983 (3) DLL

88303108

LOAN # 260976

ASSIGNMENT OF MORTGAGE

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For good and valuable consideration ILLINOIS REGIONAL BANK N.A., ELMHURST does hereby grant, bargain, sell, assign, transfer, and set over unto MIDWEST MORTGAGE SERVICES, INC., a Corporation of the State of Illinois, a certain Indenture of Mortgage bearing date the 8th day of JULY, 1988 made by RAYMOND W. NYQUIST, DIVORCED, NOT REMARRIED

to ILLINOIS REGIONAL BANK N.A., ELMHURST and all its right, title, and interest to the premises therein described as follows:

716971 D.F. McCarthy

SEE ATTACHED ADDENDUM "A"

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 JUL 11 AM 3:54

88303108

TAX ID # 10-21-330-036-10.4

5200 W. OAKTON UNIT #204 SKOKIE, ILLINOIS 60077

which said Mortgage is RECORDED in the RECORDER'S office of the County of COOK in the State of Illinois as Document Number 88303107

Together with the principal note therein described, and the money due or to become due thereon with the interest, unto said MIDWEST MORTGAGE SERVICES, INC. its successors or assigns, Forever, subject only to the provisions in the said Indenture of Mortgage.

In Witness Whereof, ILLINOIS REGIONAL BANK N.A., ELMHURST has executed this instrument by its duly authorized officers, and has caused its Corporate seal to be here affixed, this 8th day of JULY, 19 88

ILLINOIS REGIONAL BANK N.A., ELMHURST

By: Janice E. Kinzel
Authorized Signature
Janice E. Kinzel, Vice President
Type name and title

(SEAL)

Attest: Cheryl L. Giacobbe
Authorized Signature
Cheryl L. Giacobbe, Asst. Vice President
Type name and title

STATE OF ILLINOIS)
COUNTY OF) ss

I, Charles A. White, a Notary Public in and for said County and State, do hereby certify that the above named Janice E. Kinzel, Vice President and the above Named Cheryl L. Giacobbe, Asst. Vice President of Illinois Regional Bank N.A., Elmhurst are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers and to be such officers, appeared before me this day in person and, being first duly sworn, said and acknowledged that they are such officers, that they respectively signed, sealed with the corporate seal and delivered said instrument as the free and voluntary act of said Corporation and as their own free and voluntary act as Vice President and Asst. Vice President respectively, by authority of the Board of Directors of said corporation for the uses and purposes therein set forth and that seal affixed to said instruments is the corporate seal of said corporation.

88303108

Given under my hand and Notarial Seal this 8th day of July, 19 88.

BOX 333 - GG

Charles A. White
Notary Public

This Instrument prepared by and return recorded document to:

My Commission Expires 5/29/89

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

88303108

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ADDENDUM "A"
LOAN # 260976
RAYMOND W. NYQUIST

LEGAL DESCRIPTION

PARCEL 1: UNIT 204 IN OAKTON TERRACE CONDOMINIUM AS DELINEATED ON SURVEY OF LOT 29 (EXCEPT THE WEST 39.50 FEET THEREOF) AND ALL OF LOT 30 IN THE SUBDIVISION OF LOT 25 AND THE SOUTH 30 FEET OF LOT 18 OF OWNER'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS "PCL") WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY FIRST NATIONAL BANK OF SKOKIE TRUST NUMBER 50026 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23018136, AS AMENDED BY DOCUMENT NUMBER 23069896 TOGETHER WITH UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2: EASEMENT FOR PARKING PURPOSES IN AND TO PARKING SPACE NUMBER 32 FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM FIRST NATIONAL BANK OF SKOKIE AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 4, 1973 AND KNOWN AS TRUST NUMBER 50026 TO GERTRUDE L DOBROTH DATED SEPTEMBER 23, 1975 AND RECORDED SEPTEMBER 30, 1975 AS DOCUMENT 23239497 ALL IN COOK COUNTY, ILLINOIS.

88303108

ADDENDUM "A"
LOAN # 260976
RAYMOND W. NYQUIST

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88303107

260976

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 8th day of JULY, 19 88, 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 ILLINOIS REGIONAL BANK N.A., ELMHURST (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5200 W. OAKTON UNIT #204 SKOKIE, ILLINOIS 60077
(Property Address)

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

OAKTON TERRACE CONDOMINIUMS
(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 Securit Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date c disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting paymen

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

Rand W. Nyquist
RAYMOND W. NYQUIST ....(Seal) -Borrower

..............................(Seal) -Borrower

..............................(Seal) -Borrower

..............................(Seal) -Borrower

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MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT Form 3140 12/83

Financial Law Forms® Form 1623

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