

# UNOFFICIAL COPY

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DEPT OF RECORDING \$13.00  
14444 09/23/91 05162160  
REC'D ID # 91-92873  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 7, 1991. The mortgagor is Burton Bitton and Pauline Bitton, his wife ("Borrower"). This Security Instrument is given to Fidelity Federal Savings Bank, which is organized and existing under the laws of the United States of America, and whose address is 5455 W. Belmont Ave., Chicago, Illinois 60641 ("Lender"). Borrower owes Lender the principal sum of Eight Thousand Dollars and 00/100

Dollars U.S. \$8,000.00. 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 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (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

County, Illinois, Unit 2-W as delineated on the survey of South 56.25 feet of North 281.25 feet of Lot 26 to 40 inclusive, taken as a tract, in Block 2 in North Side Realty, Cemetery Subdivision, Subdivision in the Northeast 1/4 of the Southeast 1/4 of Section 26, Township 47 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit A to Declaration made by LaSalle National Bank, as trustee under its trustee numbers 21834 and 21535 as recorded in the Office of the Recorder of Cook County, Illinois as Document Number 13-227-661; together with an undivided 25 percent interest in said South 56.25 feet of the North 281.25 feet of said Lots 26 to 40, excepting all the land, property and space known as Units 1-E, 1-w, 2-E and 2-w inclusive, as said units are delineated in said Survey.

## THIS IS A JUNIOR MORTGAGE

P.I.N.: 10 23 404 081 1004

which has the address of 8320 N. Christiana, Unit 2w  
Street  
Illinois 60076 Zip Code

Exhibit  
10

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

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—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Product 44713

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**5. Handout of Property Insurance.** Borrowers 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, including flood if flooding, as which lender requires insurance. This insurance shall be maintained in the amounts and for the periods the lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Borrowers shall promptly discharge any loan which has priority over this security instrument; (e) Borrowers in writing to the obligee or to the payee of the promissory note executed by the lessee in a manner acceptable to Lessor; (f) occurrences in good faith the lessor, or defrauds aggrieved claimants of the interest of the lessor in, legal proceedings which in the Lessor's opinion operate to prevent the continuance of the lease; or (g) securities from the holder of the lease in an agreement supplementary to Lessor's lease.

4. Charges; Losses. Borrower shall pay all losses, assessments, charges, taxes, and impositions attributable to the property which may attain priority over this Security Instrument, and keep said property clear of record costs, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in due course, Borrower shall pay them under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish each recipient evidence of payment.

3. Application of Payments. Unless otherwise specified, law provides a debt/sec., all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall agree to sell the Property, Lender, prior to the acquisition of title of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by this Security Instrument.

If the Friends held by Leader exceed the amount permitted to be held by applicable law, Leader shall account to Borrower for the excess funds in accordance with the regular terms of applicable law. If the amount of the funds held by Leader at any time is not sufficient to pay the accrued interest on the principal balance, Leader may so notify Borrower in writing, and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency.

The Funds shall be held in an institution which depends on a federal agency, metropolitan area, or including Leases, a Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow fees, Leader may not charge Borrower for holding and applying the Funds, similarly, notwithstanding Leases, Leader is such an institution which depends on a federal agency, metropolitan area, or

1. Payment of Premium and Interest; Preparation and Late Charges; Preparation and Late Interest; Premium 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 Interest; 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") for (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly household payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These amounts are called "Borrower Items." Lender may collect and hold Funds in an account not to exceed the maximum amount a Lender may require for Borrower's collection account under the Federal Reserve Note of 1974 as amended from time to time, 12 U.S.C. § 2801 et seq. ("RESPA").

**UNIFORM COVENANTS.** Borrower and Lender covenants and agree as follows:

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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 2, 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** 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 forfeiture 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.

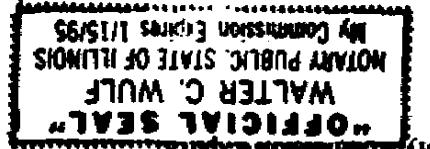
**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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100%

This instrument was prepared by Jane M. Lohrmann, 5455 W. Belmont Ave., Chicago, IL, 60641.



WALTER C. WULF  
(SEAL)

Witness my hand and official seal this 7th day of September 1991.

and deed and that they executed said instrument for the purposes and uses herein set forth.

Instrument, have executed same, and acknowledged said instrument to be true, free and voluntarily executed before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared before me and Myra Citron, his wife, undersigned.

COUNTY OF COOK SS: }  
STATE OF ILLINOIS }

ATTN: Jane M. Lohrmann

CHICAGO, IL, 60641  
5455 W. BELMONT AVE.  
FIDELITY FEDERAL SAVINGS BANK  
MAIL TO:

19-11187-4

Social Security Number 322-26-2822 - Borrower  
Hyrd Citron (Seal)  
Social Security Number 360-20-4124 - Borrower  
Burton Citron (Seal)

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

- Check applicable box(es)
- Adjusatble Rate Rider
  - Goodwill Rider
  - Grandparent Rider
  - Planned Unit Development Rider
  - Rate Improvement Rider
  - Second Home Rider
  - Balloon Rider
  - Biweekly Payment Rider

With this Security Instrument, the coverages and agreements of this Security Instrument as of the undersigned and supplemental documents and agreements of each such rider shall be incorporated into and shall supersede the coverages and agreements of this Security Instrument as of the undersigned.

2d. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall supersede the coverages and agreements of this Security Instrument as of the undersigned.

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**9. 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.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of 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 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.

**12. Successors and Assigns Bound; 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 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 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.

**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 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 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.

**15. 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.

**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

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22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower shall pay any recording costs.  
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument paragraph 21; including, but not limited to, reasonable attorney's fees and costs of title defense.  
by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in  
of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument  
is not cured on or before the date specified in the note, Lender is to option may require immediate payment in full  
ceding the non-existence of a default or any other defense of Borrower to accelerate and foreclose. If the default  
shall render Borrower of the right to remand after acceleration and the right to assert in the foreclosure pro-  
of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The note  
be cured; and (d) later failure to cure the default on or before the date specified in the note may result in acceleration  
default; (e) a date, not less than 30 days from the note is given to Borrower, by whom it is received unless applicable law  
provides otherwise. The note shall specify: (a) the date when under paragraph 17  
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's  
22. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
NON-LIENFORANT COVENANTS Borrower and Lender further covenant and agree as follows:

that relate to health, safety or environmental protection.  
used in this paragraph 20, "Environmental Law" means federal laws and laws of, state, local or  
peculiarities and herbicides, volatile solvents, materials containing asbestos, formaldehyde, and radioactive materials. As  
by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic  
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances  
Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.  
Environmental authority, that any removal of other remediation of any Hazardous Substances affecting the Property is necessary,  
any governmental or regulatory agency or party involving the Property and any Hazardous Substance or  
any normal residential uses and to maintenance of the Property.  
use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be apprehensive  
the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence,  
of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting  
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release  
The notice will also contain any other information required by applicable law.  
The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.  
Service, Borrower will be given written notice of the change in servitude with paragraph 14 above and applicable law.  
also may be one of more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan  
(known as the "Loan Servicer"), that collects monthly payments due under the Note and this Security Instrument. There  
Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity  
right to rescind the Note or a partial interest in the Note (together with this Security  
19. Sale of Note. Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security  
Instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this  
sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security in-  
require to assume that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay  
Instrument, including, but not limited to, reasonable attorney's fees; and (d) losses such action as Lender may reasonably  
ocurred; (b) causes any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security  
(a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had  
Security Instrument; or (b) entity of a judgment entitling this Security Instrument. Those conditions are that Borrower:  
as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this  
enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period  
18. Borrower's Right to Relocate. If Borrower meets certain conditions, Borrower shall have the right to have  
any remedies permitted by this Security Instrument without further notice or demand on Borrower.  
any Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke  
of not less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured  
by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration.  
If Lender exercises this option, Lender shall provide a period  
secured by this Security Instrument. However, this option shall not be exercised by Lender if notice is provided by federal  
person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums  
law as of the date of this Security Instrument.

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THIS CONDOMINIUM RIDER is made this 7th day of September, 1997,  
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  
Fidelity Federal Savings Bank, (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at  
8320 N. Christiana Road, Suite 200, Newark, DE 19713  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project  
known as  
3318-20 N. Christiana Condominium Association  
(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.

**CONDOMINIUM 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, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a  
"master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance  
coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within  
the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of  
the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property  
is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

**C. Public Liability Insurance.** Borrower 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 part of the Property, whether of the unit or of the common  
elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds  
shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**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 law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation  
or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit  
of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;  
or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by  
the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.  
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security  
Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date  
of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

2001-7-19  
"OFFICIAL SEAL"

WALTER C. WULF  
NOTARY PUBLIC STATE OF ILLINOIS  
My Commission Expires 1/15/95

Walter C. Wulf  
Borrower  
Myra C. Wulf  
Myra C. Wulf  
(Seal)  
Borrower