THIS INSTRUMENT WAS PREPARED BY: KIMBERLY HOSKINS

One North Dearborn Street

Chicago, Illinois 60602

CITICORP**©** SAVINGS'

MORTGAGE

ON COURTY, ILLINOIS

3

89365022

Corporate Office

One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

LOAN NUMBER: 010024377

\$16.00

THIS MORTGAGE ("Security Instrument") is given on August 3 1989 . The mertgagor is (ROBERT D KASSNEL A BACHELOR, AND VINCENT L CYBORAN A BACHELOR

("Borrower") This Security Instrument is given to Citicorp Savings of Illinois. A Federal Savings and Loan Association, which is organized and existing inder the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrowar cives Lender the principal sum of ONE HUNDRED SEVENTY EIGHT THOUSAND FOUR Dollars(U.S.\$178,400.00 HUNDRED AND 00/100----1. This debt is evidenced by Borrower's note dated the came date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and parable on September 1, 2004

This Security Instrument secures to Lender. (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Forrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mount and convey to Lender the following described property located County, Illinois: COOK

SEE ATTACHED RIDER

14-33-316-015 14-23-316-016 14-33-316-017 TAX ID#: 14-33-316-014 14-33-316-018 14-33-316-019 14-33-316-021 14-33-316-021 14-33-316-022 14-33-316-023 14-33-316-024 14-33-316-025 14-33-316-026 14-33-316-027 14-33-316-028 14-33-316-029 14-33-316-030 16-33-316-031 14-33-316-032 Clert's Office 14-33-316-033

which has the address of

1635 VINE

(Streat)

CHICAGO

[City]

Hinois

60614

("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 used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

rnat part of the following two parcels of land taken as a single tract to with OFFICIAL COPY

Lots 28, 29, 30, 31, 40, 41 and 42 in the Subdivision of the East Half of Lots 2, 3 and (except the South 82 feet of the East 100 feet) of Lot 4 in Block 1 in Sheffield's Addition to Chicago in the West Half of the South West Quarter of Section 33, Township 40 North, Range 14 East, of the Third Principal Meridian, in Cook County, Illinois

And

Lots 5 to 20, both inclusive, (except the part of said Lots 5 to 20 described as follows:

Commencing at the South West Corner of said Lot 5; thonce East along the South Line of said Lot 5, a distance of 88.43 feet to a corner of said Lot 5; thence North Easterly along the South Easterly Line of said Lot 5, a distance of 14.10 feet to the East Line of said Lot 5; thence North along the East Line of said Lots 5 to 20 to the North East corner of said Lot 20; thence West along the North Line of said Lot 20 to a Line 1 foot West of and parallel with the said East Line of Lot 20; thence South along a Line 1 foot West of and parallel with the East Line of said Lots 5 to 20 to a Line 1 foot North Westerly of and parallel with the said South Easterly Line of Lot 5; thence South Westerly along said Line 1 foot North Westerly of and parallel with the faid South Easterly Line of Lot 5 to a Line 1 foot North of and parallel with the South Line of said Lot 5; thence West along said line 1 foot North of and parallel with the South Line of said lot 5 to the West Line of said Lot 5; thence South along said West Line of Lot 5 to the point of beginning) in the Subdivision of Lot 6 and the East 23 feet of Lot 7 in Block 1 in Sheffield's Addition to Chicago in the West Half of the South West Quarter of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point 279.53 feet South and 12.19 feet East of the Northwest Corner of said hereinafter described tract of land, as measured along the West Line of said tract and along a line at right angles thereto, (said West Line having an assumed bearing of due North for this Legal Description); thence North 90 degrees East, 25.51 feet; thence due North, 0.35 feet; thence North 90 degrees East, 16.40 feet; thence due South, 16.83 feet; thence Routh 90 degrees East, 16.40 feet; thence due South, 16.83 feet; thence Bouth 90 degrees West, 40.89 feet; thence due Morth, 15.95 feet; thence South 90 degrees West, 1.08 feet; thence due North, 0.58 feet to the place of beginning, all in Cook County Illinois.

Mortgagor also hereby grants to the Mortgages, its successors or assigns as easements appurtenant to the above describe(raal estate, the easements set forth in the Declaration of Coverants, Easements and Restrictions dated January 1, 1978 and recorded January 25, 1978 in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 24301534 and filed for record January 26, 1978 in the Office of the Registrar of Torrans Titles, Cook County, Illinois as Document No. LR 2996071, and Grantor makes this conveyance subject the the ensements and agreements reserved for the benefit of adjoining parcels and agreements

reserved for the banefit of adjoining parcels and agreements which is incorporated herein by reference thereto for the benefit of the real estate above described and adjoining parcels.

14-33-316-019 14-33-316-020 14-33-316-021 14-33-316-022 14-33-316-023 14-33-316-024 14-33-316-025 14-33-316-026 14-33-316-027 14-33-316-028 14-33-316-029 14-33-316-030 14-33-316-031 14-33-316-032 14-33-316-030 14-33-316-031 14-33-316-032 14-33-316-031 14-33-316-032 14-33-316-030 14-33-316-031 14-33-316-032 14-33-316-031 14-33-316-032 14-33-316-031 14-33-316-032 14-33-316-031 14-33-316-031 14-33-316-032 14-33-316-031 14-33-316-032 14-33-316-031 14-33-316-031 14-33-316-031 14-33-316-031 14-33-316-032 14-33-316-031 14-33-316-03

AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, COND-TIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED THIS SERVICE DAY OF AUGUST 1989, A.D.

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Berrower 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 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 and the purpose for which each debit to the funds was made, 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 excrow items, shall exceed the amount required to pay the excrow 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 Len't sufficient to pay the excrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If under prograph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a credit against the sums secured by this Security Instrument.

- 3. Application of Paymer is Daless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to are 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 sha', p. y all taxes, assessments, charges, tines and impositions attributable to the Property which may attain priority over this Security astrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragram. ', or if net paid in that manner, Borrower shall pay them on time directly to the person used payment. Borrower shall pramptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, we rower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lieux. It is has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by P.a. ion in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, ic ad proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Propert, or 'c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority 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. Horrower shall keep the improvements ; ay existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" at I 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 Londer and shall in Jude a standard mortgage chause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall pre-inputly give to Londer all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice ω are insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be w_x find to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not be seened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceed: 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 reclaim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to possess secured by Security Instrument, whether or not then due. The 30-day period will begin when the notice is given

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal 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 it is a 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 Lander'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 fien 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 Londer to Borrower requesting payment.

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 entires upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess unid to Borrower. In the event of a partial taking of the Property, unless Borrower and Londer 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 authorized to collect and apply the process, 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 dra date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrowar Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of a nortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrowe 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 mor. 'y amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Do Aver's successors in interest. Any forebearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 11. Successors and Assig to Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind an Exenefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants are agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (r) is co-signing this Security Instrument only to mortgage, grant and convey 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 3-curity Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that me interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, th.m: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sams already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may no se 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 Notes.
- 13. Legislation Affecting Lender's Rights. If enactment or e piration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforce able 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 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 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 price to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by tatice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Under when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal by wand 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 the 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 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 Borower. 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, required immediate payment in full of all sams 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.

16. 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 judgement 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 not 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 the paragraphs 13 or 17. NOFFICIAL, GOPY Loan Number: 010024377

NON-UNIFORM COVENANTS. Borrowur and Lunder further covenant and agree as follows:

Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise.) The notice shall specify: (a) the detault; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrowar of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other detense of Borrower to acceleration and foreclosure. If the default is not cured on or boloro the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Socurity Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable atterneys' less and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any roots collected by Londer 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 less, promiums on receiver's bonds and reasonable

attorneys' lees, and then to the sums secured by this Security Instrument.

21. Roleaso. Upon paymont of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waver of Homestead. Borrower waves all right of homestead exemption in the Property.

23. Ridges to this Security Instrument. If one or more ridges are executed by Borrower and recorded together with this Sucurity Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)}

<u></u>	Adjustable Rate Ricar	₹ Coudou	ninium Rider	2-4 Family Ride	ar
	Graduated Payment Hider	,	I Unit Development Rider	E-4 / Grimy Prior	,
	·) Figures	Onit Development Hider		
لمسا	Other(s) [specify]				
	SEE RIDE	rs a tal hed here:	to and made a part h	EREOF	
			erms and covenants contained	in this Security Instrument a	ind in any
UCOLLAL CHOC	cuted by Berrower and record	ed with it.	11 + 11) , .	
Kol	set D. La	sane I	(west cx. (egbran	
ROBERT	D K assne l	Borroy at	VINCENT L CYBORA	N	Borrower
			0/.		
			46		
		·Borrower		•	Borrower
STATE DE	ILLINOIS,	Cook	County as:		
STATE OF	nenvoid,		County 33		
I,		NDERSIGNED		alic in and for said county and	j slato, do
horoby certi	ty that ROBERT D KA	SSNEL A BACHELOR	, AND VINCENT L CYBO	RYIA PACHELOR	
				$O_{\mathcal{C}}$	
		-	me to be the same Person(s)		
			r this day in person, and acki , free and voluntary act, for th		
-				1	901 101111.
	n under my hand and off	icial soal, this	uay or Hug	<u> 1989</u>	
My Conimi	SIGH OXPIP OFFICIAL STAL		• • • • • • • • • • • • • • • • • • • •	F.1	
	Kathy Becker Notary Public, State of title	· a }	Keary Re	el	
	My Commission Empirer 12/12	;;)	Notary	Public	
!	haring and annual		umant for Loreke and Dorontes		

UNOFFICIAL COPY

CONDOMINIUM RIDER

CITICORP SAVINGS"

Loan Number: 010024377

Corporate Office One South Dearborn Street Chicago, Winois 60603 Telephone (1 312) 977-5000

THIS CONDOMINIUM RIDER is made this 3rd day of August 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 Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1635 VINE, CHICAGO, IL 60614

(Property Address)

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

1635 VINE 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.

CONDOMINITY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender funcial covenant and agree as follows:

- A. Condominium Coligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium 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" policy on the concominium 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 Unito in covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required covarion 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 inocceds 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 I strument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such retrins as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in ic.m. 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 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 Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) The abandonment or termination of the 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 if the provision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the lowners Association;
- or (iv) any action which would have the effect of rendering the public liability insurance coverarye 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.

-Bonowe

-Вопожо