-13-323A)

CHASE HOME MORTGAGE CORPORATION

4915 INDEPENDENCE PARKWAY TAMPA, FLORIDA 33634-7540 ATTN: POST CLOSING

1990 AUG 31 PM 2: 45

90426176

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BOX 333 - GG

[Space Above This Line For Recording Data] .

# 5222796

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 30TH The mortgagor is MARY ANN O'BOYLE, DIVORCED AND NOT SINCE REMARRIED

17.00

("Borrower"). This Sociality Instrument is given to CHASE HOME MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF DELAWARE 4915 INDEPENDENCE PAPKWAY, TAMPA, FLORIDA 33634-7540

. and whose address is

("Lender").

Borrower owes Lender the principal sum of THIRTY EIGHT THOUSAND AND NO / 100

38,000.00 Dollars (U.S. \$

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrum at "Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEM BEK 1, 2005.

This Security Instrument paid earlier, due and payable on secures to Lender: (a) the repayment of the ue's 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 Burry ar's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mentage, grant and convey to Lender the following described property

located in

County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION MADE A PART HERETO

PERMANENT TAX ID NUMBER OF PARCEL

The Control of the Co 14-21-101-034-1300

which has the address of

3950 NORTH LAKE SHORE DRIVE UNIT 1614C

**CHICAGO** 

Illinois

60613

("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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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CHASE HOME MORTGAGE CORPURATION 4915 INDEPENDENCE PARKWAY TAMPA, FLORIDA 33634-7540

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1950 NORTH LAKE SHORE DRIVE TOUT THAT [Svent]

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("Property Address");

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower. 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 applying the Funds, analyzing the account of verifying the excrow heris, timess Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. 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 sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender 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 shewing 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 r no int 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 Funcs held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount of the Fund's field by Lender is not sufficient to pay the escrow heirs when due, Bortower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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

3. Application of Paymints. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under pringraph 2; fourth, to interest due; and last, to principal due.

A Chargest Liens Borrowe, shall pay all taxes, assessments, charges, fines and impositions attributable to the

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority ove this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed 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 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) agrees in writing to the payment of the obligation secure, 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 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 of more of the actions set forth above within 10 days of the giving of notice. of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended co era e" 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, 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be replied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's lecurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the injurance 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 o repair or restore the Property or to pay sums secured by this Security Insurument, 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 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 autorney's 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 Londor 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.

Uniform Coursessis: Burrower and Lender concerns

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

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

The proceeds of any award or claim for damages, direct or consequential, in connection with 9. Condemnation. 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 seule 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 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 Let der and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the ductate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borr wer Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

modification of ar or ization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's hall 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 monity amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Sor ower's successors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or presume the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Piote: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property w der the terms 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 yith regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

If the loan secured by his Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender nun 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 No.e.

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

15. Governing Law; Severability. This Security Instrument shall be governed by fertural 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 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

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument, If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower.

(a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sams 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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8. Inspection. Locales of its agout may make conscinable energy agon and largewideness. shall give Boerower notice at the time of or griev lean inspection specifying redecemble cathering the large o

9. Condemnation: The proceeds of any award or china for steaders, there is exercised as any condemnation or other taking of any part of the Property or (in conveyances or then of any for assigned and shall be paid to Lender.

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10. Bogramer Not Released's Rochemonius By Leader Mot (Allieur ancrest of Sorrower shall not operate to release the lanethy of the original arrows of the lander shall not he required to consequence presentation of the original to the required to consequence presentation of the same sequent has an exercise to the original florrower or florrower's successors at matter. Any first the time to shall not be a waiver of or precinct the councies of not right or rangely.

11. Successors and Assigns Roundy Joint and besent the time to the councies of the successor to the councies of the counc and the state of animalization of the spines seemed by the statement productions,

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that Borrower's consent.

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19. 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 default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; 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 Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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 this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, 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 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 rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including but not limited to receiver's fees premiums on

receiver's bonds and reasonable attorneys' in 21. Release. Upon payment of a Instrument without charge to Borrower. But 22. Waver of Humestead. Borrower is security Instrument, the covenants and supplement the covenants and agreement instrument. [Check approach box(es)]	ces, and then to the all sums secured by rower shall pay any ower waives all right ment. If one or mo agreements of each	sums secured by this Securi this Security Instrument, I recordation costs. s of homestead exemption is re riders are executed by Bo a such rider shall be incorp	ty Instrument.  Lender shall release this Security  In the Property.  Irrower and recorded together with  porated into and shall amend and	y h
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BY SIGNING BELOW, Borro ner ac Instrument and in any rider(s) executed by F	or ower and records	to the terms and covens at with it.  May Chy ARY ANN OX OYLE	onts contained in this Security  (Seal	у )
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	pace Balow Thia Lins Fo	r Acknowledgment]	S Burtrus	-
STATE OF ILLINOIS, COOK  I, UL UNAIS	ngred	County ss:	in and for said county and state,	
do hereby certify that MARY ANN O'BO	$\mathcal{O}$	AND NOT SINCE REMA	ARRIED	
	, personally kno	wn to me to be the same per	rson(s) whose name(s) 15	
subscribed to the foregoing instrument, appear	ared before me this d	ay in person, and acknowle	dged that SHE	
signed and delivered the said instrument as	HER	free and voluntary act, f	for the uses and purposes therein	
set forth.	2			
Given under my hand and official scal,	this 30 th	day of AUGUST	, 19 90.	
My Commission expires:  "OFFICIAL SEAL"  Clora B. Miller  Notary Public, State of Illinois		Motor Notar	Skil y Public	

Public, State of Illinois ◀ My Commission Expires 5/26/92 ▶

19. Acceleration: Remedies, Leader about give native to 19 treath of any covernment or agreement in this groundly hadroners to the do the offering them, edition will be discounted entire by such although and an definifi; (e) a dute, not less than 30 days from the date the waife it effect in Conce and (d) than failure to can eithe default on or before the their space by a star somed by this Security instrument, becediment by judicial provediment, aloof  $oldsymbol{\mathsf{three}}$  . Here  $oldsymbol{\mathsf{chi}}$  is a constant alter accepted that and the choice  $oldsymbol{\mathsf{chi}}$ existence of a definit or any other defense of thirdwer to restricted to the bullet before the date specified in the ancies Leader in in applian may reason becomes a this Security Insurances without further demand and may located this Security Lender shall be entitled to collect all expenses incurred in pursuing the considire even idea or to but not limited to, reasonable attorneys! fees and caste of title evolunce.

20. Lender in Possession. Tipen academica and a paramaph (1) prior to thosospiration of any period of resignation folialisating policiful selection (a) inpointed receiver) shall be emitted to enter upon, take massession to tast more a time energy the Property including those past time, Any confected by Lander or the 25, over shell in costs of management of the Proporty and collection or rests, actaclay, but put there is receiver's bondy and responsible assentige? Reca, and then to the sorms a constitution of the sorms

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My Commission expires:

OFFICIAL SEALS Clora B. Miller Notary Public. State of Illinois My Commission Cypies 5/26/92 5.6.其中自治量等

## UNO FOR TOWN ROBERY

THIS CONDOMINIUM RIDER is made this 30TH day of AUGUST , 19 90 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 CHASE HOME MORTGAGE CORPORATION, A DELAWARE CORPORATION (the "Lender" of the same date and covering the Property described in the Security Instrument and located at:  3950 NORTH LAKE SHORE DRIVE UNIT 1614C, CHICAGO, ILLINOIS 60613  [Property Address]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium projection as:  3950 NORTH LAKE SHORE DRIVE 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 als 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 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 are, all dues and assessments imposed pursuant to the Constituent Documents.  B. Hazard Listenance. So long as the Owners Association maintains, with a generally accepted insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards simulated 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 he red insurance on the Property; and  (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.  Borrower shall give Lender prompt, wice 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 cleaners, 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 the such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy exceptable 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
or  (iv) any action which would have the effect of rendering the public liability instructe 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.  MARY ANN O'FOYLE  Gain
(Seal)

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PARCEL 1:
UNIT NUMBER 1614 IN 3950 NORTH LAKE SHORE DRIVE CONDOMINIUM AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATL
(HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF LOTS 10, 11, AND 12

IN CARSON AND CHYTRAUS ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 1 IN EQUITABLE TRUST COMPANY'S SUBDIVISION IN SECTION 21. TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LINE ESTABLISHED BY DECREE ENTERED ON SEPTEMBER 7, 1906, IN CASE NUMBER 274470, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTITLED CHARLES W. GORDON AND OTHERS AGAINST COMMISSIONERS OF LINCOLN PARK, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVENBER 30, 1954 AND KNOWN AS TRUST NUMBER 40420 RECORDED AS DOCUMENT 24014190 TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS. RECORDED APRIL 23, 1969 AS DOCUMENT 20820211 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 22719 AND EXCHANGE NATIONAL BANK OF CHICAGO TRUST 5174 FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THAT PART OF THE EAST 40 FEET OF VACATED FRONTIER AVENUE AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 20816906 LYING WEST OF LOTS 10, 11 AND 12 IN G CARSON AND CHYTRAUS ADMITION TO CHICAGO, AFORESAID WHICH, LIES NORTH OF THE SOUTH LINE OF LOT YO ENTENDED WEST AND LIES SOUTH OF THE NORTH LINE OF LOT 12 EXTENDED WEST, IN COOK COUNTY, 1440 NO.85.

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