JNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY THE NORTHERN TRUST COMPANY STEBBINS NELSON 50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675



RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY ATTN:

HOME LOAN CENTER, B-A

50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675

31205202

Space Above This time for Recording Dates.

MORTGAGE

388942

19725 + D - #-91-205202

("Lender")

("Borrower"). This Security instrument is given to THE NORTHERN TRUST COMPANY

, which is organized and existing under the laws of

THE STATE OF LLINOIS and whose address is 50 SOUTH LA SALLE STREET

CHICAGO, ILLINOIS 60675

Borrower owes Lender the or incipal sum of PORTY THOUSAND SIX KUNDRED AND NO/100

Dollars files. \$ 40,6%.00 1. This debt is evidenced by Borrower's note dated the same date as this Security Instrument i"Note", which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2021 Thir 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 for 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 describe I property located in COOK

Domby, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION.
MORTGAGOR FURTHERMORE EXPRESSLY GNANTS TO THE MORTGAGEE ITS SUCCESSORS
AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED
REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY
SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND
EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS
SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS,
AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE
PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH
HEREIN.

17-04-224-047-1177

19/1-1

which has the address of 1221 NORTH DEARBORN-UNIT 1412; NORTH

CHICAGO

Minois

60610

{"Property Address"];

TOGETHER WITH all the improvements now or hereafter erected on the property, and all elements, 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 unencombered, 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.

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

L. 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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials 20. Page 1 of 4

Form 3014 12/83 Amended 5/87 DFS 420

1205202

Form 3014 12/83

VB-264 Rev. 10/89 14664

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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 fincluding 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. 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 payabla 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 it eld 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 Londer.

Upon payment in total of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. Stories paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the stories of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit agains 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 obligation in the manner provined in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Forrower 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 obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lies in, egal 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 axisting 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 amounts 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, 20 prower shall promptly give the 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 rystoration 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 18 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.

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. 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

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with y 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. unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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 B prower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date c. the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT a WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not of erate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's au cessors 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.

1: SUCCESSORS and ASSIGNS BOUND, JOINT and SEVERAL LIABRITY: CO-signers. The covenants and agreements of this Security Instrument shall bind and ber eff 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 Nor (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property inder the terms of this Security Instrument; 70) is not personally obligated to pay the sums secured by this Security Instrumant; and icl agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. LOAN CHARGES. If the loan secured by this Security last ument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, them (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums pready 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.

13. LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according 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 paragraph 17.

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 flat, 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 street wer. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when five n as provided in this paragraph.

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 Hote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. BORROWER'S COPY. Barrower shall be given one conformed copy of the Note and of this Security Instrument.

17. TRANSFER of the PROPERTY or a SEMEFICIAL INTEREST in BORROWER. Il all or any part of the Property or any interest in it is sold or transferred for 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.

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18. BORROWER'S RIGHT to FE				
	INSTATE. It Bor ower needs certain conditions, source shall have the right to have the right to have the best of a large to the experior of a large to the experior.			
	reinstatement) before sale of the Property pursuant to any power of sale contained in			
	ry 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 had no acceleration			
occurred; (b) cures any default o	f any other covenants or agreements; (c) pays all expenses incurred in enforcing this			
	it not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may			
	the lien of this Security Instrument, Lender's rights in the Property and Borrower's			
• • •	d 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 paragraphs 13 or 17.				
	TSN Borrower and Lender further covenant and agree as follows:			
19. ACCELERATION; REMEDIE				
FOLLOWING BORROWER'S BREACH	HOF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOF			
	GRAPHS 13 AND 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISEL THE NOTICE			
SHALL SPECIFY: (A) THE DEFAULT; (B) THE ACTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 30				
	CE IS GIVEN TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (D) THAT			
	ON OR BEFORE, THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF SECURITY INSTRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE			
	URTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND			
	RECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE			
OF BORROWER TO ACCELERATIO	IN AND FORECLOSURE. IF THE DEFAULT IS NOT CURED ON OR BEFORE THE DATE			
SPECIFIED IN THE NUTICE, LENDER	R AT ITS OPTION MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED			
	WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY			
	HALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES			
	9, including, but not limited to, reasonable attorneys' fees and costs of			
TITLE EVIDENCE.	Joon acceleration under paragraph 19 or abandonment of the Property and at any time			
	tood of redemption following judicial sale, Lender (in person, by agent or by judicially			
•	ed trenter upon, take possession of and manage the Property and to collect the rents of			
	due. Are rents collected by Lender or the receiver shall be applied first to payment of			
the costs of management of the Pri	operty and collection of rents, including, but not limited to, receiver's fees, premiums on			
	forneys' (i es, and then to the sums secured by this Security Instrument.			
	of all sums secured by this Security Instrument, Lender shall release this Security			
	wer. Borrowe, s'all pay any recordation costs.			
,	Borrower waive: If right of homestead exemption in the Property. NSTRUMENT. If one or more riders are executed by Borrower and recorded together			
	covenants and agreements of each such rider shall be incorporated into and shall amend			
- -	agreements of this Security Instrument as if the rider(s) were a part of this Security			
Instrument. (Check applicable box)	esil			
	$\mathcal{O}_{\mathcal{A}}$			
Adjustable Rate Rider	X Condominium Rider			
Adjustable Rate Rider	Condominium Rider 1-4 Family Rider			
Graduated Payment Rider	Planned Unit Development Rider			
Graduated Payment Rider				
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Graduated Payment Rider Cotherist (specify) MORT	Planned Unit Development Rider GAGE RIDER FOR COVENANT #21			
Graduated Payment Rider Control (Specify) MORTO	Planned Unit Development Rider GAGE RIDER FOR COVENANT #21 Accepts and agrees to the terms and covenants contained in this Security Instrument and			
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Graduated Payment Rider X Otherist (specify) MORTO BY SIGNING BELOW, Borrower a in any rider(s) executed by Borrowe VANESSA C. KERSTEN State of Illinois, COOK I, ATR.C. for said county and state, do it VANESSA C. KERSTEN, S DAVID S. SCHMIDT, SIN personally known to me to be foregoing instrument, appeared signed and delivered the said purposes therein set forth. Given under my hand and	Planned Unit Development Rider GAGE RIDER FOR COVENANT #21 Accepts and agrees to the terms and covenants contained in this Security Instrument and read recorded with it. [Seal)			
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UNIT 1412-N TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE TOWERS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25169127, AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Droporty of County Clark's Office

17-04-224-047-1177

91205202

DPS 1118



THIS CONDOMINIUM RIDER is made this 25TH day of APRIL 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 THE NORTHERN TRUST COMPANY

the Lender? of the same date and covering the Property described in the Security Instrument and located at 1221 NORTH DEARBORN-UNIT 1412, CHICAGO, ILLINOIS 60610

(Property accress)

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

Itiage of Congosinius 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 Legaler further covenant and agree as follows:

- A. CONDOMINEUM COVENANTS. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (ii) Declaration or any other document which creates the Condominium Project; (iii) y-laws; (iiii) code of regulations; and (iiv) other equivalent documents. Borrower shall promptly pay, when due, all dues and accessments 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," them
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Curonant 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 Pastrument, 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.
- O. CONDEMNATION. The proceeds of any award or claim for damages, d'aec' 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 a while half be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by taw in the case of substantial destruction by fire or other casualty or in the case of a taking by condomnation 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 Assuration; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the public section 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 data 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 Rid	er.
(Syal)	< Janual Devin	(Seal)
Borrower	VANESSA C. KERSTEN	Borrower
	0.1981	
(Seal)	(Tap D. Roll	(الجود)
Rommer	DAVID S. SCHMIDT	Вогтомег

UNOFFICIAL COPY 2

MORTGAGE RIDER FOR COVENANT #21

THIS RIVER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) 60r NOWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER	has executed this RIDER.	
	VANESSA C. KEPSTEN	(SEAL) -BORROWER
	DAVID S. SCHMIDT	(SEAL) -Borrower
		(SEAL) -BORROWER
		SEAL) -BORROWER

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Property or Cook County Clerk's Office

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