

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$16.00  
#2222 TRAN 6321 05/18/90 09:36:00  
#839 # 5 \* -90-232295  
COOK COUNTY RECORDER

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 15  
1990. The mortgagor is Mildred S. Loewenherz, divorced, not since remarried  
("Borrower"). This Security Instrument is given to The First  
National Bank of Des Plaines and whose address is 701 Lee St., Des Plaines,  
Illinois 60016 ("Lender").  
Borrower owes Lender the principal sum of Fifty Five Thousand and no/100  
55,000.00 Dollars (U.S. \$ 55,000.00). 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  
paid earlier, due and payable on June 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 protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security 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:

Parcel I:

Unit 201 in the Jefferson Square Condominium, as delineated on a survey of the following described real estate:

Lot 12, except that part taken for street and all of Lots 13 and 14 in Block 2 in the Heart of Des Plaines, a  
subdivision of part of Section 17, Township 41 North, Range 12, East of the Third Principal Meridian, according  
to the plat thereof recorded in Book 5 of Plats, Page 37, in Cook County, Illinois

Also  
Lots 56, 57, and 58, except that part taken for street, in the subdivision of original Lots 11 to 30, inclusive,  
in the Original town of Rand, being a Subdivision of parts of Sections 16, 17, 20 and 21 in Township 41 North,  
Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Which survey is attached as Exhibit  
"A" to the Declaration of Condominium Ownership made by First National Bank of Des Plaines, as trustee, under  
Trust Agreement dated February 17, 1989 and known as Trust Number 20132013 recorded in the Office of the  
recorder of Deeds in Cook County, Illinois on November 17, 1989 as Document Number 89549394, together with a  
percentage of the common elements appurtenant to said unit as set forth in said Declaration, as amended from  
time to time, which percentage shall automatically change in accordance with amendments to said Declaration  
as same are files of record, pursuant to said Declaration and together with additional common elements as such  
amendments to said Declaration are filed of record in the percentages set forth in such amendments to said  
Declaration, which percentages shall automatically be deemed to be conveyed effective on the recording of such  
amended Declaration as though conveyed thereby.

Parcel II:

The exclusive right of use of limited common elements known as Garage Space G36 and Storage Space S2.

which has the address of 1470 Jefferson St. #201 Des Plaines  
60016 (City)  
Illinois 60016 ("Property Address")  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

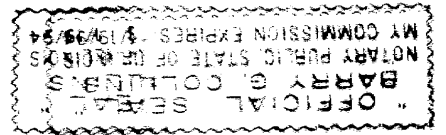
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with  
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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*Loewenherz*

(Space Below This Line Reserved For Lender and Recorder)



Given under my hand and official seal this 9th day of [Month] 2014. My Commission expires [Date]

I, [Notary Name], a Notary Public in and for said county and state, do hereby certify that [Borrower Name] personally known to me to be the same person(s) whose name(s) [Name] subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that [Name] signed and delivered the said instrument as [Name], free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, [County Name] County ss: [Signature]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- 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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]
- [ ] Adjustable Rate Rider
- [ ] Graduated Payment Rider
- [ ] Others [Specify]
- [X] Condominium Rider
- [ ] Planned Unit Development Rider
- [ ] 2-4 Family Rider

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Borrower shall pay any recordation costs.

21. Release. Lender shall be entitled to release the Property from its lien by recording a Release of Lien Instrument. Lender shall be entitled to release the Property from its lien by recording a Release of Lien Instrument. Lender shall be entitled to release the Property from its lien by recording a Release of Lien Instrument.

19. Acceleration. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law requires). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstatement after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default 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 and may foreclose this Security Instrument by judicial proceeding, without further demand and may foreclose this Security Instrument by judicial proceeding, collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, without limitation, the attorney's fees and costs of title evidence.

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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 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. 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 full of all 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 or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** 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 shall 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 obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) 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, 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 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 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 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 shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds 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 acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable 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 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.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 the sums secured by this Security Instrument, whether or not then due.

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

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amount of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or to extend time for payment or otherwise modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without Borrower's consent.

**11. 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 interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may 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.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the 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 regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. 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 interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may 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.

**14. Legislation Affecting Lender's Rights.** If enactment, at 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 15. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 15.

**15. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address designated by Borrower or Lender when given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**16. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**17. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note are declared to be severable.

**18. 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 for 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.

**19. 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 attorney's 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 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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Mildred S. Loewenthal  
*Mildred S. Loewenthal*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions set forth in the Condominium Rider to the Security Instrument. Lender and I agree to the terms of payment set forth in the Security Instrument. Lender under this paragraph shall have no additional liability to the Security Instrument. If Borrower does not pay, Condominium Rides and Assessments shall be the responsibility of the Owners Association (unacceptable to Lender).

(v) any action which would have the effect of removing, in whole or in part, the termination of professional management and assignment of the Owners Association of the Property or any provision of the Condominium Documents or the Condominium Documents shall be void and of no effect.

(vi) any amendment to any provision of the Condominium Documents or the Condominium Documents which would have the effect of removing, in whole or in part, the termination of professional management and assignment of the Owners Association of the Property or any provision of the Condominium Documents shall be void and of no effect.

(vii) the abandonment or termination of the Condominium Documents or the Condominium Documents shall be void and of no effect.

(viii) Lender's Prior Consent. Borrower shall not, except as provided in the Condominium Documents, take any action which would have the effect of removing, in whole or in part, the termination of professional management and assignment of the Owners Association of the Property or any provision of the Condominium Documents or the Condominium Documents.

(ix) Public Liability Insurance. Borrower shall take such actions as may be necessary to maintain in full force and effect a public liability insurance policy which shall provide for the payment of reasonable costs of defense and any amount of damages which may be awarded in any action brought against the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association.

(x) Hazard Insurance. The proceeds of any award of an insurance policy which shall provide for the payment of reasonable costs of defense and any amount of damages which may be awarded in any action brought against the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association shall be paid to Lender for application to the sums secured by the Security Instrument and any proceeds payable to the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association shall be paid to Lender.

(xi) Distribution of Proceeds. In the event of a distribution of the proceeds of any award of an insurance policy which shall provide for the payment of reasonable costs of defense and any amount of damages which may be awarded in any action brought against the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association, the proceeds shall be distributed to the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association in accordance with the terms of the policy.

(xii) Hazard Insurance. Lender warrants that the hazard insurance policy which shall provide for the payment of reasonable costs of defense and any amount of damages which may be awarded in any action brought against the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association shall be maintained in full force and effect during the term of the Security Instrument.

(xiii) Hazard Insurance. Lender warrants that the hazard insurance policy which shall provide for the payment of reasonable costs of defense and any amount of damages which may be awarded in any action brought against the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association shall be maintained in full force and effect during the term of the Security Instrument.

(xiv) Hazard Insurance. Lender warrants that the hazard insurance policy which shall provide for the payment of reasonable costs of defense and any amount of damages which may be awarded in any action brought against the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association shall be maintained in full force and effect during the term of the Security Instrument.

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(xvii) Hazard Insurance. Lender warrants that the hazard insurance policy which shall provide for the payment of reasonable costs of defense and any amount of damages which may be awarded in any action brought against the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association shall be maintained in full force and effect during the term of the Security Instrument.

(xviii) Hazard Insurance. Lender warrants that the hazard insurance policy which shall provide for the payment of reasonable costs of defense and any amount of damages which may be awarded in any action brought against the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association shall be maintained in full force and effect during the term of the Security Instrument.

(xix) Hazard Insurance. Lender warrants that the hazard insurance policy which shall provide for the payment of reasonable costs of defense and any amount of damages which may be awarded in any action brought against the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association shall be maintained in full force and effect during the term of the Security Instrument.

(xx) Hazard Insurance. Lender warrants that the hazard insurance policy which shall provide for the payment of reasonable costs of defense and any amount of damages which may be awarded in any action brought against the Borrower or any member of the Board of Directors of the Owners Association or any member of the Condominium Association shall be maintained in full force and effect during the term of the Security Instrument.

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Property of Cook County Clerk's Office

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