88302957

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LENDER'S | 09-58-13692

MORTGAGE

THIS MORTGAGE ("Socurity Instrument") is given on JULY 8

. The rioritagor is LAURA L. KELLER, A SPINSTER AND KENNETH R MERTEN, A BACHELOR 1988

("Borrower"), This Socurity Instrument is given to

SEARS MORTGAGE COPPURATION under the laws of TRE STATE OF OHIO

, which is organized and existing , and whose address is

300 KNIGHTSBRIDGE PAIKEAY SUITE 500, LINCOLNSHIRE, ILLINOIS 60089
Borrowerowes Londor the principal sum of SEVENTY-ONE THOUSAND SEVEN HUNDRED AND 00/100------

("Londor").

------), This dobt is evidenced by Borrower's note dated the same date as this Scourity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable calculus 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 olders sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants 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 1-26-49-R-D-2 TOGETHER WITH ITS UNDIVIDED PER-CENTAGE INTEREST IN THE COMMON ELEMENTS IN LEXINGTON COMMONS COACHHOUSE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DE-CLARATION RECORDED AS DOCUMENT NUMBER 24 759 029, AS AMENDED FROM TIME TO TIME IN THE WEST 1/2 CF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO GARAGE UNIT 9-1-26-49-R-D-2 AS DEFINED AND SET FORTH IN THE DECLARATION CAS OFFICE RECORDED AS DOCUMENT NUMBER 24 759 029, AS AMENDED FROM TIME TO TIME.

RIDER ATTACHED TO AND PART OF THIS MORTGAGE DATED JULY 8, 1988.

TAX NO. 03-03-100-054-1540

which has the address of 1132 HAWIHORNE COURT UNIT 1D-2 (511001)

, WHEEL ING

Illinois 60090 ("Proporty Address");

TOGETHER WITH all the improvements now or heroufter erected on the property, and all easements, rights, appurtenances, reals, 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 COVENANT'S that Borrower is inwittly 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 timited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Property of Cook County Clerk's Office

AEBRIOH 1'S ILLINOIS-SINGIO FAMILY-FUMA/FULMC UNIFORM INSTRUMENT

Imited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to meantgage, grant and convey the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the fittle to the Property against all claims and demands, subject to any except seems and demands, subject to any except seems.

TOCETHER WITH all the imprevements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gearights and profits, water rights and stock and all tixtures 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 releated to in this Security instrument as the "Property."

(PPOD diz) ("Proporty Address"); 06009 Illinois

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toperty of County Clerk's Office which has the address of 1132 HAWTHORNE COURT UNIT #0-20

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UNIFORM COVENANTS. Borrower and Londer 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 Londer, 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 promiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrew items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of luture escrew items. current data and reasonable estimates of luture escrew 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 Londor if Londor is such an institution). Londor shall apply the Funds to pay the escrew items. Lender may not charge for holding and applying the Funds, analyzing the account or varifying the escrew 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

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 escrew items, shall exceed the amount required to pay the escrew 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

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 we 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. I' under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the eale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit exain it the sums secured by this Security Instrument.

3. Application of Fayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be upraid: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable vicer paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and lensehold payments or ground rents, if any. Borrower shall pay those 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 awed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under the paragraph. this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

Borrower shall promptly discharge any i'm which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation regured 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 up, part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Londer subordinating the lier to this Security Instrument. If Londer determines that any part of the Property is subject to a lien which may attain priority over this Socurity 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 new existing or hereafter erected on the Property insured against less 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 Londer's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Londor and shell located a standard merigage clause. Londor

All insurance policies and renewals shall be acceptable to Londer and shr., actual a standard merigage chause. Londer shall have the right to hold the policies and renewals. If Londer requires, Born wer shall promptly give to Londer all receipts of paid premiums and renewal notices. In the event of loss, Bornewer shall give prompt notice to the insurance carrier and Londer. Londer may make proof of loss if not made promptly by Bornewer.

Unless Londer and Bornewer etherwise agree in writing, insurance proceeds shall to applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Londer'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. It Berrower abandons the Property, or does not answer within 30 days a notice from Lende, that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the property or to pay sums secured by this Security Instrument, whether or not then due. The 20 may period will begin when the notice is given.

Unless Londor and Borrower otherwise agree in writing, any application of proceeds to principe; shall not extend or postpone the due date of the menthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Londor, Borrower's right to any insurance policies and records resulting from damage to the Property prior to the acquisition shall pass to Londor to the extent of the same secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially the Property of the Property

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 too title to the Property, the leasehold and

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 bankruptey, 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 Socurity Instrument, appearing in court, paying reasonable atterneys' 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 dobt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting navment.

· A CHARGE ASSESSED BY LENGER IN CONNECTION WITH DORROWER'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.

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Il Lander required mortgage insurance as a condition of making the lean secured by this Security Instrument, Decrewer 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.

Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall 8. Inspection.

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

9. Condomnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for conveyance in lieu of condomnation, 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 Londer 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 Londor 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 Londor Not a Waiver. Extension of the time for payment or modification of amount is attorned by the sums secured by the Security Instrument granted by Londor to any successor in interest of Borrower shall not perate to release the liability of the original Borrower or Borrower's successors in interest. Londer shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortication 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 Londer in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.

11. Successors and A...ignes Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londer 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 that

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under he terms of this Security Instrument; (b) is not personally obligated to pay 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 right d to the terms of this Security Instrument or the Note without that

Borrower's consent.

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

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

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 notice. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Londer. Any notice to Londer shall be given by first class mail to Londor's address stated herein or any other address Londor designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Londor 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 this Security Instrument or the Note which can be given affect 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 the occupity 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 Londor's prior written consent, Londor 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 Londor if exercise a prohibited by federal law as of the date of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Reinstate. Il 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 Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument shall entitle of the obligations secured hereby shall remain fully effective as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. shall not apply in the case of acceleration under paragraphs 13 or 17.

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NON-UNIFORM COVENANT'S. Borrower and Londer further covenant and agree as follows:

19. Acceleration; Remedies, Londer shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Socurity Instrument (but not prior to acceleration under paragraphs 13 and trouch of any covenant or agreement in this Society Instrument (out in prior to accoleration under paragraphs is and in unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default of the instrument, by which the default must be cured; and (d) that in liture 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, forcelesure 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 forcelesure of the standard of the sta proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default of bу his

all sums secured by this Security Instrujudicial proceeding. Lender shall be ent paragraph 19, including, but not fimited 20. Lender in Possession. Upon accession of any period of redemption follow be entitled to enter upon, take possession of a Any reats collected by Lender or the received collection of reats, including, but not limited to the sums secured by this Security Instrume 21. Release. Upon payment of all suivithout charge to Berrower. Berrower shall p 22. Waiver of Tomestead, Berrower 23. Riders to this Security Instrument, the covenants and agree covenants and agreements of this Security Instru	iment without further demand and maitled to collect all expenses incurred it to, reasonable atterneys' fees and cost eleration under paragraph 19 or abandonne ving judicial sale, Lender (in person, by ag and manage the Property and to collect the river shall be applied first to payment of to, receiver's loos, premiums on receiver's lont. It is secured by this Socurity Instrument, I may any recordation costs. The valves all right of homestead exemption in ment. If one or more riders are executed beneats of each such rider shall be incorpored.	ent of the Proporty and at any time prior to the cent or by judicially appointed receiver) shall onts of the Proporty including those past due, he costs of management of the Proporty and bonds and reasonable attorneys' fees, and then center shall release this Security Instrument
box(os)] Adjustable Rr e Lider	X Condominium Ridor	2-4 Family Rider
Graduated Paymont Kuler	Planned Unit Development Rider	
Other(s) [specify]		
any rider(s) executed by Berrower and recor	LAURA U. KELLER YENNETH R. MERTEN	Scontained in this Security Instrument and in (Soal) -Borrower (Soal) -Borrower (Soal) -Borrower
STATE OF ILLINOIS,	Cook County	88:
I, the undersigned	·	Public in and for said county and state,
	Keller, A Spinster and Kenno ersonally known to me to be the same po	

t he y subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

sot forth. Given under my hand and official seal, this 8th

day of

My Commission expines:

"OFFICIAL SKAL" Annie Glasper Notary Public, State of Illinois lesion Expires 8/3/91

Notary Public

This instrument was propared by:

SHIBLEY A. WHITEHEAD (Name) IL 60482 (Address) RETURN TO: WORTGAGE CORPORATION SEARS 7000 W. 12 H111*J* WORTH, 1L \$0482

July

N. 217 Public, Sails of identi-Uf Counting Expires &4.91

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CONDOMINIUM RIDER

LENDER'S 4: 09-58-13692

THIS CONDOMINIUM RIDER is made this 8FH day of JULY , 19 88 , and is incorporated into and shall be deemed to smend 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 "Londor")

of the same date and covering the Property described in the Security Instrument and located at: 1132 HAWTHORNE COURT UNIT \$0-2, WHEELING, 1L 60090

[Property Address]

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

LEXINGTON COMMONS COACH HOUSE CONDOMINIUM

85:

[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 Lander 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) Doclaration 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 Insulated So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanker notice on the Condominium Project which is satisfactory to Londor and which provides insurance coverage in the amount, for the periods, and against the hazards Londor 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 promium installments for inexard 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 equired 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 hazird insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common amments, any proceeds payable to Borrower are hereby assigned and shall be paid to Londer for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shill also 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 coverge to Lender,
- D. Condomnation. The proceeds of any award to claim, for damages, direct or consequential, payable to Borrower in connection with any condomnation or other taking of till or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condomnation, 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 line 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 I the provision is the express benefit of Lender:
 - (iii) termination of professional management and assumption of salf-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability four arcs coverage maintained by the Owners Assocation unacceptable to Lender.
- F. Romedies. If Borrower does not pay condominium dues and assessments wher due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt it Borrower secured by the Security Instrument, Unless Borrower and Lender agree to other terms of payment, these amounts shall be 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 Condomini m Rider.

LAURA L. KELLER	J. J	-Borrower	
Kemeth R 1	Vector E	88302357	7
KENNETH R. MERTEN		-Borrower	
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MULTISTATE CONDOMINIUM RIDER - single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3140 12/83

Form 1823 Version 1,2 CC0431

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Property of Cook County Clerk's Office