3/15 78

### 88393171

(Borrower'). This Security Instrument is given to OMPANY OF AMERICA which is organ ERSEY and whose address is EW JERSEY 07101 (TY-FOUR THOUSAND AND NO/100	ized and existing
('Borrower'). This Security Instrument is given to	ized and existing
('Borrower'). This Security Instrument is given to	ized and existing
(*Borrower*). This Security Instrument is given to	ized and existing
	("L'ender") .
). This debt is evidenced by	
	Borrower's note
Note'), which provides for monthly payments, with the 91, 2018	urity Instrument
with interest, advanced under paragraph 7 to protect this forrowe's covenants and agreements under this Security	e security of this Instrument and
45	
D HERETO AND MADE A PART HEREOF.	
DEPT-U1 RECORDING 102222 TRAN 640	7 08/29/88 15:24
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02/107/	1/2
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H DOLLAR (\$1.00) FOR EACH PAYMEN LEARS TO COVER THE EXTRA EXPENSE	OF TO T MORE INVOLVED
: 1601 CHICAGO	· · · · · · · · · · · · · · · · · · ·
(Street) (City)	
gas rights and profits, water rights and stock and all not additions shall, also be covered by this Security Instru	fixtures now or
S YOFK ET C. Jan.	S A PURCHASE MONEY MORTGAGE  Y A LATE PAYMENT SERVICE CHARGE M CH DOLLAR (*1.00) FOR EACH PAYMEN REARS TO COVER THE EXTRA EXPENSE  HTS.  E 1601 CHICAGO

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY ASSERUMENT combines uniform covenants for national use and non-uniform covenants with

encumbrances of record.



THIS CONDOMINIUM RIDER is made this 26 day of AUGUST . 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  THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
(the "Lender") of the same date and covering the Proporty described in the Security Instrument and located at:
233 EAST ERIE 1601, CHICAGO, IL 60611
(Property Address)  The Property includes a unit in, together with an undivided interest in the common elements of, a condominium projection as:
STREETERVILLE CENTER (Name of Condominium Project)
(the 'Condominium Project'). If the owners association or other entity which acts for the Condominium Project (the 'Owner
Association*) holds title to property for the benefit or use of its members or shareholders, the Property also include 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, Borrow and Londer further covenant and agree as follows:
A. Condominium O' ligitions. Borrower shall perform bit of Borrower's obligations under the Condominium project Constituent Documents' are the: (i) Declaration or any other document which creates the Condominium Project, (ii) by (rws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall prompt pay, when due, all dues and user sametis imposed pursuant to the Constituent Documents.
B. Hazard Insurance. So tong as the Owners Association maintains, with a generally accepted insurance carrier, a "maste or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and again to hazards Londer requires, including fire and hazards included within the termination of the coverage," then:
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the year 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 deemi
satisfied to the extent that the required coverage is provided by the Owners Association policy.
Borrower shall give Lender prompt notice of ac, hose in required hazard insurance coverage.
In the event of a distribution of hazard insurance produces in lieu of restoration or repair following a loss to the Propert whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid Lender for application to the sums secured by the Security—insurment, 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, who oil, and extent of coverage to London.
D. Condemnation. The proceeds of any award or claim for dam igris, direct or consequential, payable to Borrower connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the commo elements, or for any conveyance in lieu of condemnation, are hereby assirined and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is provided in Uniform Covenant 9.
E. Lender's Prior Consent. Borrower shall not, except after notice to Lenger and with Lender's prior written conser- either partition or subdivide the Property or consent to:
(i) The abandonment or termination of the Condominium Project, except for abandonment or termination required I have in the case of substantial destruction by fire or other casualty or in the case of a taking by condomination or emine domain.
(ii) any amendment to any provision of the Constituent Documents if the provision it. for the express benefit of Lende (iii) termination of professional management and assumption of solf-management of the Owners Association; (iv) any action which would have the effect of rendering the public liability insuration coverage maintained by the Owners Association unacceptable to Lender.
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Larger may pay them. A amounts disbursed by Londer under this Paragraph F shall become additional debt of Borrower Lecured by the Securi Instrument Unless Borrower and Lender agree to other terms of payment, those amounts shall bear in exist from the date 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 Ride
(Soal) Borrower Borrower
PAULA GAIL BIEBER
(Seat) (Seat) -Borrower -Borrower
(Seal) (Soal)
(Seal) -Borrower -Borrower

# UNIFORM COVEN LIST BOTTOWER and Lender Covenant and Rights 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 I ender 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 Lunds 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. Horrower 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, I ender 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 ago as the sums secured by this Security Instrument.

3. Application of Dayments. 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. forrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority eve, 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 oved 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 low 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 nen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any procof the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien of 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 fien. 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 improvement how existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extender" coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower 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 requirer, I orrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower alora 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 poplied to restoration or repair of the Property damaged, if the restoration or repair is economically fensible and Lender's security is not lessened. If the restoration or repair is not economically fensible or Lender's security would be lessened, the historance 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 historance 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 dry 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 desiroy, 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 sequires 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.

If Lender required mortgage insurance as a condition of mai- ag 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 falls 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. I 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 anortization 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 proclude the exercise of any right or remedy.

11. Successors and 2.881 as Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall I in 1 and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-enants 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 Borrower's interest in the Property Sader the 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 regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured on this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so had the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, 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 enactives or expiration of applicable has the effect of rendering any provision of the Note or this Security Instrument uneracreable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall lake 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 eleral 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 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 Cupy. 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's 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 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. Those 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 automoys' 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 paragraphs 13 or 17.

# 8839317

## UNOFFICIAL COPY

TO SECURITY INSTRUMENT DATED AUGUST 26, 1988, BETWEEN PAULA GAIL BIEBER AND THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

#### SCHEDULE A

PARCEL 1:

UNIT NUMBER 1601 IN STREETERVILLE CENTER CONDOMINIUM AB DELINEATED ON SURVEY 30 THE FOLLOWING: ALL OF THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 119, 30 FEET ABOVE CHICAGO CITY DATUM (AND WHICH IS ALSO THE LOWER SURFACE OF THE FLOOR SLAB OF THE 9TH FLOOR IN THE 26 STORY BUILDING SITUATED ON THE PARCEL OF LAND HEREINAFTER DESCRIBED) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF A PARCEL OF LAND COMPRISED OF LOTS 20, 21, 22, 23, 24 AND 25 (EXCEPT THAT PART OF LOT 25 LYING WEST OF THE CENTER OF THE PARTY WALL OF THE BUILDING NOW STANDING ON THE DIVIDING LINE PETHEEN LOTS 25 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING PETHEEN LOTS 25 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING PETHEEN LOTS 25 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING PETHEEN LOTS 25 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING PETHEEN LOTS 25 AND 26), TOGETHER WITH THE PROPE STANDING OF THE BUTTON OF 119, 30 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 118. 13 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE COINCIDES WITH THE LOWEST SURFACE OF THE ROOF SLAB OF THE BUTTON OF THE SOUTH 17, 96 WITHIN THE BUUNDARIES PROJECTED VERTICALLY UPWARD OF THE SOUTH 17, 96 FEET OF THE AFORESAID PARCEL OF LAND, ALL IN THE BUBDIVISION OF THE WEST 394 FEET OF SLOOK 32, EXCEPT THE EAST 14 FEET OF THE NORTH BO FEET THEREOF IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASMENTS, RESTRICTIONS, COVENANTS AND BYLAMS FOR STREETERVILLE CENTER CONDOMINIUM ASSOCIATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COUNTY, ILLINOIS AS DOCUMENT NUMBER 26 017 897 TOGETHER WITH ITE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT BETWEEN EDWIN B. SHELDON AND HEATON DWSLEY RECORDED AUGUST 11, 1892 AS DOCUMENT NUMBER 17 15 549 ON THAT PART OF LOTS 25 AND 26 IN KINZIE'S ADDITION AFOREPAID OCCUPIED BY THE WEST 1/2 OF THE PARTY WALL, ALL IN COOK COUNTY, ILLINDIS.

### PARCEL 3:

ALL THOSE CERTAIN EASEMENTS, PRIVILEGES, RIGHTS OF USE AND ALL OF OTHER BENEFITS DESCRIBED IN THAT CERTAIN DECLARATION OF COVERGINES, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINDIS AS DOCUMEN'S NUMBER 26 017 894, AS GRANTED FOR THE BENEFIT OF PARCEL 1, BY A DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1980 AND KNOWN AS TRUST NUMBER 31 534 TO WENDY YOUNG DATED OCTOBER 1, 1981 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT NUMBER 26 017 895.

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 by indicial 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 sams secured by this Security Instrument.

21. Release. Upon payment of all sums accured 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 which 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 agr		
supplement the covenants and agreements of this	s Security "instrument as if the rider(s) were	a part of this Security Instrument.
(Check applicable box(es))		
Adjustable Rate Rider	Condondaium Rider	2 · 4 Family Rider
Graduated Payment Rider	Planned In't Development Rider	
Other(s) (specify)	7/4	

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

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al)
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State of Illinois

COOK

County 581

I. TANNY L. ADDUCE and State, do horoby certify that PAULA GAIL BIEBER, DIVORCED AND NOT SINCE REMARRIED , personally known to me to be the same person(s)

whose name(a) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s he signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th

day of AUGUST

1988.

My commission expires :

"OFFICIAL SEAL"
Tunny L. Adduce
Butney Public, State of Illinois
By Commission Expires 6/2/92

normy L. addice