THIS INSTRUMENT WAS PREPARED BY JILL CONRAD ONE SOUTH DEARBORN STREET CHICAGO, ILLINOIS 60603

Mortgage

CITICORP •

Corporate Office One South Dearborn Street Chicago Illinois 60603 felephone (1-312) 977-5000

LOAN NUMBER: 010031635

THIS MORTGAGE ("Security Instrument") is given on

JANUARY 31

A. T. G. F.

BOX 370

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JURGEN RENSMER, UNMARRIED, HAVING NEVER BEEN MARRIED

("Borrower"). This Security for rument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603 ("Lender"). Borrower ow's Londer the principal sum of FIFTY ONE THOUSAND TWO HUNDRED Dollars (US \$ 51,200.00). This debt is evidenced

by Borrower's note dated the same date is this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

FEBRUARY 1, 2020

This Socurity Instrument secures to Lender: (a) the payment of the debt evidenced by the Nete, with interest, and all renewals, extensions and modifications; (b) the payment of all other rums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance or Popower's covenants and agreements under the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, proof and coavey to Lender the following described property located in COOK.

UNIT 18-G IN 30 EAST ELM CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE.

LOTS 6 TO 9 IN SUBDIVISION OF SOUTH 1/2 OF ORIGINAL BLOCK 1 (EXCEPT THE WEST 132.5 FEET THEREOF) IN SUBDIVISION OF THE COMMISSIONERS OF ILLINOIS AND MICHIGAN CANAL OF SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS LOCUMENT NUMBER 25147097 AND AMENDED BY DOCUMENT, ILLINOIS AS LOCUMENT HITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. IN COOK COUNTY, ILLINOIS.

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 IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THORIGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

17-03-200-066-1104

which has the address of

30 EAST ELM-UNIT 18G, CHICAGO

Illinois

60611

C'Property Address");

(Zip Code

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appartenance 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 Proporty 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 exemants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

ILLINOIS - Surger Canaly - ENMA-FREMC OBJECTIVE INSTRUMENT

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Proberty of Coot County Clert's Office

Corporate Office One South Deathorn Strent SONINAS

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JURGEN RENSVER, UNMARRIED, HAVING NEVER BEEN MARRIED

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DE CLOPTS O

THE FOLLOWING DESCRIBED REAL ESTATE: UNIT 18-6 IN 30 EAST ELM CONDOMINIÚM AS DELINEATED ON A SURVEY OF

TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACAED AS EXHIBIT "A" TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE TULIN PRINCIPAL MERIDIAN, ITTINOIS VND WICHIEVN CVNVE OF SOUTH PRACTIONAL 1/4 OF SECTION 03, THE WEST 132.5 PRET THEREOF) IN SUBDIVISION BY THE COMMISSIONERS OF POUR 6 TO 9 IN SUBDIVISION OF SOUTH 1/2 OF ORIGINAL BLOCK 1 (EXCEPT

COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. 52141097 TOGETHER WITH ITS UNDIVIDED PERCENTACE INTEREST IN THE

EASEMENTS OF RECORD FOR THE REWEELT OF SAID PROPERTY. SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL CTAER RIGHTS AND REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY AND ASSIGNS AS RICHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MOPTGAGEE 1TS SUCCESSORS

PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AN LENGTH SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS PHOUGH THE COVENANTS, THIS MORTGAGE IS

17-03-200-066-1104

30 EAST ELM-UNIT 18G, CHICAGO

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and with defend Remorthly the title to the Property against all claims and demands, subject to any oreundarences of record KERDE REDGEORAN THE PROPOSTY AND THAT THE PROPOSTY IS UNDIGCORD, EXCEPT FOR CHERDINICES OF FOCORD. BORROWS WILLIAMS ROBROWER COVENAUTS that Berrower is lawfully sensod of the estate hereby conveyed and has the right to mortigage

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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 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 promiums; 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 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 sams second by this Security Instrument

If the argum of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow tems, 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 estricient to pay the escrow items when due, Borrower shall pay to Londer any amount necessary to make up the deficiency in or so more payments as required by Lender.

Upon payment in full of ill sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property of 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 Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late the ges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth to interest due; and last, to principal due.
- 4. Charges; Liens. Borrower shall pay oil taxes, assessments, charges, fines and impositions attributable to the Proporty which may attain priority over this Security Institute ent, 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 thom on time directly to the person owed payment. Borrower shall promptly far aish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower's fall promptly furnish to Lender receipts evidencing the payments.

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 secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, logal projectings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or expectings which in 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, Londer may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with 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 give 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 applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds and a applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the 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 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 logal 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 matrument, appearing in court, paying reasonable, attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so

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

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- If 4.7 nder required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall put 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 Board with motive 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 hou of condemnation, are hereby assigned and shall be plant to Lender.

In the event of a total taking of the Proporty, the proceeds shall be applied to the sums secured by this Security Instrument, a tather or not then due, with any excess paid to Borrower. In the event of a partial taking of the Proporty, unless Borrower and to identify of the Proporty, unless Borrower and to identify the otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds and typical to the following fraction, to the total amount of the sums secured immediately before the taking, divided by (b) the transmitted 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 Londer to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Londer within 30 days after the date the notice is given, Lender researcher, a it to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured to the Security Instrument, whether or not then due

tions. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone traction to the mount of such payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released: Forhearance By Lender Not a Waiver Extension of the time for payment or modification of covered strong of the sums a cined by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the indultry of the original Borrower or Borrower's successors in interest. Lender shall not be required to commonly proceedings and ust any successor in interest or refuse to extend time for payment or otherwise modify amortization of the same secured by the Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forhearance has bender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any count of conseds.
- 11. Successors and Assig is Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this security is trainent, builded and here in the successors and assigns of Lender and Porrower subject to the provisions of paragraph. The accessors and agreements of all be joint and asserted. Any Borrower who co-signs this Security Instrument but does not execute the Note have consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security matrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and recagness that Lender and any other Borrower may agree to extend, modify, forboar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loan Charges, if the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that has as finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then had any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and the any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower II a refund reduces principal, the reduction will be rested as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to it, terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may involve any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in this second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Socurity 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 is all be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any proceeding this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law: Severability. This Security Instrument shall be governed by fode, a 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 Very which can be given encet without the conflicting provision. To this end the provisions of this Security Instrument and the Note at 5 coursed to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security in strument.
- 17. Transfer of the Property or a Beneficial Interest in Borrowen if all or any part of the Property or any interest in it is said or transferred for it 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 all days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted to this Security Instrument without further notice or domand 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 have may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; care the 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, tender a 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 paragraphs 13 or 17

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### UNOFFICIAL CORN YUMPDER: 010031635

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

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of acceleration covenant or agreement in this Security Instrument that not prior to acceleration under par up aph (12 and 47 unless applicable  $\textbf{law provides otherwise}. \textbf{ The notice shall specify} \textbf{ (a) the default, (b) the action required to cure the default, (c) and (c) and (b) and (c) and (c)$ than 30 days from the date the notice is given to Borrower, by which the default must be cured, and at that the test and a second default on or before the date specified in the notice may result in acceleration of the area secured by the acceptance for indicated proceeding and sale of the Property. The notice shall be the union Between at the right to be a first and the first term of the property. acceleration and the right to assert in the foreclosure proceeding the non-existence of a definition are other detenses fillions as to acceleration and foreclosure. If the default is not cured on or before the date anested and be set as 1 cades at a septiment require immediate payment in full of all sums secured by this Security Instrument without further descind and may forcely a this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses, accurred in pursuing the remoder provided in this paragraph 19, including, but not limited to, reasonable attorney. Tees and costs of title explanes

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at the time pretexthe expiration of any period of redemption following judicial sale, Lender cospect on by agent or 6 (audio actival possessed accessed)shall be entitled to enter upon, take possession of and manage the Property and to collect the central of the Property in Sadar. those past due. Any rent crollected by Lender or the receiver shall be applied to it to par ment of the control of many control of the Property and collection of rents, including, but not limited to, receive belong promising on access of bond and torneys' fees, and then to the sums secured by this Security Instrument.

2). Release, Upon payment of all sums secured by this Security. In trument, Lender shall release the account. In trument, without charge to Borrower Borrower shall pay any recordation costs

22. Walver of Homestead, Borrower waives all right of homestead exemption in the Property

23. Riderate this Security Instrument. If one or more riders are executed by Borrower and recorded together with the

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AND MADE A PART HEREOF	
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DOM: 1165

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CONDOMINIUM RIDER
LOAN NUMBER: (1 003 635) FFICIAL COPY One South Dearborn Street

Chicago, illinois 60603 Telephone (1 312) 977-5000

Bonower

THIS CONDOMINIUM RIDER is made this 31ST day of **JANUARY** 19 .90 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Intrument") 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:

30 EAST ELM-UNIT 18G, CHICAGO, ILLINOIS

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

#### 30 EAST ELM CONDOMINIUM (Name of Condominum 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

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

- A. Condination 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 Condomissium Project; (ii) by-laws; (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when dur, all dues and assessments imposed pursuant to the Constituent Documents
- B. Hazard Incurance. 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 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 liazard 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 sociared coverage is provided by the Owners Association policy

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

- C. Public Liability Insurance. Borrower that take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy as cotable in form, amount, and extent of coverage to Lender
- D. Condemnation. The proceeds of any award or class 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, and believe assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security It is unrent as provided in Uniform Covenant 9
- E. Lender's Prior Consent. Borrower shall not, except filter 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 Condomin are Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casually or in the case of a taking by condemnation or eminent domain;
- any amendment to any provision of the Constituent Documents of the provision is for the express benefit of (ii) Lender;
  - (iii) termination of professional management and assumption of soffice nagoment of the Owners Association;
- (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 cue, then Lender may pay them Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borro ar 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 Borrov of Equesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Fider.

- Borrower

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or

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