

# UNOFFICIAL COPY

88058363

THIS INSTRUMENT WAS PREPARED BY: LYNN BAUTISTA  
One North Dearborn Street  
Chicago, Illinois 60602

CITICORP SAVINGS\*

## MORTGAGE

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

LOAN NUMBER: 000978478

THIS MORTGAGE ("Security Instrument") is given on **February 2**  
1988 . The mortgagor is (FERLE J TERRY, DIVORCED AND NOT RE-MARRIED

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes Lender the principal sum of **THIRTY TWO THOUSAND AND 00/100** —————

Dollars(U.S.\$32,000.00) ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **March 1, 2018**

This Security Instrument secures to Lender: (a) 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 performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

I.D. #17-04-222-062-1113

which has the address of

1255 N SANDBURG TERRACE #705-E

CHICAGO

Illinois 60610

[Street]

[City]

("Property Address");

(Zip Code)

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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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RECORDED IN THE CHICAGO LAND CLEARANCE COMMISSION NUMBER THREE  
REGISTRATION NUMBER 25267212

RECORDED ON FEBRUARY 11, 1988

EXCEDED BY CONDOMINIUM DOCUMENT

EXCEDED BY CONDOMINIUM DOCUMENT

SEE ATTACHED RIDER\*\*

Unit No. 705 E in Elict House Condominium as delineated on a survey of Lot 15 (except the North 48.30 feet of the West 180.00 feet thereof) and except that part of the South 92.27 feet of the West 137.805 feet of said lot lying above elevation +18.50 feet, City Datum, in Chicago Land Clearance Commission Number Three, being a consolidation of Lots and parts of Lots and vacated alleys in Bronson's Addition to Chicago and certain resubdivisions, all in the Northeast 1/4 of Section 4, Township 39 North, Range 4 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 25267212 and registered as Document No. LR 3134592 together with its undivided percentage interest in the common elements.

I.D. #17-04-222-062-1113 *[Signature]*

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

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

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 11<sup>th</sup> DAY OF FEBRUARY, 1988 A.D..

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Any amounts due and payable 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, those amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower, regardless of pyramidal.

7. Protection of Leader's Right in the Property: Before taking possession, if Borrower fails to perform the conditions and arrangements contained in the Security instrument or there is a legal proceeding that may significantly affect Landlord's rights in the property, Landlord may take repossession.

6. **Termination and Dispute Resolution of Property:** lessee shall, Barrowever shall not destroy, damage or sublease in any manner any property, equipment, fixtures, leasehold, or other property held by Barrowever under this Agreement. If this Agreement is terminated by either party, Barrowever shall have the right to require the lessee to return all property held by Barrowever under this Agreement in as good condition as when received, ordinary wear and tear excepted.

Unless Lesander and Bonner otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments if under payment of the debt in full by Lesander, Bonner's right to any insurance policies and proceeds resulting from death to the beneficiary prior to the acquisition shall pass to Lesander to the extent of the sums secured by this Security Interest until paid in full to the beneficiary.

Unless Landlord and lessee otherwise specify in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is reasonably necessary and Landlord's security is not lessened. If the restoration or repair is not economically feasible or Landlord's security would be lessened, the insurance proceeds shall be applied to the sums necessary to repair or replace it, less deductible, less premium, less co-insurance, less attorney fees and other expenses of the insurance company. Landlord may use the proceeds to repair or restore the property or to pay sums secured by the lessee under the instrument proceedings. Landlord may use the proceeds to repair or restore the property or to pay sums secured by the lessee under the instrument proceedings. Landlord may use the proceeds to repair or restore the property or to pay sums secured by the lessee under the instrument proceedings.

many make proof of loss if not made promptly by Borrower.

1 and 2 shall be applied to the changes due under the Note; second, to principal amount changes due under the Note if it is paid off before the maturity date; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to unpaid principal due.

Upon being given in full of all sums received by this Security Lender its principal sum and any interest or other charges due under this Security Agreement, Lender shall pay over to the Lessor all payments received by Lender under this Security Agreement.

The Fund's assets shall be such as to provide for its debts and expenses and to meet in the first instance the expenses of administration of the Fund and the expenses of winding up the Fund.

**Z. Funds for Taxes and Liabilities.** Subject to applicable law or to a written waiver by Landlord, 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

1. Purpose of financial and literary Propaganda and Late Chhatri: Borrower shall propagate by word when due the sum under the Note.

**UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:**

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*Journal of Health Politics, Policy and Law*, Vol. 32, No. 4, December 2007  
DOI 10.1215/03616878-32-4 © 2007 by The University of Chicago Press

the following year. The first meeting was held at the home of Mr. W. H. Smith, who had been a member of the Society since its organization.

Property

• The following table summarizes the results of the study. The first column lists the variables, the second column lists the sample size, the third column lists the mean, and the fourth column lists the standard deviation.

County Clerk

Consequently, the main purpose of this study was to examine the relationship between the level of self-esteem and the level of self-efficacy of students in the field of English.

The first step in the process of creating a new culture is to identify the values and beliefs that underlie the current culture. This involves examining the way things are done, the way people interact, and the way decisions are made. It also involves identifying the strengths and weaknesses of the current culture, as well as the opportunities and challenges it presents. Once these factors have been identified, it is possible to begin to develop a new set of values and beliefs that will guide the organization's future direction.

the first time, the author has been able to study the effects of the different treatments on the same plant material. The results obtained from the two experiments are discussed in detail.

10. The following table shows the number of hours worked by each employee in a company.

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Loan Number: 000978478

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. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to 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 excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the 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 Waiver.** Extension 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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify 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 shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants 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 convey the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation, with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that the interest or other loan charges collected or to be collected in connection 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 refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument 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 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.

**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 Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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 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 condition, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had not 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 Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the paragraphs 13 or 17.

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Loan Number: 000978478

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

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not 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, by 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. 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 to the expiration of any period of redemption following judicial sale, Lender (in person, by agent 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 attorneys' 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 this 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 Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Other(s) [specify]

- Condominium Rider  
 Planned Unit Development Rider

- 2-4 Family Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Ferle J. Terry

FERLE J TERRY

-Borrower

-Borrower

-Borrower

-Borrower

STATE OF ILLINOIS,

Cook

County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that FERLE J TERRY, DIVORCED AND NOT RE-MARRIED

personally known to me to be the same Person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Givon under my hand and affixed seal, this 2nd day of February, 1988

My Commission expires 8/10/88

"OFFICIAL SEAL"  
Michelle Thomas  
Notary Public, State of Illinois  
My Commission Expires 8/10/88

Michelle Thomas

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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BOX #165

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

Case No.

# UNOFFICIAL COPY

## CONDOMINIUM RIDER

63 0 0 3 3 6 8  
**CITICORP SAVINGS®**

Loan Number: 000978478

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

THIS CONDOMINIUM RIDER is made this **2nd** day of **February**, 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 Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1255 N SANDBURG TERRACE #705-E, CHICAGO, IL 60610  
(Property Address)

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

**ELIOT HOUSE CONDOMINIUM**

(Name of Condominium Project)

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

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**CONDODINIUM 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 Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the 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 Property; and

(ii) Borrower's obligation under Uniform covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapses in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of 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 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 to the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then 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 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.

*Ferle J. Terry*  
FERLE J. TERRY

-Borrower

-Borrower

-Borrower

-Borrower

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## BOMBER PROBLEMS

THE JOURNAL OF

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0.0306, 0.115, 0.309\% 为最佳浓度, 其他浓度下均无明显抑制作用。

fewer students in each class, however, did not receive individualized instruction.

**£9385088**

County Clerk

TRAILER TRAIN #447 03/08/98 15-003 COOK COUNTY RECORDER

Off

After the first year of the program, the average annual increase in the number of patients seen per physician was 10.5%.

For more information about the study, please contact Dr. Michael J. Koenig at (314) 362-3222 or via e-mail at [koenig@dfci.harvard.edu](mailto:koenig@dfci.harvard.edu).

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**TRI-DEL**

WILMINGTON, DE 19803  
3600 N. KING ST.  
P.O. BOX 1400

IN 1979  
ISAR-FEB-12

HARRY IBUSI YOURELL  
REGISTRAR DE TITLES  
LICEN

DATE  
JULY 1968

PLI  
AL  
GIS  
86438

RCO

WHARFATION

**INTERSTATE** **E**

TRUSTEE'S DUPLICATE	
ORIGINAL	
FILED WITH REGISTRAR	
DELIVER TO	
WHITE	

3686433

1968-FED-8 PH 3:08  
HARRY (BUSI) YOUNELL  
REGISTRAR OF TITLES

HARRY (BUS) YOUNELL  
REGISTRAR OF TITLES

IN DUPLICATE  
OCT 1969