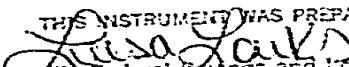


# UNOFFICIAL COPY

310155

88226527

THIS INSTRUMENT WAS PREPARED BY

  
Libertyville Federal Savings and Loan Association  
354 NORTH MILWAUKEE AVENUE  
LIBERTYVILLE, ILLINOIS 60040

[Space Above This Line For Recording Data]

Loan # 0110088883

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 19,  
1988. The mortgagor is JOHN V KOVALCIK AND GERALDINE M KOVALCIK, HIS WIFE  
("Borrower"). This Security Instrument is given to  
LIBERTYVILLE FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing  
under the laws of the United States of America, and whose address is 354 North Milwaukee Avenue, Libertyville, Illinois 60048 ("Lender").  
Borrower owes Lender the principal sum of Forty-Two Thousand and No/100  
Dollars (U.S. \$ 42,000.00). 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 June 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:

PARCEL 1: UNIT NUMBER 101, IN MORRIDGE POINT CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:  
LOT "A" (EXCEPT THE NORTH 703 FEET THEREOF AND EXCEPT STREETS) IN VOLK BROTHERS FIRST ADDITION TO MONTROSE AND OAK PARK AVENUE SUBDIVISION IN THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE WEST 1548.80 FEET (EXCEPT THE NORTH 1430.40 FEET THEREOF) OF THE SOUTHWEST FRACTIONAL 1/4, NORTH OF INDIAN BOUNDARY LINE OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO DECLARATION OF CONDOMINIUM MADE BY RAY VENTURE, LTD., A CORPORATION OF ILLINOIS AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 25 169 891, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.  
PARCEL 2: THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-36, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

PIN# 13-18-319-038-1001 VOLUME 137

DEPT-A-1 RECORDING \$15.00  
T#2222 13-18-319 05/26/88 12:00:00  
#1625 4 B 9-88-224527  
COOK COUNTY RECORDER

88226527

which has the address of 6950 W FOREST PRESERVE DR UNIT 101, MORRIDGE,  
Illinois 60634 [Street] [City]  
[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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 use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



# UNOFFICIAL COPY

2471  
This instrument was prepared by  
[Redacted]

(Seal)

19 88

Within my hand and official seal this day of May 1988.

(ch. ch. they)

executed said instrument for the purpose and uses herein set forth.

(his, her, their)

have executed same, and acknowledge said instrument to be **John V. Kovalcik**, being informed of the contents of the foregoing instruments, before me and is **John V. Kovalcik**, Notary Public in and for said county and state, do hereby certify that

John V. Kovalcik, Notary Public

COUNTY OF Cook ss:  
STATE OF IllinoisInstrument and in any rider(s) executed by Borrower and recorded with this Security  
Instrument, if so done, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement [Check applicable boxes] Borrower's [Signature] (Seal)By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
Instrument and agrees to pay all right of homestead exemption in the Property.22. Waiver of Homestead Charge to Borrower. Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement [Check applicable boxes] Borrower's [Signature] (Seal)24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement [Check applicable boxes] Borrower's [Signature] (Seal)25. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security  
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 receive all rents, income or other amounts on or from the property  
apportioned to the receiver prior to the date of sale, less expenses of collection and attorney fees, premium on  
costs of management including those past due, any rents collected by Lender or the receiver shall be applied first to payment of the property taxes, insurance, premiums on policies of insurance, attorney fees, premium on  
costs of management of the property and collection of rents, including, but not limited to, collection of the  
expenses and reasonable attorney fees, and then to the sums secured by this Security instrument.26. 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 receive all rents, income or other amounts on or from the property  
apportioned to the receiver prior to the date of sale, less expenses of collection and attorney fees, premium on  
costs of management including those past due, any rents collected by Lender or the receiver shall be applied first to payment of the property taxes, insurance, premiums on policies of insurance, attorney fees, premium on  
costs of management of the property and collection of rents, including, but not limited to, collection of the  
expenses and reasonable attorney fees, and then to the sums secured by this Security instrument.27. Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
any other expenses incurred in the enforcement of this Security instrument by judicial proceeding.28. Acceleration. Lender shall have the right to accelerate the date of the note if the note is not cured  
and fails to cure the deficiency within 30 days from the date the notice is given to Borrower, by which time the deficiency  
and default (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the deficiency must be cured;unless acceleration law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the  
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  
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).

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

# UNOFFICIAL COPY

527  
UNIFORM COVENANTS, 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 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 payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the 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 Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the 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 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 erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, 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 or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the 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.

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.

# UNOFFICIAL COPY

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as to no acceleration by Borrower until he has paid the sum secured by this Security Instrument. Upon remittance by Borrower to pay the fine of this Security Instrument, Lender's rights in the Property and Borrower's security interest in instruments, including, but not limited to, leaseable fixtures, fees, and (d) takes such action as Lender may require to assure that the fine of this Security Instrument, Lender's rights in the Property and Borrower's security interest in instruments, including, but not limited to, leaseable fixtures, fees, and (c) pays all expenses incurred in enforcing this Security Instrument, or (b) causes any default of any other covenant or agreement to resume effect. (a) pays the due date for payment of a judgment holding this Security Instrument and the Note had no acceleration by Borrower, and (d) takes such action as Lender may require to the fine of this Security Instrument, Lender's rights in the Property and Borrower's security interest in instruments, including, but not limited to, leaseable fixtures, fees, and (e) pays all costs incurred in this Security Instrument, or (f) before sale of the Note power of sale contained in this Security Instrument is exercised by Borrower to the fine of this Security Instrument.

18. Borrower's Right to Remit. If Borrower makes certain conditions set forth in this Security Instrument discontinue, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Lender exercises this option, Lender shall pay all sums secured by this Security Instrument prior to the expiration of this period. Lender may invoke any note less than 30 days from the date the notice is delivered 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.

20. General law as of the date of this Security Instrument. If Borrower notices or receives notice of acceleration by any lender exercising this option, Lender may invoke any note less than 30 days from the date the notice is delivered within which Borrower must pay all sums secured by this Security Instrument prior to the expiration of this period.

21. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property is sold or transferred for a beneficial interest in Borrower, it is sold or transferred and Borrower is not a natural person without Lender's prior written consent (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) it is sold or transferred for a Beneficial Interest in Borrower. Any notice given by Lender to all sums secured by this Security Instrument, however, this option shall not be affected by any transfer of the Property or any beneficial interest in Borrower.

22. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument in which the Property is located. In the event that any provision of this Security instrument or the Note contradicts in whole or in part a provision of this Security instrument or the cause of this Security instrument or the Note is severable.

23. Governing Law; Severability. This Security Instrument shall be governed by federal law and the Note is governed by state law applicable unless otherwise agreed between the parties hereto.

24. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery of a copy of this paragraph.

25. Miscellaneous. (a) Application of applicable laws has been given to Borrower of, after which can be given effect without the configuration provisions. To this end the provisions of this Security instrument and the Note can be given effect in full of all sums secured by this Security instrument or the Note of note contained in this Security instrument.

26. Lender's Right to Foreclose. If Lender exercises his option, Lender shall take the steps specified in the second paragraph of paragraph 19. If Lender exercises his option, Lender shall make an effort to pay all sums secured by this Security instrument or the Note in full of all sums secured by this Security instrument or the Note in full of all sums secured by this Security instrument.

27. Waiver of Applicable Laws. If the loan is finally implemented so that it is interest or other loan charge collected or to be collected in installments and the loan charge is given by delivery of a copy of this paragraph.

28. Waiver of Non-Waiver. If the loan is finally implemented so that it is interest or other loan charge collected or to be collected in installments and the loan charge is given by delivery of a copy of this paragraph.

29. Waiver of Non-Waiver. If the loan is finally implemented so that it is interest or other loan charge collected or to be collected in installments and the loan charge is given by delivery of a copy of this paragraph.

30. Waiver of Non-Waiver. If the loan is finally implemented so that it is interest or other loan charge collected or to be collected in installments and the loan charge is given by delivery of a copy of this paragraph.

31. Successors and Assigns. The covenants and agreements of Borrower or Lender, the exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be waived, joint and several liability of any kind arising from this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

32. Successors and Assigns. The exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

33. Successors and Assigns. The exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

34. Successors and Assigns. The exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

35. Successors and Assigns. The exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

36. Successors and Assigns. The exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

37. Successors and Assigns. The exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

38. Successors and Assigns. The exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

39. Successors and Assigns. The exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

40. Successors and Assigns. The exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

41. Successors and Assigns. The exercise of any right or remedy by the original Borrower or Lender or any other party under this Note, shall not be modified, or otherwise modified to collect additional sums from Borrower or Lender, except as provided in this Note.

# UNOFFICIAL COPY

CONDOMINIUM RIDER 527

Loan # 0110088883

THIS CONDOMINIUM RIDER is made this 19th day of July, 1986, 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 Libertyville Federal Savings and Loan Assn. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 6950 W FOREST PRESERVE DR UNIT 101 NORRIDGE, IL 60634 (Property Address)

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

## NORRIDGE POINT 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.

**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 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 lapse in required hazard insurance coverage.

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

**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 for the express benefit of Lender;

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

(iv) any action which would have the effect of rendering the public liability insurance 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 requiring payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

  
JOHN V KOVALCIK \_\_\_\_\_ (Seal)  
Borrower

  
GERALDINE M. KOVALCIK \_\_\_\_\_ (Seal)  
Borrower

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

882226527