

UNOFFICIAL COPY

BOX 333

COOK COUNTY, ILLINOIS

MAIL TO:

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

1991 MAR 13 PM 12:44

91112498

\$18.00

(Space Above This Line For Recording Data)

743208

ILGM

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 05,
1991. The mortgagor is CHRISTOPHER E. GLYNN AND GEORGIA R. GLYNN, HUSBAND
AND WIFE.

..... ("Borrower"). This Security Instrument is given to
..... NORWEST MORTGAGE, INC., which is organized and existing
under the laws of THE STATE OF MINNESOTA, and whose address is P.O. BOX 31728,
..... CHARLOTTE, NC 28231. ("Lender").
Borrower owes Lender the principal sum of THIRTY NINE THOUSAND TWO HUNDRED AND 00/100

Dollars (U.S. \$.....*****39,200.00.....). 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 APRIL 01, 2021..... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CROOK..... County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION.

PARCEL 1: UNIT NUMBER 3104 IN THE TWO EAST OAK CONDOMINIUM, AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF BLOCK 6 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25035273 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS, FOR THE BENEFIT OF PARCEL
1, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND EASEMENTS, RECORDED AS DOCUMENT 24889082 IN COOK
COUNTY, ILLINOIS.

28231

Illinois **Zip Code** **Property Address**

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

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

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

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THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3TH DAY OF MARCH, 1991, BY CHRISTOPHER E. GLYNN AND GEORGINA R. GLYNN, HUSBAND AND WIFE

COUNTY OF SISKIYOU

STATE OF ILLINOIS

[Specify Below This Line For Acknowledgment]

George R. Flynn GEORGE R. FLYNN
Borrower (Seal) *Christopher E. Flynn* CHRISTOPHER E. FLYNN
Borrower (Seal)

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY FIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> McDonald's Rider	<input type="checkbox"/> 2-4 Family Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Other(s) [Specify]
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19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date required to cure the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice may result in acceleration of the sums secured by this Security Instrument, forclosure by judicial proceeding and sale of the Property. The notice shall further state failure to cure the default on or before the date specified in the notice may result in acceleration of the sums and (d) that failure to cure the default within 30 days from the date the notice is given to Borrower, by which time the default must be cured.

17. Notices applicable law provides otherwise. The notice shall specify: (a) the date required to cure the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured; and (d) that failure to cure the default on or before the date the notice may result in acceleration of the sums secured by this Security Instrument, forclosure by judicial proceeding and sale of the Property. The notice shall further state failure to cure the default within 30 days from the date the notice is given to Borrower, by which time the default must be cured.

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date required to cure the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice may result in acceleration of the sums and (d) that failure to cure the default on or before the date the notice may result in acceleration of the sums secured by this Security Instrument, forclosure by judicial proceeding and sale of the Property. The notice shall further state failure to cure the default within 30 days from the date the notice is given to Borrower, by which time the default must be cured.

20. Acceleration: Remedies. Upon acceleration under paragraph 19 or at any time including, but not limited to, reasonable attorney fees and costs of title evidence.

21. Release. Upon payment in full of all sums secured by this Security Instrument, Lender shall release this Security instrument without recourse, fees and costs of collection or rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, arising to the sums secured by this Security Instrument.

22. Waiver of Homeowner's Fees. Borrower waives all right of homestead and preemption in the Property.

23. Right to the Security Instrument. If one or more rights are exercised by Borrower and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, the covenants and agreements of this Security Instrument shall be incorporated into and shall remain valid and binding on Borrower and Lender.

[Check applicable box(es)]

NON-UNIFORM COVENANTS. Bottower and Lender further covenant and agree as follows:

UNOFFICIAL COPY

NMLF #3035 (R 06/84)

THIS SECURITY INSTRUMENT combines uniform security instruments covering real property. It is limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, right and convey the Property and that the Property is unencumbered, except for national use and non-uniform coverages with encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to recognize, grant and convey the Property and that the title to the Property is unencumbered except for circumstances of record.

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

(Property Address):

(Zip Code):

which has the address of 2 EAST 9TH, #3104 (Street) (City): CHICAGO

TAX STATEMENTS SHOULD BE SENT TO: BARCLAYS AMERICAN MORTGAGE CORPORATION, P.O. BOX 31728, CHARLOTTE, NC 28231

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

PERMANENT TAX INDEX NO. 17-03-203-009-1117

91112498

1/100

NRWEST MORTGAGE, INC., which is named and doing business as "Borrower", This Security instrument is given to

"NRWEST MORTGAGE, INC.", which is named and doing business as "Lender", This Security instrument is given to

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MORTGAGE

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743208

[Space Above This Line For Recording Date]

\$18.00

1991 MAR 13 PM 12:44
91112498

COOK COUNTY, ILLINOIS

BOX 333

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72110893

Estate

UNOFFICIAL COPY

ILC4

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

19. 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 paragraphs 13 and 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 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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.

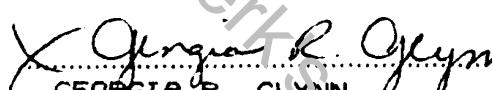
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

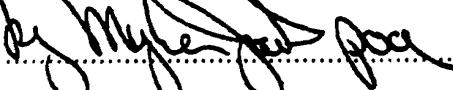
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

 Adjustable Rate Rider Condominium Rider 2-4 Family Rider Graduated Payment Rider Planned Unit Development Rider Other(s) (specify)

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


CHRISTOPHER E. GLYNN (Seal)
—Borrower


GEORGIA R. GLYNN (Seal)
—Borrower


..... (Seal)
—Borrower

..... (Seal)
—Borrower

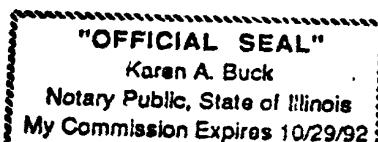
..... (Seal)
—Borrower

..... (Seal)
—Borrower

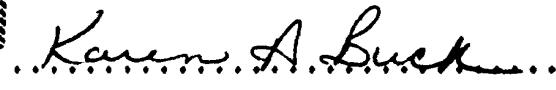
[Space Below This Line For Acknowledgement]
STATE OF ILLINOIS

COUNTY OF ~~COOK~~ WILL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5TH DAY OF MARCH, 1991, BY CHRISTOPHER E. GLYNN AND GEORGIA R. GLYNN, HUSBAND AND WIFE



THIS INSTRUMENT WAS DRAFTED BY:
NORWEST MORTGAGE, INC.,
1100 E. WOODFIELD ROAD
SCHAUMBURG, IL 601730000



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9-11-10-49

UNIFORM COVENANT. Borrower and Lender shall agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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THIS DOCUMENT IS UNOFFICIAL AND NOT APPROVED BY THE CLASSIFICATION BOARD. PRINTED ON 01/10/2024 BY SPARTAN INFORMATION SYSTEMS, INC.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration (b) cures any default of any other covenant or agreement in this Security Instrument; (c) pays all expenses incurred by Lender in connection with this Security Instrument; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, including, but not limited to, repossessible attorney's fees; and (e) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees.

19. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right in the case of acceleration as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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 without further notice or demand on Borrower.

Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred to another 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 or the date of this instrument.

Note certain provisions with effect throughout the conferring provisions. To this end the provisions of this Note which can be given effect without the application of law, such as conflict with the provisions of this Note.

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 of this Security Instrument or the

14. Notice to Borrower. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower at the address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower at the address or any other address Borrower designates by notice to Lender.

renders any provision of the Note or this Security Instrument unnecessary to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

12. **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 to the permitted limit; and (b) any sums already collected by the lender under the note will be refunded to the borrower.

by the original Borrower or Borrower's successors in interest. Any forfeiture made by Lender in respect of any right or remedy

modifications of any sort, or of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower, shall not be required to commence proceedings against any successor in interest or refuse to extend time for release the liability of the original Borrower or Borrower's successors in interest.

Unless otherwise agreed and Borrower otherwise agrees 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. The Company is entitled to set off any amounts due by Borrower or its Subsidiaries against any amounts due by Lender for damages, Borrower fails to render payment within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the property or to the same as security for this Note.

The amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by the fair market value of the property immediately before the taking. Any balance shall be paid to Powers.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument shall be reduced by

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

Bottower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the issuance of certificates in accordance with Bottower's and Lender's written agreement have been met.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument.



Condominium Rider

THIS CONDOMINIUM RIDER is made this 51st day of MARCH, 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
 NORWEST MORTGAGE, INC.,
, P.O. BOX 31728,
CHARLOTTE, NC 28231

(the "Lender" to the same date and covering the Property described in the Security Instrument and located at:
2 EAST OAK, #3104, CHICAGO, IL 60611
 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
 known as: TWO EAST OAK CONDO 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 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 9.

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.

91112498

(over)

Page 1 of 2

Form 3140 12/83

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MULTISTATE CONDOMINIUM RIDER - Single Family - Form 3140 12/83
NMLP 4038 468
Page 2 of 2
Form 3140 12/83

• Borrower _____
(Seal)
• Borrower _____
(Seal)

GEORGINA R. GLYNN

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

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.

Rider
Condominium