INOFFICIAL COPY PREPARED BY AND MAIL



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

BOX 333 - CA

89042579

[Space Above This Line For Recording Data] -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

JANUARY 26th

\$16.00

19 89 The mor.g. gor is

VERNON LEO TOWLE and MARGARET C. LOISEL, HUSBAND and WIFE

("Borrower"). This Security Instrument is given to HYDE PARK BANK AND TRUST COMPANY which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

1525 E. 53RD STREET CAPCAGO, IL 60615

("Lender").

Borrower owes Lender the princip 2 sum of

ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED & 00/100

Dollars (U.S. \$). This debt is evidenced by Borrower's note 118,800.00 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 1 2019

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and This Security Instrument modifications; (b) the payment of all other sums, w th in crest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, g. ant and convey to Lender the following described property OUNTY (

located in COOK

SEE ATTACHED ADDENDUM "A"

COOK COUNTY, ILLINOIS FILED FOR RECORD

1989 JAN 27 AM 11: 40

89042579

TAX ID #: 20-14-216-045-1019

which has the address of

1361 EAST 57TH STREET #1E

CHICAGO [City]

Illinois

12ip 6Q615

("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 encumbrances of record.

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.

-6F(IL) (8801)

NON-UNIFORM COVENAUS. BOTTOWer and Lender further covenant and agree as follows:

but not limited to, reasonable attorneys' fees and costs of title evidence. 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, before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or enon off procedure of the right to reliested 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 amus and to come the default on or before the date specified in the notice may read the default in acceleration of 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; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement 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

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 without payment of all sums secured by this Security Instrument. prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

supplement the to ename and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Ridge, to this Security Instrument, If one or more riders are executed by Borrower and recorded together with

2-4 Family Rider ZCondominium Rider

☐XC Adjustable Part Rider Instrument. [Check arplicable box(es)]

Planned Unit Development Rider Oraduated Payratent Rider

[glibods] (shodiO

instrument and in any rider(s) executed or Porrower and recorded with it. BY SIGNING BELOW, Borrover accepts and agrees to the terms and covenants contained in this Security

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	- (Space Below This Line For Acknowledgment)
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[652]	
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lso2)	
	EGOTOG AG EGUNGUNU
Borrower	MARGARET C. LOISEL
(leas)	Collector (1900)
	1) Of De The
12401100-	VERNON LEO TOWLE
(Scal)	
(13)	They so would V.

"OFFICIAL SEAL"

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Motary Public

AAUNAU

County ss: COOK

, a Notary Public in and for , aid county and state,

VERNON LEO TOWLE AND MARGARET C. LOISEL, HUSBAND AND WIFE do hereby certify that

, personally known to me to be the same person(s) whose nances,

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T he Y

free and voluntary act, for the uses and purposes therein THEIR se teamersed the said instrument as

tunor los

THE UNDERSIGNED

Cliven under my hand and official seal, this

My Commission expires:

٠,

SIVIE OF ILLINOIS,

TENNILEK DEWIKO This Document Prepared By:

OVKBROOK TERRACE, IL 18109 1901 SOUTH MEYERS ROAD, SUITE 300 MIDMEST MORTGAGE SERVICES, INC. KECOKD VND KELNKN LO:

10 KED

reduesting payment.

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

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. regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

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

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of 12 payments. If

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the price ds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The of-dty period will begin of the Property damaged, if the restoration or repair is economically feasible and Lender's security 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 the. The insurance carrier has affected to such a sum of the sum of the property, or does not answer within 30 days a notice from Lender the. The property, or does not answer within 30 days a notice from Lender the insurance carrier has affected to such a sum of the sum of the property. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borrov er. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower 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 all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

and insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insured against loss by fire, hazards included within the term "extenced coverage" and any other hazards for which Lender requires. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance shall be chosen by Borrot " "ubject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrot " "ubject to Lender's approval which shall not be

5. Hazard Insurance. Borrower shall keep the impro ements now existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a lien which may attain prior it, over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lier, to this Security Instrument. If Lender determines that any part of prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

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

Note; third, to amounts payab e under paragraph 2; fourth, to interest due; and last, to principal due.

application as a creative of hayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; second, to prepayment charges due under the Mote; to have a paragraph of the charges due under the Mote; to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the Mote; the due to prepayment charges due under the due to prepayment charges due to prepayment charge

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately are to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

Upon a yment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

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.

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, reporting service shall not be a charge for purposes of the preceding sentence. 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 by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or sinte agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

basis of current data and reasonable estimates of future eserow items. 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 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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 Tender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is acthorized 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 not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amorbication of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's recessors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bourd; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the ψ rn's of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c), grees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security 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) gay such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any same already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to hake this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund r direct principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of 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 instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the step specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument on in he 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 horrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security 11st ument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrume for 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

ADDENDUM "A"
LOAN # 310354
VERNON LEO TOWLE
MARGARET C. LOISEL

LEGAL DESCRIPTION

UNIT NO. 1361-1 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOTS 1 TO 4 BOTH INCLUSIVE IN THE SUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 60 FEET THEREOF) IN WALTER C. NELSON'S SUBDIVISION OF LOTS 16 TO 24, INCLUSIVE, WITH PART OF VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS, IN BLOCK 69 IN HOPKINS ADDITION TO HYDE PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO; THE EAST 37 FEET 10 INCHES OF THE SOUTH 60 FEET OF LOT 1 IN WALTER C. NILSON'S SUBDIVISION OF LOTS 16 TO 24 INCLUSIVE, WITH PART OF VACATED ALLEY LYING FAST OF AND ADJUINING SAID LOTS, IN BLOCK 69 IN HOPKINS ADDITION TO HYDE PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 74041247, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS COOK COUNTY, ILLINOIS AS DOCUMENT 23026200; TOGETHER WITH AN UNDIVIDED INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AS SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.



Pan42279

Property of Cook County Clark's Office

JANUARY THIS CONDOMINIUM RIDER is made this day of 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 "Lender")

89

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

1361 EAST 57TH STREET #1E CHICAGO, ILLINOIS 60615

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project KENWOOD GREEN CONDOMINIUM

[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.

CONDOMINUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lande further covenant and agree as follows:

- A. Condomistium 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 Condominion: Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all these and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance, So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on ine 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 Ur iform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard instrate, proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, my proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance, Borrower shall tak: such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accepte in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for ramages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrumen, at provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project e cept for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the Owners Association;

or (iv) any action which would have the effect of rendering the public liability insurance of warage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Leg der 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 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.

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

Vernon Leo Towale Towa	le(Seal
	Borrowe
MARGARET C. LOISEL CON	-Borrower
	(Seal)
	-Borrower
	(Scal)
401	-Borrower

Property of Cook County Clerk's Office

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