UNIFORM COVENANTS. Borrower and Lender coverant and agree as follows: 3

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrow

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the F no 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 Linder. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to he sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again a 'he sums secured by this Security Instrument.

3. Application of Neyrents. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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

receipts evidencing the payments.

Borrower shall promptly discharge any limitablish has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation seque 1 by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority of a this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrowe, subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Lourower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's ecurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the incurrence proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shill; lot extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this:Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

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insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. If Lender required mortgage insurance as a condition of making 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

8. Inspection. Lender or its agent may make reasonable entities 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 any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

paid to Borrower. 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 almos accurred 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.

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. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

postpone the due de 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 amortization of the sums secured by this Security Instrument granted by Lender to any successor in instance of Borrower at all may construct to any successor in interest of Borrower at all may construct the similar of the sums secured by the similar of Borrower and Borrower and Borrower at all may construct the similar of the sums secured to the similar of Borrower and Bo Unless 1. reder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

by the original Borrower or Berrow er's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify in ortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrower and In not operate to release the liability of the original Borrower or Borrower's successors in interest.

of paragraph 17. Borrower's covenants and "exercises ahall 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; (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, 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. ahall not be a waiver of or preclude "he exercise of any right or remedy.

11. Successors and Assigns Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind an 12 noth the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument shall bind an 12 nother successors and assigns of Lender and Borrower, subject to the provisions

partial prepayment without any prepayment charge under the Mote under the Note or by making a direct payment to Borrower. If a refi nd reduces principal, the reduction will be treated as a charges, and that law is finally interpreted so that the 'nertest or other loan charges collected or to be collected in necessary to reduce the charge to the permitted limits, and (h) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (h) any such loan charge shall be reduced by the exceeded necessary to reduce the charge to the permitted limit; and (h) any such loan charges to the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed If the loan secured by the Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. that Borrower's consent.

rendering any provision of the Note or this Security Instrument unenforces he 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 tare the steps specified in the second paragraph of If enactment of expiration of applicable laws has the effect of i3. Legislation Affecting Lender's Rights,

first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Instruction, The notice 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 paragraph 17. 14. Notices.

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note 15. Governing Law; Severability. This Security Instrument shall be governed by federal as 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 in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Length when given as provided

secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums 16. Borrower's Copy. 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 is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in the prince requires in full of all sums.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period federal law as of the date of this Security Instrument.

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by approace has many special for the factorism of the Scourity Instrument. Those conditions are that Borrower:

(a) pays Lender all sums which then would be due under this Scourity Instrument, or (b) entry of a judgment enforcing this Scourity Instrument, and the Note had no acceleration occurred; (c) pays all expenses incurred in enforcing this Scourity Instrument, including, but not limited to, researched; estormeys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Scourity Instrument, Lender's rights in the Property and Borrower's oblisation to pay the sums secured by this Scourity Instrument, ahalf continue unchanged. Upon reinstatement by applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as remedies permitted by this Security Instrument without further notice or demand on Borrower.

18, Borrower's Right to Relastate. If Borrower meets certain conditions, Borrower shall have the right to have

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occurred. However, this right to reinstate

T41111 TRAN 6025 10/24/89 10:51:00 49286 \$ A #-89-503846

COOK COUNTY RECORDER

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## and the property of the second MORTGAGE

## 89503846

CIVIC FEDERAL SAVI 46 5 BANK ("Borrower"). This Security Instrument is given to modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of horrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does he chy mortgage, grant and convey to Lender the following described property

Unit Forty Two (42) in Chesterfield on Touhy Condominium as delineated on survey of the following described parcel of real estate (hereinafter referred to as 'Parcel'): Lot (ne (1) (except the North One Hundred Sixty (160) feet thereof and except the south 37.50 feet of the North 197.50 feet of the West One Hundred Forty Seven (147) feet thereof) in Mundo's Subdivision in the South Werc Quarter (SW) of Section Twenty Five (25), Township Forty One (41) North Range Thirteen (13), East of the Third (37d) Principal Meridian, according to the plat thereof recorded as document number 3769783 in Cook County, Illinois.

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That part of a strip of land 21 is feet more or less in width lying East of the East line of Lot One (1) in Mundo's Subdivision and West of the West line of McQuire and Orr's Second Addition to Rog(rs Park in Section Twenty Five (25), Township Forty One (41) North, Range Frieden (13), East of the Third (3rd) Principal Meridian and lying South of a line One Hundred Sixty (160) feet South of the North Line of said (ot One (1) extended East in Cook County, Illinois which survey is attached as Exhibit "A" to declaration of Condominium Ownership made by a Salle National Bank, a National Banking Association, as Trustee under Prust agreement dated December 28, 1967 and known as trust number 50%, recorded in the Office of the Recorder of Cook County, Illinois as document number 21576982, together with an undivided 1.6666 per cent interest in said parcel (excepting from said parcel, the property and space comprising all the units thereof as defined and set forth in said Declaration and survey) all in Cook County, Illinois. Commonly known as 2852 W. Touhy Ave. Chicago, Illinois 60645. PERMANENT TAX # 10-25-328-008-2042

60645

[Street]

Illinois .....

...... ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully 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 limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Box 16

Form 3014 12/83

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by takes Security Instrument by judicial proceeding, this Security Instrument by judicial proceeding. existence of a default or any other defense of Borrower to acceleration and foreclosure. It the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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 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 uniess applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the uniess applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Droporty Ox Cook (Iso2)..... By Signing Below, Bo (or er accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) execute. by Borrower and recorded with it. Other(s) [specify] Graduated Payment Rider Planned Unit Development Rider Condominium Rider Tabis stat. sidatsujbA 🔲 Tabia ylima 4 1-2 🛄 Instrument. [Check applicable box(es)] 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 agreements of this Security Instrument as if the rider(s) were a part of this Security supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security 22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 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 sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security. 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 tenests of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the tenests of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the tenests of managements of the Property and collection of sant including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the receiver shall be applied for the receiver shall be applied for the receiver and the property and collection of sant including those past due. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

TIMOIR 60623 LLLDD TEERL ATES My Commission Expires 6-7-90 Notery Public point to abold, bildus vision ALICIA PRADO (ZEVT) OFFICIAL SEAL My Commission Expires Witness my hand and official seal this . . . . 4761 (pe' spc' (pch) ..... executed said instrument for the purposes and uses therein set forth. Хәца (his, her, their) before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be..... the the foregoing instrument to be ..... fire and voluntary act and deed and that bersonally appeared THOMAS S. GEORGOULES SAD VICIDIS GEORGOULES HIS WIFE
THOMAS S. GEORGOULES SAD VICIDIS GEORGOULES HIS WIFE

STATE OF

ILLINOIS

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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 BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or bereafter 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."

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Non-Uniform Coven at Barrow r and Le der for her to renant 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-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 without further demand and may foreclose this Security Instrument by judicial 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 sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waive of Homestead. Borrower waives all right of homestead exemption in the Property.

Instr

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with									
this Security Instrumers, the covenants and agreements of each such rider shall be incorporated into and shall amend and									
supplement the coverar s and agreements of this Security Instrument as if the rider(s) were a part of this Security									
Instrument. [Check applicat le box(es)]									
Adjustable Rate Rider	Condominium Rider	2-4 Family Rider							
Instrument. [Check applicat le box(es)]									

umem. [Check app. sat is box(co)]		
Adjustable Rate Piler	Condominium Rider	2-4 Family Rider
Graduated Payment Pader	Planned Unit Development Ri	der
Other(s) [specify]		
BY SIGNING BELOW, Borrower ument and in any rider(s) executed by	accepts and agrees to the terms and y Bc, rover and recorded with it.  THOMAS S. GEO	2 Jun 2 See
	Viales 4	PRSOULLS (Seal)
	VICATE CENTRO	

Anom.

An STATE OF Prado

Notary Public in and for said county and state, do hereby certify that DRGOULES AND VIGDIS GEORGOULES HIS WIFE

personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be .... Their ....................... free and voluntary act and deed and that (his, her, their) they executed said instrument for the purposes and uses therein set forth. (he, she, they) 19+4 Witness my hand and official seal this..... My Commission Expires OFFICIAL SEAL ALICIA PRADO Notary Public State of Itlineis **Notary Public** My Commission Expires 6-7-90

This instrument was prepared by CIVIC FEDERAL SAVINGS BANK 3522 WEST 26th STREET 44771 HILDA CORRAL CHICAGO, ILLINOIS 60623

THIS CONDOMINIUM RIDER is made this	19th	day of	October	19 89		
and is incorporated into and shall be deemed to an	nend and supple	ment the M	lortgage, Deed of	Trust or Security Deed (the		
"Security Instrument") of the same date given by the CIVIC FEDERAL	he undersigned ( SAVINGS BAN	the "Borrov K	wer") to secure Be	orrower's Note to(the "Lender")		
of the same date and covering the Property described in the Security Instrument and Igented at: 2852 West Touty Chicago, Illinois 60645						
	Property Addr	055}				
The Property includes a unit in, together with an	undivided inte	rest in the c	ommon elements	s of, a condominium project		
known as:	CHESTERFIE	LD				
ĮŇ	lame of Condominiu	m 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. Condomir.um 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 ? roject; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all ales and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insuran A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy of 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 hazare in urance 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 over age 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 instrat ce 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 Lander for application to the sums secured by the Se writy 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 accept ble in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim ic. Aumages, 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 as ligned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrumen, as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after native 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 easualty 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;
- (iv) any action which would have the effect of rendering the public liability insurance overage maintained by the Owners Association unacceptable to Lender.

or

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Levide, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secure; by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower reques in a payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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