91570459

DEPT-01 RECORDING

\$15.50

T#5555 TRAN 1595 10/31/91 13:53:00

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COOK COUNTY MECORDER

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### MORTGAGE

THIS MORTGAC. ("Jecurity Instrument") is given on October 29, 1991. The mortgager is MARY L ALLEN ("Borrower"). This Security Fried instrument is given to FP-37 NATIONAL BANK, which is organized and existing under the laws of the United States of America, and whose address to 188 FIRST NATIONAL PLAZA, CHICAGO HEIGHTS, IL 60411 ("Lender"). Betrower owes Lender the principal sum of Thirty Technology & Worldown (V.S. \$30,600,60). 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 November 1, 2006. This Security Instrument secures to Lander. (a) the repayment of the sets evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of the sets evidenced 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 Lander the following described property period in COOK County, Illinois.

UNIT 36 TOGETHER WITH ITS UNDIVIDED PERCEY/AGE INTEREST IN COMMON ELEMENTS IN TIERRA GRANDE COURTS CONDOMINIUMS AS BELIMEATED AND DEFINED IN THE DECLARATION MECONDED AS DOCUMENT NO. 22260451, AS AMENDED FROM TIME TO TIME, IN THE MORTHEAST 1/4 OF SECTION 16, TOWNSHIP 36 KOVICH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, RAINOIS.

County

TAX NO. 31-10-200-089-1019

31570450

#### which has the address of 4116 W. 191ST PLACE #35, COUNTRY CLUB HILLS, Illinois 6047# 17 Property Address");

TOGETHER WITH all the improvements now or hernatter erected on the property, and all segments, 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 seised of the estate hereby conveyed and has the right to inortgage, grant and convey the **Property and that the Property is unencumbered, except for encumbrances of record.** Borrower warrants and will define generally the little to the **Property against all claims and demands, subject to any encumbrances of record.** 

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

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

- 1. Reyment 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lion on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in feu of the payment of mortgage insurance premiums. These items are called "Escrow Perms". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a foderally related

ILLINOIS-Single Family-Familie Mac/Freddle Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 5 pages)

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## UNO FINE FLIM (ALCRICAGE) PY

mortgage to an may require for Borrower's escrow account under the Toderal Real Estate Softlement Procedures Act of 1874 as annualed from time to term, 12 U.S.C. Session 2601 at seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an arrownt not to exceed the inseri amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of tunne Escrow Items or otherwise in accordance with applicable law.

The Funds shall be took in an inchinion whose deposits are insured by a federal agency, instrumentality, or entity (including Londer, if Londer is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds, and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an adequation to the provider of the pays and the lender 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. Borrower and Lender may egree in writing, however, that interest shall be paid 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 pleaded as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the recurrents of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may to writing Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the delicionicy. Borrower shall make up the delicionicy in no more than twister monthly payments, at Lender's sole discretion.

Upgn payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender paragraph 25. Lender of all acquire or ord the Property, Lender, pinor to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquiretion or sale accords against the sums secured by this Security Instrument.

- a. Application of Payments. Uses, applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the fibre, second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due, and light to any late charges due under the fibre.
- A. Charges: Lieurs. Borrower shall pay at large assessments, charges, times and impositions attributable to the Property which may attributed own the Security Instrument, and teacehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner. Borrower shall promptly himself to the person owed payment. Borrower shall promptly himself to Lender all reduces of arresents to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly himself to Lender receive the payments.

Borrower shall promptly discharge any lien which has pricity 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 lien, liended and the liender which in the Lender's opinion operate to prove a the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subsocializating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may after prove the Security Instrument, Lender may give Borrow a notice identifying the lien. Borrower shall satisfy the lien or take one or exceed if the actions self-forth above within 10 days of the giving of notice.

\$. Negard or Property Insurance. Borrower shall keep the emprovements now as any or hereafter erected on the Property insured against loss by this, hazards included within the term "extended coverage" and any other hazards, not iding floods or flooding, for which Lender requires insurance. This, insurance while he maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Britower subject to Lender's approval which shall not be unreasonably withheld. If Burrower lasts to maintain coverage described above, Lender in the Property in accordance with paragraph 7.

All insurance princies and reminals shall be acceptable to Lender and shall include a standard configage clause. Lender shall have the right to find the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of oad promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance causes and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unities Lender and Bortower otherwise agree in writing, insurance proceeds shall be applied to restorate n 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 funder's security would be tenserined, the insurance proceeds shall be applied to the sums secured by this Security in imment, whether or not then due, with any excess baild to 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 socured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is give.

Unlimit, Limbell and Borrowsi otherwise agree in writing, any application of proceeds to principal shall not extend or postporte the date of the meanthly payments, telesced to us paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrowsis's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquirection shall pass to Lender to the extent of the acquirection.

8. Quotapancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall obcome, unlastic the execution of the Security instrument and shall obtained to occupy the Property as Borrower's precipal residence for at least one year after the execution of this Security instrument and shall continue to occupy the Property as Borrower's precipal residence for at least one year after the date of occupancy, unloss Lender offerwise in which convent shall not be unloss precipally withhold or unloss extensioning circumstances and which are beyond Borrower's control. Borrower shall not demand which are interested in the Property to determine or commit waste on the Property. Borrower shall be in default if any otherwise maker or providing which civil or crimenal, is begun that in Lender's good faith judgment could result in forbiture of the Property or other material makers. 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 forbitured the Borrower's interest in the Property or other material impairment of the lien created by this Security instrument or Lender's security instrument.

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 Berrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Serrower shall comply with all the provisions of the lease. If Berrower 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 Lander's Rights in the Property. It Borrown tails to perform the covariants 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 fortesture or to enforce taws 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, those amounts shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage hav wice. If Lander required mortgage insurance as a condition of making the loan secured by the Security Instrument, Berrowin shall pay the premium, required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapsed 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 cold substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an affermatic mortgage insurance coverage is not available, Borrower shall pay to Londer each month a sum equal to one-twelfth of the yearty coldage insurance premium being paid by Borrower when the insurance coverage tapsed or consect to be in effect. Lander will accept, use and refain trivuely syments as a loss reserve in high of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender requires) provided by in 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 an longer than two requirement for mortgage or an accordance with any written agreement between Borrower and Lander or applicable.
- 9. Inspection. Lender or its agent may make it asonable entries upon and inspections of the Property. Lender shall give Borrower netice at the time of or prior to an inspection specifying reasonable causa set the inspection.
- 16. Condomnation. 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 cond-monation, lieu hereby assigned and shall be paid to Londer

In the ewent of a total taking of the Property, the proceeds shall be applied to the source secured by this Security finitinarymit, whether or not thus does, with any excuss 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, unless Borrower and Lander otherwise agree in writing, the sums secured by this Security Institution it shall be reduced by the amount of the proceeds multiplied by the following traction. (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking 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 taw otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument intention on the sums secured by the sums secured by this Security Instrument intention or not the sums secured by t

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 Securi, Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in willing, 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 Walver. Extension of the time for payment or michigation of anioritzation of the sums secured by this Security frestrument granted by Lender to any successor in interest of Borrower shall not opened by release the hability of the original Borrower or Borrower's successors in interest. Londer shall not be required to commence proceedings against any successor in interest or returns to extend time for payment or otherwise modify emoritzation 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 forbeatance by Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound: Joint and Several Liability; Co-aligners. The coverants and agreements of this Security Instrument shall beind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants and agreement, shall be joint and neveral. Any Borrower who co-signs this Security Instrument but does not execute the Note. (a) is co-signing this Security Instrument only to mortgage quant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not presentably obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend. In make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 43. Lean 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 in to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount recessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrows which exceeded permitted limits will be refunded to Borrows. Lender may choose to make this return by reducing the principal ownid under the Note or by making a direct payment to Borrows. If a refuted reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.
- 14. Netices. 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

nutice 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 Berreiver. Any notice provided for in this Security Instrument shall be deemed to have been given to Berreiver or Lender when given as provided in this paragraph.

18. 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.

18. Betrewer's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if the security functions as 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 loss than 30 days from the date the notice is diskurred or marked within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expression of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Instrument discontinued all any time prior to the earlier of. (a) 5 days (or such other period as applicable faw 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. These conditions are that Borro vol. (a) pays Lendor all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cause any default of any other covenants or agreements, (c) pays all expenses incurred in onforcing this Security Instrument, encluding, but not limited to presente attorneys' fees; and (d) takes such action as Lendor may reasonably require to assure that the lien of this Security Instrument, burder's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Berrower. A sale may see it in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also nay be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

26. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, amoning affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage or the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written netice of any investigation, claim, duriend, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticilies and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Leider shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Berrower, 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 to 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 reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the nettos, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may fereclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Refease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Sorrower. Sorrower shall pay any recordation costs.

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

# UNO FINAL CONTINUES)

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Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Bivesekly Payment Rider
Balloon Rider	Rafe Improvement Rider	Second Home Rider
Officer(s) [specify]		
	is and agrees to the terms and covenants con	tained in this Socurity Instrument and in any rider(s) executed
recourse and recourded with A	í	
FURNIANS.	(),	Merry L. allen (SI MARY L ALLEN-BOITON Social Security Number - 415-44-6
		MARY LAU EN BOUR
		Social Security Number - 415-44-60
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(	MDIVIDUAL ACKNOWL	EDGMENT
ATE OF A MAN TO STATE		
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WITY OF	1 7	
Will day before me, the undersigned	Notary Public, presonally appointed MARY L.A.	LLEN, DIVORCED AND NOT SINCE REMARRIED, to me limit
on the individual described in and	ино винсина ти Молцадо, яла хогоговада	a mit in all as upaption with because one to us that be
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### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29th day of October, 1991, 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 FIRST NATIONAL BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

#### 4116 W. 191ST PLACE #35, COUNTRY CLUB HILLS, Illinois 60478

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

#### **TIERRA GRANDE**

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds liftle 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.

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

- A. Condominary Chilipations. Borrowol shall perform all of Borrowor's obligations under the Condominium Project's Constituent Documents. The "Consultant Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-haws. (iii) code of requisitions and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Consultant Pocuments.
- Hazard Insurance. So ong as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is salisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender Lague is including tire 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
- (iii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property in desired satisfied to the evision that the required coverage is provided by the Owners Association policy.

Bonower shall give Lender prompt notice of any tapse in required hazard insurance coverage

In the event of a distribution of hazard insurance proceeds it thus of restoration or repair following a loss to the Property, whither to the unit of common stimperts, any proceeds payable to Borrower are true by assigned and shall be paid to Lender for application to the sums assigned by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrows shall take such actions as ney b) 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 to 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 limit of condemnation, are hereby assigned and shalf be paid to Lender. Such proceeds shalf be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lunder's Prior Consent. Borrower shall not, except after notice to Lender and with Lence's prior written consent, either partition or subdende the Property or consent to
- (i) the abandonment or termination of the Condominum Project, except for abandonment or termination required by law in the case of a taking by condemnation or exercit, domain;
  - (b) any amendment to any provision of the Constituent Documents if the provision is for the explains benefit of Lander,
  - tile). Nermination 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 main any diby the Owners Americalities unacceptable to Lender
- F. Remarks. It Borrower does not pay condominism dues and assessments when due, then Lender may pay them. Any amounts districted 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 be beautiful with interest upon notice from Lender to Borrower requesting payment.

91570459

Form 3140 9/50

Property of Cook County Clerk's Office

BY SIGNING BELOW, Borrowell accepts and agrees to the terms and provisions contained in this Condominium Bilder

Mary L. alle (Seal)
MARY LALLEN-BOITOWEI