent has been as a first 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 tward or claim for damages, direct or consequential, in connection with any condemnation of eather taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby sequenced and shall be proceed any part of the Property, or for conveyance in lieu of condemnation, are hereby sequenced.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

THIS CONDOMINIUM RIDER is made this

JANUARY

88

. 19 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 SEARS MORTGAGE CORPORATION AN OHIO CORPORATION (the

(the "Lender")

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

2230 N ORCHARD#308 CHICAGO, ILLINOIS 60614 [Property Address]

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

2230 N. ORCHARD CONDOMINIUM ASSOCIATION

[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.

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, 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 Condomi num Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when thee, 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" prairy 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 bazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prome, notice of any lapse in required hazard insurance coverage.

In the event of a distribution of haz' rd) is urance 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 secure d by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance polic, acce, table 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 o 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 Lender. Such proceeds shall be applied by Lender to the sums secured by the Security lastrument 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 Condominian Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:
 - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of
 - (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 Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear into est from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrowar requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominian Rider.

ತರ್ವಿಷಣ್ಣಾಗಿತ್ತ ಬಿಡುಗಿದ್ದು ಭಾರತ **わごクラウの**一般の一角 近年 3292年 00:90:51 99/10/30 6433 0981 33574 28884 L 9441085 10-14Z4

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

Form 3140 12/83

Lender:

or

UNOFFICIAL COPY

Property of Cook County Clark's Office