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LOAK # 329285

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 4 1916 MONTGAGE WONAN WEVER HARRIED & 103£300/1 -47'88

("Borrower"). This Security Instrument is given to

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THE KORTKERN TRUST CONPRNY ULACTINGS AND STATE OF ILLINOIS OF STREET, CHICKED, IL BOGYS es assaibbe asonw bne,

("Lender")

the Note. For this purpose, Borrower dres in reby mortgage, grant and convey to Lender the following described property located in County, Illinois: modifications; (b) the payment of all (t) st sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Bortower's covenants and agreements under this Security Instrument and paid carlier, due and payable on the debt evidenced by the Note, with interest, and all tenewals, extensions and secures to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all tenewals, extensions and secures to Lender; (a) the repayment of the security of this

County, Illinois:

AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY! ALL IN COUR COUNTY, FROM SAID PARCEL ALL THE PROPERTY AND SPACE CONPRISING ALL THE UNITS THEREOF TOSETHER WITH AN UNDIVIDED 4.80 PER CENT LATEREST IN SAID PARCEL (EXCEPTING OFFICE OF THE RECORDER OF CORK COUNTY, ILLINOIS, MS DICUNENT 23873300; OATED MARCH 10, 1976 AND KHOWH AS TRUST WUMBER '6' -1513 RECORDED IN THE NATIONAL SAHK AND TRUST COMPANY OF EVANSTON, AS TRUSTEE UNDER TRUST AGREENENT ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDONLYIUN MADE BY THE FIRST PRINCIPAL HERIDIAN, (EXCEPT FROM SAID PRENISS THAT PART THEREDF DEDICATED AND USED FOR SHERIDAN SOUARE) IN COOK COUNTY, LLINDIS, WHICH SURVEY IS OF FRECTIONAL SECTION 20, TOWNSHIP 41 NON # BANGE 14 EAST OF THE THIRD ARHOLD AND WARREN'S ADDITION TO EVANSION, A SUBDIVISION OF THE SOUTH WEST 1/4 REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOTS SB AND 29 IN 8LOCK 3 IN UNIT NO. 626-2 AS DELINEATED ON SUNCE OF THE FOLLOWING DESCRIBED PARCEL OF

SSE SHERIDAK SOUARE, #2 To seatthe address of 101-180-801-08-11#1110

("Property Address");

20505

(300) OZ;

4410132 -

foregoing is referred to in this Security Instrument as the "Property." appurenance, 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 TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

-brossi iu essanidmuses 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 COVENAUS that Bostower is lawfully seized of the estate hereby conveyed and has the right to

limited rations by jurisdiction to continue a uniform centity instrument covering real property: 😳 🔢 THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

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UNIFORM COVENANTS.

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 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 Find's 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 I ender. 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 against the sums secured by this Security Instrument.

3. Application of Pa wents. 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 ur der paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges, Liens. Becower 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 tents, 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 ower payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrow r mi kes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lier, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation sea er by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of to 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 priorit; over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or toke 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 "extender o verage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amour is 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 tenewals. If Lender requires Postower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall rive 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 equity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the surrance 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 regiod will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shr in 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 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 bankrupicy, 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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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 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. Children in the same shall be

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or Attle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is 40th prized 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 1 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 interest of Borrower shall out carrie 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 amo scattion of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's accessors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the extreme of any right or remedy.

11. Successors and Assigns Bou'd; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benef, the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a reements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) it co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the tarnes of this Security Instrument; (5) is not personally obligated to pay the sums secured by this Security Instrument; and () grees that Lender and any other Borrower may agree to extend, modify, forbezr 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 by this So urity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any some already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to nake 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.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option. may require immediate payment in full of all sums secured by this Security his rument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the strain 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 Perrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lend r when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal ay and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security 1 assument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrumer, 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 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 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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument 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.

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This instrument was prepared by

		NETECH	SWIEBSTZ		
	Notary Public	0	_1		
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	covenants contained in this Security	to the terms and	er accepts and agrees	BELOW, J. G. Rowe	BY SIGNING
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		COVEYANT #21	RICAGE RIDER FOR	3OM [yìi⊃⊃qs]	(z)nədiO 🔀
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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 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 and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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; Ti bas £1 sagreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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MORTGAGE RIDER FOR COVENANT #21

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BURKOWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER 13 hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Marcia Troffett (SEAL)
MARCIA-PROFFITI -BORROWER

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Property of Coot County Clert's Office

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THIS CONDOMINIUM RIDER is made this 4TH day of JANUARY . 19 89 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 NORTHERN TRUST COMPANY

(the "Lender")

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

626 SHERIDAN SQUARE, #2, EVANSTON, ILLINOIS 60202
[Property Address]

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

626 SHERIDIAN SQUARE CONDOMINIUM ASSOCIATION

(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 Coracitment Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the corrominium 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 a losurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blank a" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the arrows. for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extend of coverage," then:
- (i) Lender = 7555 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 of ligation 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, wo are 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 aliments, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums a cured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance pointy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any any 1/x claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking o. 1 if or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, 1/x Nereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to
- (i) the abandonment or termination of the Condo mirlum Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other last alty 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 elf-management of the Owners Association; r
- (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 one, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of B prower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall but interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrow conjuesting payment.

By StGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conocine, size Rider.

-Воггриег	Marcia MARCIA PROFFITT	Freffett
-Borrower		-Borrower

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