UNOFFICIAL COPY. PREPARED BY: LAURIE DE ROSE CHICAGO, IL 60603

1990 NGV -5 PH 12: 14

\$3539754

RECORD AND RETURN TO: CITIBANK, FEDERAL SAVINGS BANK **BOX 165**

90539754

MORTGAGE

(Space Above Inis Line for Recording Data)___

010043108

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 2 1990 The mortgagor is RUSSELL J. CENKO, MARRIED TO DEBORAH CENKO** \$18.00

("Borrower"). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK

which is organized and existing under the laws of

UNITED STATES OF AMERICA, and whose address is 1 SOUTH DEARBORN CHICAGO, ILLINOIS 60603

("Lander").

Borrower owes Lend(rt) e principal sum of THIRTY EIGHT THOUSAND TWO HUNDRED AND NO/100

33,200.00 Dollars (U.S. \$). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2020. 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 protest the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Seasify Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois: 5-D1 IN THE RIDGEVIEW CONDOMINIUM OF HOMEWOOD, AS UNIT NO. DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: SEE ATTACHED RIDER FOR LEGAL OFSCRIPTION.

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS AS RIGHTS AND EASEMENT'S APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE I SUBJECT TO ALL RIGHTS, EASEMENTS, RESTLICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE THIS MORTGAGE IS PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

**DEBORAH CENKO IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD DIGHTS 29-32-406-044-1058

which has the address of 936 OLIVE ROAD-UNIT 1D (Street)

FOMEWOOD (CITY)

60453

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all ensements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and officialises now or hereafter a part of the property. All replacements and additions shall also be covered by this Security lawrument. 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.

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

1. PAYMENT of PRINCIPAL and INTEREST; PREPAYMENT and LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: ME-264 Rev 10/89 14664

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Form 3014 12/83 Amended 5/87 **DPS 420**

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 lessehold 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. 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 the 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 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 payment in tail of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. It ender paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the rate of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again it to sums secured by this Security Instrument.

3. APPLICATION of PAYMENT's. 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 stall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation 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 there payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which is oriority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lin 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 or no e 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, Borrower shall promptly give the 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 applied to extoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security 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 gaid 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-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 acquisiton 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 tien 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.

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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 not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by It Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

by tederal law as of the date of this Security instrument.

sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all s for all several described on transferred for it a beneficial inferest in Borrower is sold or transferred and Borrower is not a 17. TRANSFER of the PROPERTY of a BENEFICIAL INTEREST In BORROWER. If all or any part of the Property or any

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.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the

15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the in this paragraph.

provided for in this Security instrument shall be;demed to have been given to Borrower or Lender whon given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by and of beforeighed lists and on The horizon methons to eau seriupen was algebilded exellusing its print by the horizontal be directed to the horizontal print and the horiz 14. NOTICES. Any notice to Borrower provided for in this Security Instrument stall be given by delivering it or by

of paragraph 17. permitted by paragraph 19. If Lender exercises this option, Lender shall take the stepy-specified in the second paragraph may require immediate payment in full of all sums secured by this Security (net) ument and may invoke any remedies rendering any provision of the Note or this Security instrument unenforceable a secreting to its terms, Lender, at its option,

LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or excitation of applicable laws has the effect of partial prepayment without any prepayment charge under the Note.

under the Note or by making a direct payment to Borrower. It a refunc reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may choosa to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (b) any sims already collected from Borrower which exceeded connection with the loan exceed the permitted limits, then: (a) Iny such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interact or other loan charges collected or to be collected in 12. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

without that Borrower's consent.

to extend, modify, torbest or make any accommodation, with regard to the terms of this Security Instrument or the Mote. obligated to pay the sums secured by this Security (nstrument; and (c) agrees that Lender and any other Borrower may agree and convey that Bottower's interest in the Property under the terms of this Security Instrument; (b) is not personally this Security Instrument but does not execute this Note: (a) is co-signing this Security Instrument only to mortgage, grant provisions of paragraph 13. Borrower's rovanants and agreements shall be joint and several. Any Borrower who co-signs of this Security Instrument shall bind and senefit the successors and assigns of Lender and Borrower, subject to the

11. SUCCESSORS and ASSIGNS 201001 and SEVERAL LIABILITY; CO-signers. The covenants and agreements

shall not be a waiver of or practude the axercise of any right or remedy.

by the original Botrower or Borro ver's successors in interest. Any forbearance by Lender in exercising any right or remedy ebem brameb yns to noaser by framurizeri Ysiruse Security latin Security inem y tho noitssift one Y the security in the securi Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower star not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of amorization of the sums secured by this Security Instrument granted by Lender to any successor in

10. BORROWE! NOT RELEASED; FORBEARANCE BY LENDER NOT & WAIVER Extension of the time for payment of postpone the due date of the monthly payments referred to in paragraphs. I and 2 or change the amount of such payments.

Unless Lendin Ind Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums tech red 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 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 make

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security sesigned 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 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 shall terminates in accordance with Borrower's and Lender's written agreement or applicable law.

ensurant end required to maintain the insurance in effect until such time as the requirement for the insurance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower rednesting payment.

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

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However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security instrument, including, but not limited to, reasonable afterneys' fees; and (d) takes such action as Lender may occursed: (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums that be due under this Security Instrument and the Note had no acceleration this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period 18. BORROWER'S RIGHT to REINSTATE. If Borrower meets certain conditions, Borrower shall have the right to have

UNIT NO. 5-D1 IN THE RIDGEVIEW CONDOMINIUM OF HOMEWOOD, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN RIDGEVIEW APARTMENT SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM DC INTER

COOK COUNTY CLORAS OFFICE
TE DA RECORDED AS DOCUMENT 26882469 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

29-32-406-044-1058

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED NOVEMBER 2, 1990 A.D..

Proberty of Coot County Clert's Office

1-4 FAMILY RIDER

010043108

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 2ND day of NOVEMBER, 1990, and is incorpo	rated into
and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Securi	ty Instru-
ment") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CITIBANK, FEDERAL SAVINGS BANK	(the
"Lender") of the same date and covering the property described in the Security Instrument and located a 936 OLIVE ROAD-UNIT 1D, HOMEWOOD, ILLINOIS 60453	it:
ABODE DE LA PODECES	

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all 15 %, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASE'S Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower incorditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or render's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender, or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreen ent in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the tent fit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower; (i) all rence received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any content right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note of agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

RUSSELL J. CENKO GARDONE GEARD GARDONE GARDONE

Property of Cook County Clerk's Office

CONDOMINIUM RIDER 010043108

THIS CONDOMINIUM RIDER is made this 2ND day of NOVEMBER, 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 CITIBANK, FEDERAL SAVINGS BANK (the
"Lender") of the same date and covering the Property described in the Security Instrument and located at: 936 OLIVE ROAD-UNIT 1D, HOMEWOOD, ILLINOIS 60453
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: RIDGEVIEW CONDOMINIUM INAME 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 include Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominum 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 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 overage," 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 parent 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 notice of any tapse 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 at y 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 take such serions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

- D. Condemnation. The proceeds of any award or claim for dam ges, 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 a andonment 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 Cwaers Association; or (iv) any action which would have the effect of rendering the public liability insurance 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.

Russell J. Cerko (Seal)

AUSSELL J. GENKO Cerko, Ca. (Seal)

Acqueline Cerko, Ca. (Seal)

acqueline Jayant -BORROWER

MULTISTATE CONDOMINIUM RIDER - Single Family - FNMA / FHLMC UNIFORM INSTRUMENT

Property of Cook County Clerk's Office