RECORD AND RETURN TO:

1992 AUG -6 PH 1: 42

92583008

NBD MORTGAGE COMPANY 2000 SOUTH NAPERVILLE ROAD WHEATON, ILLINOIS 60187

[Space Above This Line For Recording Data]

MORTGAGE

6022388

S

JULY 31, 1992 HIS MORTGAGE ("Secrate Instrument") is given on

. The mortgagor is

RVING ABRAHAMSON PHARLE ABRAHAMSON, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given NED MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF DELAWARE

, and whose

address is 900 TOWER DRIVE TROY, MICHIGAN 48098

SEVENTY THOUSAND

AND 00/100

Pollars (U.S. \$

[Viender"). Borrower owes Lender the principal sum of

70.000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for MUGUST monthly payments, with the full debt, if not paid earlier, due and payable on 1, 2022

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications 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 covinants 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 COOK County, Illinois:

UNIT 19B IN 3150 NORTH SHERIDAN ROAD CONDOMINIUM, AS DELINAPTED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 4.5

SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-28-103-055-1044

19B

which has the address of 3150 NORTH SHERIDAN ROAD-UNIT MED, CHICAGO 60657 Illinois ("Property Address");

ILLINOIS-Single Family-Famile Mae/Freddia Mac Ul

MOSTGAGE FORMS - (313)293-8100 - (900)521-7291

Form 3014 9/90

BOX 333

DPS 1889

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-6R(KL) (9101)

Form 3014 9/90 0801 84G

more of the actions set forth above within 10 days of the giving of notice.

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amount or yable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received oy Lender under paragraphs

this Security Instrument.

of the Property, shall apply any Punds hold by Lender at the time of acquisition or sale as credit against the sums secured by Funds held by Leader. If, under paragraph 21, Lender shall acquire or sell the Property, Leader, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Leader shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

shall pay to Leader the amount necessary to make up the deficiency. Bor ower shall make up the deficiency in no more than time is not sufficient to pay the Escrow Items when Lender may so health Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable low. If the amount of the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to to held by applicable law, Lender shall account to Borrower debit to the Funds was made. The Funds are picdged as additional sequrity for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing on dits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that in erest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shad to be required to pay Borrower any interest or earnings on the Funds. used by Leader in connection with this loan, where applicable law provides otherwise. Unless an agreement is made or a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender [253] Borrower interest on the Funds and applicable law permits Lender to make such Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an in titution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

The Funds shall be held in a natitution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow Items or otherwise in accord mes with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. If to, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from the time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Batate Settlement Procedures Act of Lender may, at any ime, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premums. These items are called "Escrow Items." if any; (e) yearly mortgage insurance piremiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lesschold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

Vill defind generally the fifte to the Property against all claims and demands, subject to any excumbrances of record.

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

J. Payment of Principal and Instread, Prepayment and Late Charges. Borrower shall promptly pay when due the covenant and Late Charges. Borrower shall promptly pay when due the covenant of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

and will defined generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

DORROWER COVENAUIS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, Instrument. All of the foregoing is referred to in this Security Instrument as the 'Property."

fixtures now or bereafter a part of the property. All replacements and additions shall also be covered by this Security TOCETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenances, and

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5. Hazard or Property Instruct. Fo row r 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, including floods or flooding, 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. 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 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, 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 otherwist agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyon't corrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or comput vaste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begur that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by seasing 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 impairment of the lien created by this Security Instrument or Lender's recurity 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 loss 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 leasehold, 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 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.

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

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Form 3014 9/90

to be severable.

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

jurisdiction in which the Property is located. In the event that any provisions or clause of this Security Instrument or the Note which conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

or any other address Borrower designates by notice to Lender. Any notice to Lenders stated herein or any other address Lenders and the Borrower. 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.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivaring 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

13. Loss Charges. If the loss secured by this Security Instrument is subject to a law which sets maximum loss charges, and that law is finally interpreted so that the interpreted so that the interpreted so that the interpreted so that the interpreted in connection with the loss exceed the permitted limits, then: (a) any such loss charge shall be reduced by the connection with the 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 loss or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial propayment without any

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 Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Porrower may agree to extend, medify, forbest or make any accommodations with regard to the terms of this Security Instrument or 13 fote without that Borrower's consent.

exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Seve al 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

of amortization of the sums secured by toir Security Instrument granted by Lender to any successor in interest. Lender shall not be required to of the sums secured by this Security Instrument to any encessors in interest. Lender shall not be required to of the sums secured by this Security Instrument by extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by exact or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by exact or 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

postpone the due date of the month yearnests referred to in paragraphs I and 2 or change the amount of such payments.

If, Borrower Not Released; For Londer Not a Waiver. Extension of the time for payment or modification

Unless Lender and Borrower Abrawise agree in writing, any application of proceeds to principal shall not extend or consequently first of the promise and Borrower Abrawise agree in writing, any application of proceeds to principal shall not extend or consequently of the promise and action the same of the promise and the property of the promise and the property of t

award or seame at claure for ramages, norrower raits to respond to tender within 50 days area the farmer in norres 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.

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. I sender is sufficient to tensit of the Property or to the guns.

be applied to the cure 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 m

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 Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this smount of the sums secured by the smount of the sums secured by the smount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (c) the fair market value of the Property immediately before the taking, unless secured immediately before the taking, unless of the Property immediately before the taking or unless applicable law otherwise provides, the proceeds shall taking, unless of rower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

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

19. 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

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.

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 agus 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 and a loss reserve, until the requirement for mortgage insurance and a loss reserve, until the requirement for mortgage.

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17. Transfer of the Property of a Berte icial Interest in Borrover. It all of 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 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 Sourity Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security listrum or 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; Chaline 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 uncel ted to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

26. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrow snall 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 maintenance of the Property.

Borrower shall promptly give 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 actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances derived 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 formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's hreach of any covenant or agreement in this Security Instrument (but not prior to acceleration under par graph 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 we (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, reasonable 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.

DPS 1093 Form 3014 9/90 **\$601 290**

My Commission Expires 5/13/96 Motery Public, State of Illinois My Commission Expires: Vanessa A. Latson tree and voluntery set; for the uses and purposes therein set forth.

Given under my head one of the uses and purposes therein set forth. 793 me this day in person, and soknowledged that THEY as innemuriant bias off betevileb bee bengis personally known to me to be the same personish whose name(s) subscribed to the foregoing instrument, appeared before TING ABRAHAMSON AND PEREL ABRAHAMSON, HUSBAND AND WIFE biss not be in silding yastoM s. Coot Colling COOK STATE OF ILLINOIS, 19W0110B (tee2) Borrower (180S) PERLE Borrower MARAKIN PERAHAMSON (1208) Borrower IRVING ABBAHAMSON (1005) in any rider(s) executed by Borrower and recorded with it. br Signing BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and Other(s) (specify) TabiR A.V Second Home Rider rebiR tnemevorami etaR **Belloon Rider** Biweekly Payment Rider rabiR Inamqoleved Init bannal9 Graduated bayment Rider Security instruments and security instruments of each stock of the security instruments of the security instruments of least security instruments and security instruments of the security instruments

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UNO RIDER - LEGA . DASCRIPTION

UNIT 19B IN 3150 NORTH SHERIDAN ROAD CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 4.5 FEET OF LOT 5 AND ALL OF LOT 6 IN BLOCK 1 IN KIMBALL YOUNG'S SUBDIVISION OF THE NORTH 10 ACRES OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. ALSO.

THE NORTH 35 FEET 6 INCHES OF LOT 10 IN BLOCK 2 IN OWNER'S DIVISION OF BRAUCKMANN AND GEHRKE'S SUBDIVISION IN THE EAST 1/2 OF THE NORTH WEST 1/4 AND THE NORTH EAST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION LADE BY AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST MIMBER 2275, RECORDED IN THE OFFICE OF THE RECORDER OF PATION

COLUMN

COLUMN DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 23578004; TOGETHER WITH ITS UNDIVIDED FEACENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, ALL IN COOK COUNTY, ILLINOIS.

14-28-103-055-1044

Property of Cook County Clerk's Office

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 31ST day of JULY

1992 , 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

NBD MORTGAGE COMPANY

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3150 NORTH SHERIDAN ROAD-UNIT 1949, CHICAGO, ILLINOIS 60657
(Property Address)

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

3150 NORTH SHERIDAN

(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, (n) Property also includes Borrower's interest in the Owners Association and the uses, proceeds and barafits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Forrower and Lender further covenant and agree as follows:

A. CONDOMINIUM COVENANTS. 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 the and hazards included within the term "entended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of EXECUTATION TO THE PROPERTY AND TH

(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 say lapse in required hazard insurance coverage.

In the event of a distribution of hazard interior 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 Lenue; for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take surin 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 caking 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 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 law in the case of substantial destruction by fire or other case alty 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.
- 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.

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