## UNOFFICIAL COPY

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Clarks

\$15.25

T#4444 TRAN 5670 03/01/89 14:09:00 #9900 # D \*-89-091126

COOK COUNTY RECORDER

83091126

(Space Above This Line For Recording Data)

551461-7

## **MORTGAGE**

| THIS MORTGAGE ("Security Instrum<br>1989 The mozigagor isCleo.F Willacon                                     | ment") is given onFabruary23<br>married to Freeman Wilson                           |   |
|--|---|---|
| 19wa The movicagor iswww.reswaxwa  | ("Borrower"). This Security Instrument is   | given to  |
| Knutson Mortgage Corporation<br>under the laws of the state of Delaware<br>8400 Normanda e lake BlydBlooming |   | which is organized and existing                                   |
| under the laws of the state of Delaware  | and whose address is  |   |
| 8400 Normanda e lake BlvdBlooming  | ston. Minnesota 55437   | ("Lender").   |
| Borrower owes Lender he principal sum of .SEM<br>Dollar  | <b>PATY, ONE., THOUSAND, NINE. HUNDRED. and. I</b>                                  | NO/1.00   |
| dated the same date as this Serualty Instrument (  | ("Note"), which provides for monthly pay<br>2019                                    | ments, with the full debt, if not This Security Instrument        |
| secures to Lender: (a) the repayment of the deb<br>modifications: (b) the payment of all other sums.         | bt evidenced by the Note, with interest, as with interest, advanced under paragraph | nd all renewals, extensions and 7 to protect the security of this |
| Security Instrument; and (c) the performance of  | Borrower's covenants and agreements und   | er this Security Instrument and                                   |
| the Note. For this purpose, Borrower des hereb<br>located in   | by mortgage, grant and convey to Lender th  | ne tollowing described property                                   |

89091126

UNIT 2-N TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLENWOOD HOMES CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25192955, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 4: NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, 1/LINOIS.

COMMONLY KNOWN AS: 6571 N. GLENWOOD AVE. UNT 2-N, CHICAGO, ILLINOIS 60626

P.I.N. 11-32-318-015-1004. VOL. 507

500 MAIL

| which has the add          | tress of | 6571 N. G | lenwood A | lve Unit                                | 2-N    | Chicago |  |
|----------------------------|----------|-----------|-----------|---|--------|---------|--|
| Willelf Has the address of |          | [Stre     |           | • | [City] | •       |  |
| 60626                      | <b>`</b> |           | (HD       |   |        |         |  |

Illinois 60626 ("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.

K

Form 3014 12/83

SALOS SLOPE LINGS ON MORTGAGE CORPORATION SUITE LOS SUITES 103 SUITE LOS SUITES 103 SUIT

RETURN THIS INSTRUMENT TO:

Michelle M. Mautone Notery Public, State of Hilnois My Commission Expires 1/4/93 OLLICIVE SEVE.



25/p/1 Notary

| 1 // | expires | commission | λ |
|------|---------|------------|---|
|      |         |            |   |

Witness my hand and official seal.

| <b>6</b> .                             |                                 | Cleo F. Wilson married to Freema                                    |
|--|---------------------------------|---|
| 70                                     | nowledged before me this        | The foregoing instrument was ackr                                   |
| CVA.                                   |                                 |   |
| County as :                            | John .                          | State of 16 Green   |
|  | De                              | /   |
|  | (C)                             |   |
| TEACE EJOEAU                           | Bloomington, Mi                 | Lombard, Illinois 60148   |
|  | 8400 Mormandale                 | 100 West 22nd Street  |
| e Corporation                          | Anution Mortgag                 | Knutson Mortgage Corporation  |
| : of eine                              | metst2 xsT bna2                 | This instrument was drafted by :                                    |
| <b>3</b> 1                             | Betail Tite for Acknowledgment] | the payment of the debt secured,                                    |
| 39W01108                               | 101 62111                       | undertaking no personal responsib                                   |
| (Seal)                                 |                                 | herein to the lien of the Mortgag                                   |
| 11/6                                   |                                 | this Mortgage solely to subject t                                   |
| —Borrower                              | executingcleo Wilson            | I, Freeman Wilson , ar  |
| (500)                                  | W. Fred                         | C   |
|  |                                 | Instrument and in any rider(s) executed by Borr                     |
| covenants contained in this Security   | bis and agrees to the terms and | BY SIGNING BELOW, BOTCH accep                                       |
|  |                                 | Other(s) [specify]  |
| 1991                                   | Planned Unit Development Ri     | Graduated Laymont Rider   |
| 2-4 Family Rider                       | Condominium Rider               |   |
| ************************************** |                                 | Instrument. [Chec. applicable box(es)]                              |
|  |                                 | this Security firstrument, the covenants and agreements for single- |

23. Indice to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

receiver's bonds and reasonable attorneys, fees, and then to the sums secuted by this Security instrument, the Property including those past due. Any tents 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 appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially

but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. 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 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; uniess 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 29. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-UNIFORM COVENAUTS Bortower and Lender further covenant and agree as follows:

UNIFORM COVENANTI. Bor ower and Lender covenant and agree as follows

1. Payment of Principal and Interest; Free yment and este 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 Funds 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 pryment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower 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 application as a credit grinst the sums secured by this Security Instrument.

3. Application of Fayments. Unless applicable law provides otherwise, all payments received by Lender under

paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain price of over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations is the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person 35 ed 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

receipts evidencing the payments.

Borrower shall promptly discharge and 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 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 lie i to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by 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 renewals. If Lender requires, Dorrower 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 Borrowick

Unless Lender and Borrower otherwise agree in writing, insurance proceeds mal, be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lenger'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 that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-Lay period will begin when the notice is given.

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

Instrument immediately prior to the acquisition.

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

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

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

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

requesting payment.
\* A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding septence. charge for purposes of the preceding sentence.

initials

JNOFFICIAL

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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: 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. 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 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Selutity 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 it is sold or transferred and Borrower is not a natural

Note are declared to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by 'cocray law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mote which can be given effect without the conflicting provision.

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

71 dqanganaq permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of 13. Legislation Affecting Lender's Rights. If enact of appropriation of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unconfectable 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 may require

partial prepayment without any prepayment charge under the No. permitted limits will be refunded to Borrower. Lender n ay choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower, it a refund reduces principal, the reduction will be treated as a 12. Loan Charges. If the loan secured by inis 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 charge shall be reduced by the amount connection with the loan exceed the permitted limits, thin: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the exceeded necessary to reduce the charge to the permitted limit; and (c) any such as stready collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (d) any such as the second of the permitted limits will by refunded to Borrower I specially approach to make the charge the permitted limits will by refunded to Borrower I specially approach to make the charge the permitted limits will be refunded to Borrower I specially approach to make the charge the charge the permitted limits will be refunded to Borrower I specially approach to make the charge the charge the permitted limits will be refunded to Borrower I specially approach to make the charge the charge the permitted limits will be refunded to Borrower I specially approach to make the charge the charg

that Borrower's consent.

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 interest in the Propert; unlier the terms of this Security Instrument; (b) is not personally obligated to pay shall not be a waiver of or preclude the exercise of any right or remedy.

It. Successors and Ass., as Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall but any bear of persons and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenant and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument out does not execute the hote. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower has been and convey and paragraph.

by the original Borrower or Merrower's successors in interest. Any forbearance by Lender in exercising any right or remedy 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 maily amortization of the sums secured by this Security Instrument by reason of any demand made modification of amortization of the sums secuted by this Security Instrument granted by Lender to any successor in

10. Berranger Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the Lie date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Univer Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

neworned or bing 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 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 same and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Botrower's and Lender's written agreement or applicable law.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

## ONIOMINIAN RIBERT

| THIS CONDOMINIUM RIDER is made this   | 23rd day o                                    | f February                | 19 89                                   |
|---|---|---------------------------|---|
| and is incorporated into and shall be deemed to an                                    | nend and supplement th                        | ie Mortgage, Deed o       | of Trust or Security Deed (the          |
| "Security Instrument") of the same date given by the Knutson Montgage Componation     |   |                           | (the "Lender")                          |
| of the same date and covering the Property describe 6571 N. Glenwood Ave Unit 2-N, Ch | ed in the Security Instru<br>nicago, Illinois | ment and located at 60626 | :                                       |
|   | [Property Address]                            |                           |   |
| The Property includes a unit in, together with an                                     | undivided interest in the                     | he common elemen          | ts of, a condominium project            |
| known as:<br>Glenwood Homes   |   |                           | *************************************** |
|   | ame of Condominium Project                    |                           |   |
| (the "Condominium Project"). If the owners ass  | ociation or other entity                      | which acts for the        | e 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 Constituen. Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" point on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage" then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation are 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 prompt notice of any lapse in required hazard insurance coverage.

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

C. Public Liability Insurance. Borrower shall aske such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accoptable in form, amount, and extent of coverage to Lender.

- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or an / p irt of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are nersoy assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Institute at 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 Condominium Project except 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 in the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-mana gement of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability incurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall 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.

This instrument was drafted by : Knutson Mortgage Corporation 100 West 22nd Street Lombard, Illinois 60148

Freeman Wilson

am executing this Mortgage solely to subject the property herein to the lien of the Mortgage. undertaking no personal responsibility for

the payment of the debt secured hereby.

ΠK

## **UNOFFICIAL COPY**

Property of Coot County Clert's Office