89051

THIS INSTRUMENT WAS PREPARED BY: ICIAL COPY 101-10553293

COOK COUNTY ILLINOIS

1989 FES -2 PH 12: 57

8905157

GreatAmerican Fed. S & L 1001 Lake Street Oak Park, IL 60301

89051571

\$18.00

(Space Above This Line For Recording Data)

MORTGAGE

THIS MCRIGAGE ("Security Instrument") is given on January 25

PAUL BRI SKOVI C. MARRIED TO LENA BRI SKOVI C. AND ANTON BRISKOVI C.

AND PASKA BRI SKOVI C. MARRIED TO ("Borrower"). This Security Instrument is given to "GestiAnnelian Fe de al Savings and Loan Association which is organized and existing under the laws of The UNITED STATES OF AMERICA and whose address is 1001 Lake Street — One State States of MERICA and whose address is 1001 Lake Street — One State St

TO PLEAS:

which has the address of S747 N. SHERI DAN UNIT P CHI CAGO

[Street] [City]

[Zip Code] ("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.

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Instrument and in any rider(s) excerned by Borrower and recorded with it.						
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It is not cured on or all sums secured by judicial proceeding.	sasert in the foreclosure foreclosure. If the defau nediate payment in full of Security Instrument by edies provided in this para	er to acceleration and ition may require inn d may foreclose this d in pursuing the rem	ense of Borrowe Lender at its op her demand an expenses incurre	default or any other def e specified in the notice, Instrument without furt	a to socialize before the date this Security diffacts and d	
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71 bas &I edquigated	r <i>prior to acceleration f</i> e ior to acceleration under p e default; (b) the action i	ng trument (but not pr	i this Security I	ri tnemeerge to tnanevoo	breach of any	

NON. UNIFORM COVENAUTS. Borrower and Lender further covenant and agree as follows:

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requesting 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

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 Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although

in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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 bankrupicy, 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. all Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leaschold,

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of 1, g payments. If under paragraph 19 the Property is nequired by Lender, Borrower's right to any insurance policies and received resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Insurance policies.

Unless, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

restoration or repair is not economically feasible or Lender's security would be lessen, d. 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 (but 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 offered will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The offered will begin what the pay sums secured by this Security Instrument, whether or not then due. The offered will begin of the Property damaged, if the restoration or repair is economically feasible and Lenger's security is not lessened. If the

Lender shall have the right to hold the policies and renewals. If Lender 1 equi es, 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 carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. It is insurance arrier and Lender and Borrower otherwise agree in writing, insurance proceeds and be applied to restoration or repair Unless Lender and Borrower otherwise agree in writing, insurance proceeds and be applied to restoration or repair of the Property damped if the Property damped in the Property damped in the Drower of the Property damped in the Drower of the Brower of

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

unreasonably withheld.

5. Hazard Insurance. Borrower shall keep the itapit vements now existing or hereafter creeted 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 arthornts and for the periods that Lender requires. The insurance shall be chosen by Borrow resulted providing the insurance shall be chosen by Borrow resulted to Lender's approval which shall not be insurance extraction providing the insurance shall be chosen by Borrow resulting the insurance shall be insurance of the insurance shall be insurance shall

of the giving of notice. agrees in writing to the payment of the obligation, secured by the fien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement (c) the bear of the Property; or (c) secures from the bolder of the lien an prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien any part of the Property; or (c) secures from the holder of the lien any part of the Property; as subject to Lender abordinating the factor, or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain privrity over this Security Instrument, Lender may give Borrower and office identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the eight of the property is subject.

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) to be paid under this paragraph. If not ower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person owed payment. Borrower shall prompily furnish to Lender all notices of amounts

Borrower shall pay these obligation, in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Note; third, to amounts pass of under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Borrower shall pay all taxes, charges, fines and impositions attributable to the Property which may attain princity over this Security Instrument, and leasehold payments or ground rents, if any.

Despetty which may attain principle over this Security Instrument, and leasehold payments or ground rents, if any.

paragraphs I and 2 stall Le applied: first, to late charges due under the Mote; second, to prepayment charges due under the

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under application as a credit against the sums secured by this Security Instrument.

any Funds held by Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upen sayment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

вшолиц посетату to make up the deficiency in one or more раушентя аs 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 the due dutes of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by Lender may not charge for holding and applying the Funds, analyzing the account or verifying the exerow items, unless Lender may not obserge for holding and applying the Funds, analyzing the account or verifying the caserow the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest to be paid, Lender shall not be required to pay forrower 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 rungs of the species of the Funds and the charge, an annual accounting of the Funds showing credits and debits to the Funds and the charge. state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. leaschold 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 one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Institution, 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 attrovized 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 pot 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 anio tization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or temedy shall not be a waiver of or preclude the expreise of any right or remedy

11. Successors and Assigns Board; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit in 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) it co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the comes of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

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

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 Las rument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument, will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal toward the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrume a or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instantant 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, I ender may myoke 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 I ender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Bostower'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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UNIT P IN LAKESHORE TERRACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOT 15 AND THE NORTH 14 FEET OF LOT 16 (EXCEPT THE WEST 14 FEET OF SAID LOTS CONDEMNED FOR SHERIDAN ROAD FORMERLY SHEFFIELD AVENUE) IN BLOCK 21 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, IN COOK COUNTY, ILLINOIS, AND

PARCEL 2:

THAT PART OF EAST FRACTIONAL 1/2 OF SAID SECTION 5 LYING EAST OF AND ADJOINING PARCEL 1 AND LYING BETWEEN THE NORTH AND SOUTH LINES OF SAID PARCEL 1 EXTENDED EAST TO INTERSECT WEST LINE OF LINCOLN PARK, AND LYING WEST OF SAID WEST LINE OF LINCOLN PARK AS SAID WEST LINE IS SET FORTH ON PLAT RECORDED JULY 16, 1931 AS DOCUMENT 10,938,695. WHICH SAID WEST LINE IS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE 14 FEET SOUTH OF AND PARALLEL WITH NORTH LINE OF SAID LOT 15 EXTENDED SAID POINT BEING 240.74 FEET EASTERLY FROM THE EAST LINE OF NORTH SHERIDAN ROAD AS WIDENED; THENCE NORTHERLY 64.14 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 15 EXTENDED SAID POINT BEING 236.41 FEET EASTERLY FROM THE EAST LINE OF NORTH SHERIDAN ROAD AS WIDENED, IN THE CITY OF CHICAGO, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY AS DOCUMENT NO. 26,502,277 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS.

8905157

Mortgagor also hereby grants to Mortgagee, its Successors and Assigns, as rights and easements appurtenant to the above described Real Estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

PERMANENT INDEX NUMBER:

UNOFFICIAL COPY 01-10553298

RIDER ATTACHED TO MORTONDE FOR RECORDERS
CONDOMINIUM RIDER
This condominium rider is made this 25TH day of JANYARY 19 89, and is incorporated into and shall be deemed to amend and supplement a Mortgage Deed of Trust or Deed to Secure Debt (herein "Security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to GREATAMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Lender") and covering the Property described in the security instrument and located at 5747 N. SHERIDAN UNIT P - CHICAGO, IL. 60660
(Property Address)
The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as LAKE SHORE TERRACE CONDOMINIUMS (Name of Condominium Project) (herein "Condominium Project").
Condominium Covenants. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:
A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (her-in "Owners Association") pursuant to the provisions of the declaration, belaws, code of regulations or other constituent document of the Condominium Project.
B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanker" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other Hazards as 1 rier may require and in such amounts and for such periods as Lender may require, then
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twolfth of the premium installments for hazard insurance on the Property;
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Propert, is-deemed satisfied; and (iii) the provisions in Uniform Covenant 5 regarding application of
hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the excent necessary to avoid a conflict between such provisions and the provisions of Un.form Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately
preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or
to common elements, any such proceeds payable to Borrovers are hereby assigned and shall be paid to Lender for application to the sums accured by the security instrument, with the excess, if any, paid to Borrower.
C. Lender's Prior Consent. Borrower shall not, elect after notice to Lender and with Lender's prior written consent, partition of subdivide the
Property or consent to:
(1) the abandonment or termenation of the Condominium Project, except for abandonment or termination provided by law in the case of substantial
destruction by fire or other casualty or in the case of a taking or condemnation
or eminent domain;
(iii) any material amendment to the declaration, by-laws or code of

regulations of the Owner's Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(111) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project

Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

In Witness Whereof, Borrower has excuted this Condominium Rider.

Borrower LENA BRISKOVIC

This rior is attached to are made part if a certain mortgage dated

JANUARY 25, 1989 between GreatAmerican Federal Savings and Loan Association and

PAUL BRISKOVIC AND LENA BRISKOVIC, MARRIED TO EACH OTHER AND ANTON BRISKOVIC AND PACKA BRISKOVIC

The mortgagor shall promptly deliver to the mortgagee a true and full copy of each and every
notice of default received by the mortgagor with respect to any obligation of the mortgagor
under the provisions of the Condominium Property Act of the State of Illinois (the "Condominium
Property Act"), the Declaration of Condominium Ownership of LAKE SHORE TERRACE CONDOMINIUMS

(the "Declaration"), the Rules and Regulations adopted by the Board of Mangers (the "Rules and Regulations"), or the By-laws of any corporation created to facilitate the administration and operation of LAKE SHORE TERRACE CONDOMINIUM (the "By-Laws"). The mortgagor shall not, except

with the prior written consent of the mortgagee (a) institute any action or proceeding for partition of the property of which the mortgaged premises are a part; (b) vote for or consent to any modification of, amendment to or relaxation in the enforcement of any provision of the Declaration or By-Laws; and (c) in the event of damage to or destruction of the property of which the mortgage premises are a part, vote in opposition to a motion to repair, or rebuild. In each and every case in which, under the provisions of the Declaration, the By-Laws or the Condominium Property Act, the unanimous consent or the unanimous vote of the owners of units is required, the mortgagor shall not so vote or give such consent without, in each and every case, the prior written consent of the mortgagee. It shall constitute a default under this mortgage entiting the mortgagee at its option to accelerate the entire unpaid balance of the indebtedness secured hereby if the Board of Managers or any association of unit owners caused to be incoorporated by the Board of Managers pursuant to the Declaration (the "Owners" Association") fails or refuses to maintain in full force and effect a policy or policies of fire insurance, with extended coverage vandalism and malicious mischief endorsements, for the full insurable replace went value of the common elements, and having firm or contingent or conditional endorsements covering the replacement value of the units to provide for restoration thereof to enantable condition in the event of damage. Such policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the members of the Board of Managers, as Trustees for such of the unit owners in the percentages established in the Declaration, and to the respective mortgagees of the unit owners, as their interest may appear. Said policy or policies shall provide for separate protection for each unit and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof, and with a separate loss payable endersement in favor of the mortgages or the mortgagees of each unit. Such policy or policies shall permit the waiver of subrogation and shall provide that the insurance company or compaines : "11 look to the Board of Managers, the Owners" Association, or any unit owner for the recovery of any loss under said policy or policies. Such policy or policies shall not be cancellable except after ten (10) days written notice to the mortgagee and a copy or a duplicate of such policy or policies shall be deposited with the mortgagee with evidence of the payment or primiums and with renewal policies to be deposited with the mortgagee not later than ten (10) days prior to the expiration of existing policies. In the event that the policy or policies of insurance maintained by the Board of Managers, or the Owners' Association, insures the more gaged premises only on a contingent or conditional basis which requires the individual unit owner to provide his own insurance on his unit, then the mortgagor shall furnish to the mortgagee ar original policy of fire insurance with extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the mortgaged premises to the satisfaction of the mortgagee. Anything hereinabove to the contrary notwithstanding, in the event the loard of Managers, or the Owner' Association, or the mortgagor fails or refuses to provide insurance coverage as above provided, the mortgagee at its election may take out fire insurance with attended coverage, vandalism and malicious mischief endorsements, covering the mortgaged premise for its benefit as mortgagee and may add the premium therefore to the unpaid balance of the indebtedness secured hereby. In the event that the Board of Managers, or the Owners' Association, does furnish insurance on the entire building and the mortgaged premises as above and fried and in the event of damage to or destruction of the building or any part thereof or or the mortgaged premises the mortgagee shall, if the proceeds of insurance collectible by the Board of Managers, or the Owners' Association, are sufficient to repair or restore the building permit the proceeds of such insurance affecting the mortgaged premises to be disbursed by the Board proceeds of such insurance affecting the mortgaged premises to be disbursed by the Board of Managers, or the Owners' Association, for the purpose of repairing and restoring the damagers to the building.

The mortgagor shall promptly pay as the same become due and payable all payments to the maintenance and reserve funds and all assessments as required by the betterdood of the control of the mortgage receipts for all such payments, and in the event that the mortgagor fails to make such payments as the same become due and payable, the mortgages may form time to time at its option, but without any obligation so to do and without notice to or demand upon the mortgagor make such payments, and the same shall be added to the debt secured hereby and shall bear interest until repaid at the rate provided in said promissory note; provided, however, that the failure of the mortgagor to make any such payment to the maintenance fund or to exhibit such receipts shall, at the election of the mortgagee, constitute a breach of covenant under this mortgage entitling the mortgagee to accelerate the indebtedness secured hereby. The mortgagor shall fully and faithfully keep and perform each and every covenant, agreement and provision in the Declaration or By-Laws, and Rules and Regulations on the part of the mortgagor to be kept and performed, and in the event of the failure of the mortgagor so to do within a period of thirty (30) days after notice from either the Board of Managers or the Owners' Association or from the mortgagee, or in the case of any such default which

To the extent that the printed portion of this mortgage conflicts with the provisions contained in the Rider, the provisions of this Rider shall prevail. Notices may be mailed to GREATAMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION at 1001 Lake Street Oak Park, Illinois 60301.

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other Property of Coot County Clark's Office