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1200 CENTRAL AVENUE PROPERTY WILMETTE & ILLINOIS 60091 were bed. (CITY)

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(NO. AND STREET)
referred to as "Trustee," w herein referred to as "Trustee," witnesseth: That Whereas Mortgagor has concurrently herewith executed and delivered a promissory note, termed "Installment Note," of even

25-28 (Periodic Payments Including Interest) 25

CAUTION: Consult a lawyer before using or acting under this form, and, alt to tell and the second of the second of

AUGUST 24

between FIRST ILLINOIS BANK OF WILMETTE; not personally, but as Trustee and under the Provisions of a Deed or Deeds in Trust duly recorded and delivered to said bank 616

as "Mortgagor" and FIRST ILLINOIS BANK OF WILMETTE Personal and a

in pursuance of a Trust Agreement, dated the 11th day of AUGUST

date herewith, executed by Mortgagor, made payable to FTRST ILLINOIS BANK OF WILMERIE in and by which note Mortgagor promises to pay out of that portion of the trust estate subject to said trust agreement and hereinarter specifically described and interest from SEFT\_MBER 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of 1+prime per cent per annum, in installments as follows: ##ONE THOUSAND FOUR HUNDRED THIRTY NINE AND 21/100## Dollars on the FIRST day of control of the FIRST day of each MAN H thereafter until said note is fully paid, except that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are provided to the provided that the final parameters are p the principal sum of NONE HUNDRED TWENTY THREE THOUSAND TWO HUNDRED AND NO/100\*\*

the FIRST day of each MON H thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the FIRST day of SEPTEMBER. A\$2004all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpart or vest on the ungaid principal behave and the remainder to principal; the portion of each of said installments constituting principal, to the extent not p ad when due, to bear interest after the date for payment thereof, at the rate of them cure the part annum, and all such payments being made payable of 1200 CENTRAL AVENUE WILMETTE, ILLINOTS 60091 or at such other place as the legal holder of the not, may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal stant or has ning unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur and co-tinue for three days in the performance of any other agreement contained in this Mortgage tin which event election may be made at any time after the expirace not said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of totes.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations.

NOW THEREFORE, to secure the payment of the said orincipal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Mortgage, and uso in consideration of the sum of One Dellar in hand paid, the receipt whereof is hereby, acknowledged. Mortgagor by these presents grant, remise, release, alien, and convey unto the Trustee, its or his successors and assigns, the following described Real Estate situate, lying and being in the CITY OF CHICAGO \_, COUNTY OF\_ COOK AND STATE OF างความสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสา สามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสามารถสา

SEE ATTACHED RIDER "A"

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THIS INDENTURE, Made.

COOK COUNTY, ILLINOIS there are the control of the

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which, with the property hereinafter described, is referred to herein as the "premises,"

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which, with the property heremafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belong of and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which rents, issues and profits are rived, ed primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or the eight of supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, inclusion, (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters rived the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all tuilings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns. In the part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse's de of this Mortgage) are incorporated in by reference and hereby are made a part hereof the same as though they were here set out in full and shall be Struit 3 on Mortgagor, its successors and assigns.

IN WITNESS WHEREOF, Mortgagor, not personally but as Trustee as aforesaid, has caused these presents to be signed and scaled by its duty authorized officers the day and year first above written. FIRST ILLINOIS BANK OF WILMETTE

> "OFFICIAL SEAL" Nancy Q. Lee Notary Public, State of Illinois My Commission Expires 1/31/91

As Trustee as atoresaid and not personally.

nu

resident/Assistant Vice-President/Trust Officer

ATTEST.

Burney Commence

esident/Assistant Vice-President/Trust Officer Vice-F

State of Illinois, County of

IMPRESS HERE

in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of FIRSTALLINOIS BANK OF WEMETTE and that they appeared before me this day in person, and acknowledged that they signed, scaled and delivered the said instrument as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and officia	al seal, this24-CA_	aday of	unest		 19 <i>89</i>
Commission expires Jan		Max	1 de 0 3	Que .	 7
	TOTTE A LIOPEN	,	-90	. Partition of the same of the Same	 Notary Public

WILMETTE

This instrument was prepared by JULLE A. HOREN (NAME AND ADDRESS)

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ILLINOIS BANK OF WILMETTE CENTRAL, AVENUE ILLÍNOIS

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49-14-49-3616

(Z)P CODE)

OR RECORDER'S OFFICE BOX NO

## THE FOLLOWING ARE THE COVENANTS CONDITIONS AT DERCVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE) NO WHICH FOR MA PART OF THE MORTGAGE WHICH THERE BEGINS:

1. Mortgagor shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien of charge of the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

37

- 2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any lax or assessment which Mortgagor may desire to contest.
- 3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies lineduding additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective days of expiration.
- 4. In case of default therein Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and magner desined expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or confest any lax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys? fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of the performance of the note shall never be considered as a waiver of any right accruing to them on account of any default becaunder on the part of Mortgagor.

  The Trustee of the holders of the note that payable without notice and with the payable without notice and with interest thereon.
- 5. The Trust ear he holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. At the election of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, not-withstanding anything in the local or in this Mortgage to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall locul and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
- 7. When the indebtedness acreby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee 'hal' have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage det. Ir any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and explais for discunning and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with 'splat to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the not are in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the active of the premises of the proceedings, including but not limited to probate and bankruptcy proceedings to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after actual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened sait or proceeding which migh affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any loreclosure sale of the premi es vist be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding. in luding all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured in lebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining until fourth, any overplus to Mortgagor, its legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose his Mortgage, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such for Toreclosure suit and, in case of a sale and a defice, or during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in activases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any deere toreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

  Mortgagor beechy welves any and all rights of exdemption from sale under any order to a page of the Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure and this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure and this Mor
- 10. Mortgagor hereby waives any and all rights of redemption from sale under any order or recree of foreclosure of this Mortgage, on behalf of Mortgagor, the trust estate and all persons beneficially interested therein, and each and every person except decree or judgment creditors of Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reason? Je mes and access thereto shall be permitted for that purpos
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor stall Trustee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require in minities satisfactory to it before exercising any power herein given.
- 13. Trustee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secure has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor my secretary accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee herein described note in the description herein contained of the note and which purports to be executed by the person, herein described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed a certificate on any instrum n. dentifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

  14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Filed in the office of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act of Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

  15. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all pe
- 15. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note, or this Mortgage.
- 16. THIS MORTGAGE is executed by the First Illinois Bank of Wilmette, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on First Illinois Bank of Wilmette personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such liability, if any, being express'y waived for the Trustee only by every person now or hereafter claiming any right or security hereunder, and that the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, or to the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantor, co-signer or endorser.

IMPORTANT

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS MORTGAGE SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE MORTGAGE IS FILED FOR RECORD.

The Note mentioned in the within Marrages has been identified herewith under Identification No

T-965 (Rev. 5/84)

# UNOFFICIAL COPY

LEGAL DESCR	IPTION FOR LAND	TRUST NUMBER _	TWB-0816	DATED AUGUST 11, 1989
AND MORTGAG	E LOAN DATED AU	GUST 24, 1989	IN THE A	MOUNT OF \$123,200.00
P.I.N. (s)	17-04-205-055-1	003 VOL 498		
COMMONT Y KN	OWN AS: 143 WES	T BURTON PLACE	UNIT 3F CH	ICAGO, ILLINOIS 60610

UNITS 3 /N BURTON COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 17 IN J. F. STARR'S RESUBDIVISION OF LOTS 114 115 AND 116 OF BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINCIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25557669, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HERRBY GRANIS TO THE MORTGAEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURITHATT TO THE ABOVE DESCRIBED REAL ESATE, THE RIGHTS AND EASEMENTS FOR THE BLNEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

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

# **UNOFFICIAL COPY**

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## UNCENTRUM RIPSPY

THIS CONDOMINIUM RIDER is made this 24th day of AUGUST , 1989, 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 FIRST ILLINOIS BANK OF WILMETTE (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

163 WEST BURTON PLACE UNIT 3F CHICAGO, ILLINOIS 60610

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

BURTON PLACE

[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. Hazar' 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 p.co. 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 seed ed by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrows, chall 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 Securit Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, excert 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 Condomir or Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other as ualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Docu nents if the provision is for the express benefit of Lender:
  - (iii) termination of professional management and assumption of self-tranagement of the Owners Association;
- (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 lue, 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 be a 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 Condo mirium Rider.

ATTESTED

FIRST	ILLINOIS	BANK (	ΟF	WILME	ETTE
	RSONALLY				
U/T/A	DATED AU	GUST 13	ι,	1989	A/K/A
TRUST	NO. TWB-	0816			

(Seal)	VICE PRESIDENT AND TRUST OFFICE	
(Seal)	1 Amushy	BY:
-Bòrrowei		
(Seal) -Bdrrower		
(Seal)		

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Hadibe Restricted Frank States (1995) Mary

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Partie Car

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