

UNOFFICIAL COPY

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

UNIFORM COVENANTS
Borrower and Lender covenant and 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.

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.

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. **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."

which has the address of 260 EAST CHESTNUT UNIT 2903 CHICAGO ILLINOIS 60611 ("Property Address") (Street) (City) (Zip Code)

17-03-222-023-1298
HEREIN, PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THROUGH THE SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS SEE ATTACHED RIDER FOR LEGAL DESCRIPTION, TOGETHER WITH THE TENEMENTS AND APPURTENANCES PARCEL OF REAL ESTATE, DESCRIBED AS DELINEATED UPON SURVEY OF THE FOLLOWING DESCRIBED UNIT NUMBER 2903 AS DELINEATED UPON SURVEY OF THE FOLLOWING DESCRIBED COOK County, Illinois: grant and convey to Lender the following described property located in

and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, advanced under paragraph 7 to perfect the security of this Security Instrument; and (c) the performance of Borrower's by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, on JULY 1, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable Dollars U.S. \$ 31,000.00

Borrower owes Lender the principal sum of THIRTY FIVE THOUSAND AND NO/100 UNITED STATES OF AMERICA, and whose address is 1 SOUTH DEARBORN CHICAGO, ILLINOIS 60603 ("Lender"), which is organized and existing under the laws of CITIBANK, FEDERAL SAVINGS BANK ("Borrower"). This Security Instrument is given to

THIS MORTGAGE ("Security Instrument") is given on JUNE 10 1991
The mortgagor is DOLORES KLEIN, UNMARRIED, HAVING NEVER BEEN MARRIED, DIVORCED AND NOT SINCE REMARRIED

MORTGAGE
010055884
\$ 17.00 (Space Above This Line for Recording Data)

RECORD AND RETURN TO:
CITIBANK, FEDERAL SAVINGS BANK
BOX 165-22 W. Madison
Chicago, IL 60603
PREPARED BY: SAM CASTILLO CHICAGO, IL 60603
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169 JUN 18 PM 1:02
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REI#C-47598 1 of 1

Lender may take action under this paragraph 7. Lender does not have to do so. Lender may take action under this paragraph 7. Lender does not have to do so. Lender may take action under this paragraph 7. Lender does not have to do so.

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.

5. HAZARD INSURANCE. Borrower shall keep the improvement, 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.

6. CHARGES, LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property, including but not limited to property taxes, and shall pay the same when due. 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.

7. 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.

8. 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 of funds equal to one-twelfth of (a) yearly taxes and assessments which may attach to the Property, and (b) 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.

9. 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. 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 attorney's 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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remedies permitted by this Security Instrument without further notice or demand on Borrower. 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

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

17. TRANSFER OF THE PROPERTY OR BENEFICIAL INTEREST IN BORROWER. Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note is in conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the 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 or clause of this Security Instrument or the Note is in conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

13. LEGISLATION AFFECTING LENDERS' RIGHTS. If enactment or application 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.

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 by the amount necessary to reduce the charge to the permitted limits; 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.

11. SUCCESSORS AND ASSIGNS, 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 co-signers and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation with regard to the terms of this Security Instrument or the Note

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 operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, 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.

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. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor 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.

7. Any amounts disbursed by Lender under this paragraph 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. 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.

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

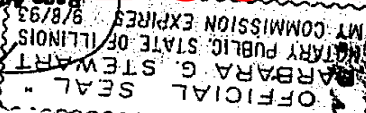
5. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. 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. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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DPF 423

5 12 1991



Notary Public signature and name: Barbara G. Stewart

My Commission Expires:

Given under my hand and official seal, this _____ day of _____, 1991.

purposes therein set forth.

signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and

personally known to me to be the same Person(s) whose name(s) _____ IS subscribed to, the

for said county and state, do hereby certify that _____

_____ a Notary Public in and

State of Illinois, _____ County ss:

_____ (Space Below This Line For Acknowledgment)

_____ Borrower

_____ Borrower

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DPS 049

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THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED JUNE 10, 1991 A.D..

17-03-222-023-1298

UNIT NUMBER 2903 AS DELINEATED UPON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, TOGETHER WITH THE TENEMENTS AND APPURTENANCES THEREUNTO BELONGING TO ("PARCEL"):

ALL OF LOTS 2 AND 3 AND THAT PART OF LOT 1 LYING WEST OF A LINE 12 FEET EAST OF AND PARALLEL TO THE MOST WESTERLY LINE OF SAID LOT 1 AND SAID WESTERLY LINE EXTENDED AND ALL OF LOTS 37, 38, 39, 40, 41 AND 42 (EXCEPT THE EAST 33 FEET OF SAID LOT 42) IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 14 AND 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 33 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 OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO. AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 21, 1975, AND KNOWN AS TRUST NUMBER 90831, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23225147 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

RIDER - LEGAL DESCRIPTION 2 0 3 0

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Page 3 of 3

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13-03-333-053-1335

Property of Cook County Clerk's Office

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..... (Seal) -BORROWER
..... (Seal) -BORROWER
DOLORES KLEIN

Dolores Klein

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

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

the Owners Association unacceptable to Lender.
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by
(iii) termination of professional management and assumption of self-management of the Owners Association; or
of Lender;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit
tion or eminent domain;

quired by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemna-
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination re-
sent, either partition or subdivision of the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written con-
Uniform Covenant 9.

Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in
of the common elements, or for any conveyance in lieu of conveyance, are hereby assigned and shall be paid to
in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners
shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.
Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.
is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(iii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property
of the yearly premium installment or hazard insurance on the Property; and

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth
included within the term "extended coverage" then:

insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards
a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier,
Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents. Bor-
creates the Condominium Project; (iii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Bor-

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Pro-
ject's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which
Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

ly also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
(the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Propert-

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project
PLAZA ON DEWITT CONDOMINIUM

(NAME OF CONDOMINIUM PROJECT)

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

260 EAST CHESTNUT UNIT 2903, CHICAGO, ILLINOIS 60611

(PROPERTY ADDRESS)

"Lender" of the same date and covering the Property described in the Security Instrument and located at:
CITIBANK, FEDERAL SAVINGS BANK

Instrument" of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security

THIS CONDOMINIUM RIDER is made this 10TH day of JUNE, 1991, and is incorporated
and is incorporated

CONDOMINIUM RIDER 010055884

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Property of Cook County Clerk's Office