91676371

- (Space Above This Line For Recording Data) -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

December 23, 1991

The mortgagor is

DIVID MACKNIN and LAURA B. MACKNIN, P.K.A. LAURA E. JONES, HUSBAND AND

WIFE

("Borrower"). This Security Instrument is given to

River Valley Sevings Bank, F58 which is organized and existing under the laws of the United States of America 200 SW Jefferson, Pecria IL 61602

, and whose address is

("Lender"). Borrower owes Lender the principal sum of

OHE HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED AND 00/100

). This dec' is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 185,500.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

. This Security Insurpent secures to Lender: (a) the repayment of the debt evidenced January 1, 2022 by the Note, with interest, and all renewals, extensions and medicinations 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 New For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

J 000

County, Illinois:

UNIT 207 P-21 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CLYBOURN LOFTS CONDOMINATED AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 27162456, IN SHRFFIELDS ADDITION TO CHICAGO IN SECTION 32, TUNNSNIP 40 MORTH, RANGE 14, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #14-32-406-015-1012

DEPT-01 RECORDINGS \$18.50 T\$1111 TRAP 2065 12/24/91 11:49:00 \$3931 \$ A 7 - 9 1 - 6 7 6 3 7 1 COOK COUNTY RECORDER

91678371

which has the address of

1872 NORTH CLYBOURN #207

CHICAGO, IL 60614 [City]

Illinois

60614

("Property Address");

[Zip Code]

ILLINOIS -- Single Family -- Famile Mac/Freddie Mac UNIFORM INSTRUMENT LOAN MUNDER: 01070742

Form 3014 9/90 (page 1 of 6 pages) Greet Laime Business Farms, Inc. To Order Call: 1-800-630-9985 | FAX 016-701-1151

Property or Coot County Clerk's Office

24824318

SECU-164-919 XVIII ESCO-003-001-1 TILLUS IN TOUR OFFICE AL COPY

Form 3014 9/90 (page 2 of 6 pages)

(EOIG) ZIOZDI MBLI

Hoods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. which may auain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien. prevent the enforcement of the lien; or (c) accures from the holder of the lien an agreement satisfactory to Lender the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees

evidencing the payments.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on Property which may attain priority over this Security Instrument, and leasthold payments or ground read, if any. Borrower

Charges; Liena. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the idno.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

secured by this Security Instrument

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, prior to the acquisition of sale of the Property, I ender, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition of streets as a credit against the sums

deficiency in no more than twelve monthly payments, at Lender's sole discretion

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the Escrow Items when due, I end re may so notify Borrower in writing, and, in Borrower for the excess Funds in accordance with the requirements of an licable law. If the amount of the Funds held by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

secured by this Security Instrument.

Lender shall give to Borrower, without charge, an annual recounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was need. The Funds are pledged as additional security for all sums and the purpose for which each debit to the Funds was need. The Funds are pledged as additional security for all sums or carnings on the Funds. Borrower and Lender may acres in writing, however, that interest shall be paid on the Funds, agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest estate tax reporting service used by Lender in contiection with this loan, unless applicable taw provides otherwise. Unless an Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real account, or verifying the Escrow Items, unless tender pays Borrower interest on the Funds and applicable law permits the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay

The Funds shall be held in an invitation whose deposits are insured by a federal agency, instrumentality, or entity reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an Estate Settlement Pro-educes Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real items are called "Fiscow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Lender, in accondance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These insurance panimus, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasthold 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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and inte charges due under the Note.

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

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with

encumbrances of record. BOTTOWER WRITHING and WILL defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurisonances,

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. 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.

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 Lettle 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 21 me 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 coupy, 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 externating 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 processing, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or exercise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a cault 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 impartment 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 lessifield, 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 Do ower 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.

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 ITEM 1878L3 (\$103)

Form 3014 9/90 (page 3 of 6 pages)

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 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 one monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Now Revised; 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 same 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 Se unity Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that I ander 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 snall 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 Lender. 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.

ITEM 1876L4 (8103)

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 conducted to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

Form 3014 9/90 (page 4 of 6 pages)

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under 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 Borrower. A sale may result 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 may 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.

20. Hazardov: 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, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to insintenance of the Property.

Borrower shall promptly (av) Lender written notice of any investigation, claim, demand, 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 remediation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take all necessary remedial sctions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardow 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 pesticides and herbicides, volatile solvents, materials containing asbestos or formaklehyde, 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 covenant and agree as follows:

21. Acceleration; Remedies, Lender 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: (c) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice to given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to 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 notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reast and a attorneys' fees and costs of title evidence.

22. 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.

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

| CONDOMINIUM RIDER | | | | | |
|---|--|--|--|--|--|
| THIS CONDOMINIUM RIDER is made this 23RD day of December 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 River Valley Savings Bank, PSB (the "Lender") | | | | | |
| of the same date and covering the Property described in the Security Instrument and located at: | | | | | |
| · | | | | | |
| 1872 NORTH CLYBOURN #207, CHICAGO, IL 60614 [Property Address] | | | | | |
| The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: CLYBOURN LOFTS CONDONINIUM | | | | | |
| [Name of Condominium Project] | | | | | |
| (the "Condominium Iroject"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds tith 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 covenants 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-lays; (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 Condonuncian 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 P op rty; and | | | | | |
| (ii) Borrower's obligation under Uniform Coverant 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, an extent of coverage to Lender. D. Condemnation. The proceeds of any award or claim for damages, director consequential, payable to Borrower in | | | | | |
| connection with any condemnation or other taking of all or any part of the Propert, 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 except for except or termination | | | | | |
| required by law in the case of substantial destruction by fire or other casualty or in the case of a wing by condemnation or eminent domain: | | | | | |
| (ii) any amendment to any provision of the Constituent Documents if the provision is its express benefit of Lender; (iii) any amendment to any provision of the Constituent Documents if the provision is its 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. | | | | | |
| 2 & Mark | | | | | |
| (Seal) | | | | | |

-Borrower LAURA E. MACKNIN, P.R.A. LAURA EROTOGRES
MULTISTATE CONDOMINIUM RIDER -- Single Family -- Famile Mac/Freddle Mac UNIFORM INSTRUMENT Form 3146 9/96
ITEM 1623LG (8102)

Grant Labot Suchness Forms, Inc.

To Order Calt. 1-200-530-6383

FAX 816-791-1121

Borrower (Seal)

| 24. Riders to this Security this Security Instrument, the co supplement the covenants and Instrument. [Check applicable by | ovenants and agreements agreements of this Se | of each such rider shall | be incorporated int | io and shall amend and | |
|---|--|--|------------------------|--|--|
| Adjustable Rate Ride | er 🕱 Co | ndominium Rider | 1. | 4 Family Rider | |
| Graduated Payment | Rider Pla | nned Unit Development R | tider B | iweekly Payment Rider | |
| Balloon Rider | Ra | Rate Improvement Rider Second Home Rider | | | |
| Other(s) [specify] | | | | | |
| BY SIGNING BELOW, Bo Security Instrument and in any r | errower accepts and agre ider(s) executed by Borr | es to the terms and coven | ants contained in pa | iges 1 through 6 of this | |
| Witness: Shear of The | ima) | Witness: | new John | ma | |
| / ** | | Scal) | 1/ | (Scal) | |
| Social Security, Mayorbea | | tower DAVID MAG | CKNIN [umber299=! | -Borrower | |
| Social Security Number | | 1/2 | 4 Madam | | |
| Social Security Number | | | | A. LAURA EROTHURE | |
| STATE OF ILLINOIS. | | Count | y 85: Cook | | |
| 1. The Under | A | 1/)x | - | or said county and state, | |
| do hereby certify that DA | | | · | | |
| do nereby certury that DA | | | 10 . | | |
| | · | wn to me to be the same p | 16 | | |
| subscribed to the foregoing instru | ument, appeared before | me this day in person, and | l acknowk djed that | they signed | |
| and delivered the said instrument | ies their | free and voluntar | ry act, for the uses p | ini purposes therein set | |
| forth. | | | | C | |
| Given under my hand and o | official seal, this | 23rd day of bi | ecember | 1991 | |
| My Commission expires: | | 82 - | RA | 91676371 | |
| This instrument was prepared by | | I In | EDWARD | Notary Public PAL SEAL" D.M. COOK | |
| (Name) | River Valley Sav | rings Bank, FSB | My Commission (| Expires July 25, 1994 | |
| (Address) | JILL RINALDO 200 SW Jefferson | | | | |
| ITEM 1876L6 (8103) | Peoria, IL 6160 |)2 | | 14 9/90 (page 6 of 6 pages) | |
| 10 | | | | Sreet Laisee Supinose Forms, inc. 18 56-530-8300 [] PAX 818-791-1131 | |

Property of County Clerk's Office

OF HAM