

185028 NW 202

MAIL TO

NORWEST MORTGAGE, INC.
CUSTOMER SERVICE LOAN DOCUMENTATION
1200 MIDWEST PLAZA EAST
800 MARQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402

COOK COUNTY, ILLINOIS

JUN 15 1990 PM 3:03

90291399

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[Space Above This Line For Recording Date]

ILFM

State of Illinois

MORTGAGE

FHA Case No.
131-6097010 734

THIS MORTGAGE ("Security Instrument") is made on JUNE 15TH, 1990
The Mortgagor is MARK M. LIVINGS, A SINGLE PERSON

whose address is 112 ELM TREE COURT W/PARENTS, ST. CHARLES, IL 60174
, ("Borrower"). This Security Instrument is given to
NORWEST MORTGAGE, (INC.)

which is organized and existing under the laws of THE STATE OF MINNESOTA, and whose
address is P.O. BOX 31728, CHARLOTTE, NC 28231
("Lender"). Borrower owes Lender the principal sum of
FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ *****57,250.00). 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
JULY 1ST, 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 6 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:

(SEE LEGAL DESCRIPTION ATTACHED) HERETO

PERMANENT TAX INDEX NUMBER: 17-09-410-014-1651

TAX STATEMENTS SHOULD BE SENT TO:
BARCLAYSAMERICAN/MORTGAGE CORPORATION, P.O. BOX 31728, CHARLOTTE, NC 28231
which has the address of 300 N. STATE STREET #3030, CHICAGO (Street, City),
Illinois 60610 (ZIP Code), ("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 seized 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.

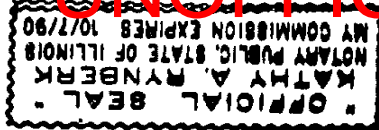
1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the
debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together
with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments
levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for
insurance required by paragraph 4.

Box #208

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UNOFFICIAL COPY



000080000
ROLLING MEADOWS, IL 600800000
SUIE 510
3601 ALGONQUIN ROAD
NORWEST MORTGAGE, INC.
This instrument was prepared by:

My Commission expires: 10/7/90
Given under my hand and official seal, this
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
signed and delivered the said instrument aHIS
, personally known to me to be the same person(s) whose name(s)
XKXHE free and voluntary act, for the uses and purposes therein set forth,
day of 15th 1990
Notary Public
Kathy A. Rynsberk

that MARK M. LIVING, A SINGLE PERSON
I, *KATHY A. RYNSBERK*
a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS, COOK County, IL

Page 4 of 4
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)
MARK M. LIVING, A SINGLE PERSON-Borrower (Seal)
Witness: *Mark M. Living*

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

- Condominium Rider
- Planned Unit Development Rider
- Adjustable Rate Rider
- Graduated Payment Rider
- Growing Equity Rider
- Other
- HUD/FHA SECURITY INSTRUMENT RIDER

Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. (Check applicable box(es))

- 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
 - 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- NON-INFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

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Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender did not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payment. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

- First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;
- Second, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note;
- Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.

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Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees: Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt. (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if: (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment; or (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if: (i) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower;

(ii) The credit of the purchaser or grantee has not been approved in accordance with the requirements of the Secretary; (iii) No Waiver. If circumstances occur that would waive Lender's rights with respect to subsequent events.

(c) No Waiver. Lender does not waive its rights with respect to subsequent events.

(d) Regulation of H.D. Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current, including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification or amortization 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest 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 of remedy shall not be a waiver of or preclude the exercise of any right of remedy.

12. Successors and Assigns Bound; Joint and Several Liability. (a) Successors. 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 9. b. Borrower's covenants and agreements shall be joint and several. (b) Borrower who co-signs this Security Instrument but does not execute the Note: (i) 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; (ii) 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 term of this Security Instrument or the Note without that Borrower's consent.

13. 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 address Lender designates 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.

14. 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 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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

18. Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

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

20. All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower;

21. The credit of the purchaser or grantee has not been approved in accordance with the requirements of the Secretary;

22. No Waiver. If circumstances occur that would waive Lender's rights with respect to subsequent events.

23. Regulation of H.D. Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

24. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current, including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding.

25. Successors and Assigns Bound; Joint and Several Liability. (a) Successors. 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 9. b. Borrower's covenants and agreements shall be joint and several. (b) Borrower who co-signs this Security Instrument but does not execute the Note: (i) 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; (ii) 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 term of this Security Instrument or the Note without that Borrower's consent.

26. 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 address Lender designates 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.

27. 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 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.

28. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

29. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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

31. Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 29.

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

33. All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower;

34. The credit of the purchaser or grantee has not been approved in accordance with the requirements of the Secretary;

35. No Waiver. If circumstances occur that would waive Lender's rights with respect to subsequent events.

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LEGAL DESCRIPTION

PARCEL 1:

UNIT NUMBER 3030, AS DELINEATED ON SURVEYS OF LOTS 1 AND 2 OF HARPER'S RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF A PART OF BLOCK 1 IN KINZIE'S THIRD PRINCIPAL MERIDIAN, AND OF A PART OF BLOCK 1 IN KINZIE'S THIRD ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CERTAIN VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, WHICH SURVEYS ARE ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY MARINA CITY CORPORATION, AND RECORDED DECEMBER 15, 1977 IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24238692 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), SITUATED IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SET FORTH IN OF CONDOMINIUM OWNERSHIP AFORESAID, RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238692 AND AS CREATED BY DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO BERNICE S. MOONEY RECORDED JANUARY 5, 1978 AS DOCUMENT NUMBER 24272641 FOR ACCESS, INGRESS AND EGRESS IN, OVER, UPON, ACROSS AND THROUGH THE COMMON ELEMENTS AS DEFINED THEREIN.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SET FORTH IN GRANTS AND RESERVATION OF EASEMENTS RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238691 AND AS CREATED BY DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO BERNICE S. MOONEY RECORDED JANUARY 5, 1978 AS DOCUMENT NUMBER 24272641 IN, OVER, UPON, ACROSS AND THROUGH LOBBIES, HALLWAYS, DRIVEWAYS, PASSAGEWAYS, STAIRS, CORRIDORS, ELEVATORS AND ELEVATOR SHAFTS LOCATED UPON THOSE PARTS OF LOTS 3 AND 4 IN HARPER'S RESUBDIVISION AFORESAID DESIGNATED AS EXCLUSIVE EASEMENT AREAS AND COMMON EASEMENT AREAS, FOR INGRESS AND EGRESS, AND ALSO IN AND TO STRUCTURAL MEMBERS, FOOTINGS, BRACES, CAISSONS, FOUNDATIONS, COLUMNS AND BUILDING CORES, SITUATED ON LOTS 3 AND 4 AFORESAID FOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT TAX I.D. NO: 17-09-410-014-1651

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FHA Case No. 131-6097010-734 FHAC

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15TH day of JUNE, 19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to NORWEST MORTGAGE, INC.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

300 N. STATE STREET #3030, CHICAGO, IL 60610 (Property Address)

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

{Name of Condominium Project}

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("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. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary of State; (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under this Paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
C. If Borrower does not pay condominium dues and assessments, when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Signature of Mark M. Livings, A SINGLE PERSON (Seal)

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

[Space Below This Line Reserved for Acknowledgment]

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RIDER TO MORTGAGE

FROM

MARK M. LIVINGS, A SINGLE PERSON

TO

NORWEST MORTGAGE, INC.

R E S O L U T I O N O F I N C O N S I S T E N C Y

1. If this Mortgage and Note be insured under Section 234(c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this Mortgage and Note which are inconsistent with said section of the National Housing Act or Regulations are hereby amended to conform thereto.
2. Failure of the mortgagor to pay the mortgagor's share of the common expenses or assessments and charges imposed by the Association as provided for in the instruments establishing the Association shall constitute a default under the provisions of 234(c) of the Housing Act and result in a lien on the individual unit that will be subordinate to the first mortgage.

90291399

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9 0 2 9 1 3 HUD/FHA Security
Instrument Rider

This Rider made this 15TH day of JUNE
amends that certain Security Instrument of even date herewith between

1990, modifies and

MARK M. LIVINGS
applicable, and
as (Beneficiary), or (Lender) as follows: NORWEST MORTGAGE, INC.

(Borrowers),
as (Trustee), if

The following paragraph is in substitution and in lieu of paragraph 9(b) of the Security Instrument:

9(b) Sale Without Credit Approval.

Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(I) All or part of the Property is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(II) The Property is not occupied by the purchaser or grantee as his or her primary or secondary residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

Except as modified herein the Security instrument referenced above is and shall remain in full force and effect.

Borrower MARK M. LIVINGS, A SINGLE PERSON

Borrower

Borrower

Borrower

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