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Notary Public	3		
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e me this day in person, and acknowledged that S he	ieni, appeared befor	murizai gaiogesiol o	subscribed to th
to me to be the same person(s) whose name(s)	, personally known	. •	
SPINSTER	C' SMIESEMSKI'	NARUS 1841 Y	do hereby certif
, a Motary Public in and (or aid county and state,	EMED	THE UNDERSI	' 1
County ss:	COOK	'SION	STATE OF ILLIN
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SUSAN C. SNIEZEWSKI -BOHOWSI	4		
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s to the terms and covenants contained in this Security Instrument	we seepts and agree	ING BELOW, Borro	BY SIGN
		(s) [sbecily]	Other
Juit Development Rider	Planned	usted Feyinent Rider	h
nium Rider 1—4 Family Rider	imobno X	TabiA कार्य श्रीविद्य	eu(bA 🔲
strument as if the rider(s) were a part of this Security Instrument.	an Victurace sint to sina	le Jox(es)] Wenants and agreem	Supplement n/e*

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement if e overaging and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applical le ox(es)]

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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, including, but not limited to, receiver's fees, premiums 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' fees, and then to the sums secured by this Security Instrument.

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

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 (he 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 existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its options may require immediate payment in full of all sums secured or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured 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 remediate payment in full of all sums secured by 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, and to ilmited 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 and to the default of the property of the say the payment of the property of the p

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach NON-UMFORM COVENAUTS: Borrower's breach

\$16.25

UNOFFICIAL COPY

90135875

turn to:

AMERICAN MORTGAGE & REAL ESTATE SERVICES 4830 NORTH HARLEM AVENUE HARWOOD HEIGHTS, IL 60656 Preparer's Name SUSAN A. VOGENTHALER

T\$7777 TRAN 1244 03/27/90 15:58:100 \$5001 + F *- 90-135875 COOK COUNTY RECORDER

DEPT-01 RECORDING

MORTGAGE

- [Space Above This Line For Recording Date] -

THIS MORTGAGE ("Security Instrument") is given on The morragor is SUSAN C. ENIZZEWSKI/A SPINSTER

MARCH 26th

("Borrower"). This S curity Instrument is given to AMERICAN MORTGAGE & REAL ESTATE SERVICES, INC.

which is organized and existing under the laws of THE STATE OF INDIANA

, and whose address is

4830 NORTH HARLEM AVERUE, HARWOOD HEIGHTS, IL 60656

("Lender").

Borrower owes Lender the principal sum of

FIFTY TWO THOUSAND AND 0/100

Dollars (U.S. \$ 52,000.00). 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 . This Security Instrument paid earlier, due and payable on 2005 APRIL lst secures to Lender: (a) the repayment of the delt videnced 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 Borrows's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, giant and convey to Lender the following described property COOK located in County, Illinois:

UNIT 2S IN CALIFORNIA MANOR CONDOMINIUM II PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE DECLARATION OF CONDOMINIUM CONTERSHIP AND PLAT OF SURVEY ATTACHED THERETO AS EXHIBIT B, RECORDED MARCH 9, 1990 AS DOCUMENT NO. 90107781 IN COOK COUNTY, ILLINOIS; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION.

PTI# 13-25-110-042

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ACSIGNS. AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESRIBED REAL EXTRACT, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN IT. DECLARATION OF CONDOMINIUM AFORESAID.

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

which has the address of 3100 NORTH CALIFORNIA AVENUE, UNIT #2S

CHICAGO .

Illinois

("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

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

-6F(IL) de9091

VMP MORTGAGE FORMS + (313)293 8100 + (800)521 7291

Amended 5/87

UNOFFICIAL OOPY 7

requesting payment.

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 inferest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, 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 and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's

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 Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leascholds. 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 leaschold, change the Property allow the Property to deteriorate or commit waste. If this Security Instrument is on a leaschold,

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princinal 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 it under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting the angle of the sums secured by this Security

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-d period will begin applied to the sums secured by this Security Instrument, whether or not then due, with any elect paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that localization has of the Property damaged, if the restoration or repair is economically feasible and Lend. 's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, it is is usuance proceeds shall be

shall have the right to hold the policies and renewals. If Lender requires, Borrower, "hall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give r ompt notice to the insurance carrier and 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair All insurance policies and renewals shall be acceptable to Lender and chall include a standard mortgage clause. Lender

WITHINGIA carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably 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 "extend 3d overage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and to the periods that Lender requires. The insurance

a notice identifying the lien. Borrower shall satisfy the lien or 1,tke one or more of the actions set forth above within 10 part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower 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 the Property; or (c) secures from the holder of the prevent the enforcement of the lien or forfeiture of the prevent the enforcement satisfactory to Lender subordinating it e it in to this Security Instrument. If Lender determines that any Borrower shall promptly discharge any tirn which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation of the obligation over this Security Instrument unless Borrower: (a)

evidencing the payments.

4. Charges, Liens, Borro, et shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority ever, this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the man are revoided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed prynicale. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower trake, these payments directly, Borrower shall promptly furnish to Lender receipts paid under the person owed prynicale.

Lender any amount of the runds 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 pay...or. in full 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, the later than immediately cited paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, the lime of application as a cradit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender at the Note; third, to amounts pays he under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges, Liens, Borro, et shall pay all taxes, assessments, charges, lines and impositions attributable to Lander de Charges, Liens, Borro, et shall pay all taxes, assessments, charges, lines and impositions attributable to Lander de Charges, Liens, Borro, et shall pay all taxes, assessments, charges, lines and impositions attributable to Lander de Charges, Liens, Borro, et shall pay all taxes, assessments, charges, lines and impositions attributable to Lander de Charges, Liens, Borro, et shall pay all taxes, assessments, charges, lines and impositions attributable to Lander de Charges, Liens and impositions attributable to Lander de Charges.

If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of 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 to the dates of the escrow items when due, the excess shall be the except the except of Funds are the except of Funds of Funds. annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds

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 service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting or state agency (including Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the flunds, 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 I ender the flunds and applicable law permits Lender to make such a charge. A charge assessed by I ender in continuous interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by I ender in continuous transfer and the flunds and applicable law permits Lender to make such a charge.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

leaschold 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. edual to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly

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 Lendet, Borrower shall pay to Lendet on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

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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.

 Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the

Property or to are jums secured by this Security Instrument, whether or not then due.

Unless Lende and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due due of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Net Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the rim, secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to releas. 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 modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bi up I: 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 r gree ments shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under 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 with e ard 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 law is finally interpreted so that the interect or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such for 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 may 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 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 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 manda. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lemer. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender uesignates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by feder it lay 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 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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UN CONTROLL FOR BY 7 5

THIS CONDOMINIUM RIDER is made this 26th day of MARCH , 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

AMERICAN MORTGAGE & REAL ESTATE SERVICES, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

3100 NORTH CALIFORNIA AVENUE, UNIT #25, CHICAGO, IL 60618

[Property Address]

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

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOM'SUM 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 due, at 'the sand 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 or 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," Page:
- (i) Lender waives the proves on in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard in Lance 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 my lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurable proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, my 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 actions 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 damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any payoff, the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby see gned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by faw in the case of substantial descruction by fire or other casualty or it is case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the ρ ovision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association
- (iv) any action which would have the effect of rendering the public liability insurance of verage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Larier 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 Condominum Rider.

	`	
SUSAN C. SNIEZEWSKI	rezo	-Borrowe
		(Sea)
		-Borrowe
		(Seal
		-Borrowe
		(Seal)
		-Borrowe
	(Sign	Original Only)

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

Form 3140 12/83

or

UNOFFICIAL COPY

Property of Cook County Clark's Office

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