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\* PLEASE RE RECORD MORTGAGE \*  
\* TO EXCLUDE 1-4 FAMILY RIDER \*

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(Space Above This Line For Recording Data)

92-518536

73-47-957-LD-F1

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 3  
 19 92. The mortgagor is Rosalie S. Harris, divorced and not since remarried  
 ("Borrower"). This Security Instrument is given to  
HARRIS TRUST AND SAVINGS BANK, which is organized and existing  
 under the laws of THE STATE OF ILLINOIS, and whose address is 111 West Monroe  
Street, Chicago, IL 60603 ("Lender").  
 Borrower owes Lender the principal sum of ONE HUNDRED FORTY THOUSAND SEVEN HUNDRED AND  
NO/100 Dollars (U.S. \$ 140,700.00). This debt is evidenced by Borrower's note  
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
 paid earlier, due and payable on 10/1/2007. 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 covenants and agreements under this Security Instrument  
 and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described prop-  
 erty located in COOK County, Illinois:

SEE ATTACHED.

PERMANENT INDEX NUMBER: 17-10-202-083-1091 AND 17-10-202-085-1077

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which has the address of 680 N. Lake Shore Drive, Unit #1720, Chicago  
(Street) (City)  
 Illinois 60611 ("Property Address");  
(Zip Code)

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

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

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

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/00 (page 1 of 6)

This instrument was prepared by Quanita A. Smith, Harris Trust And Savings Bank,  
111 West Monroe Street, Chicago, IL 60603

Bankform, Inc.

BOX ~~300~~ 373

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Form 3014 9/80 (with changes)

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(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 Reinstatement.** 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 for 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 Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note (Change of Loan Servicer).** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage 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 remedial action is necessary, or is notified by any governmental or regulatory authority, that any removal or other remedial action 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 defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, oil, flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos, formaldehyde, and radon gas. 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-LIENOR COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument in full 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 the 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 recording costs.

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

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Form 2014 970 (page 6 of 6 pages)

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(Space Below This Line Reserved For Lender and Recorder)

**"OFFICIAL SEAL"**  
 Juanita A. Smith  
 Notary Public, State of Illinois  
 My Commission Expires 1/20/95

Notary Public  
*Juanita A. Smith*  
 19 98

My Commission expires:

set forth:

signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she personally known to me to be the same person(s) whose name(s) do hereby certify that Rosalie S. Harris, divorced and not since remarried,

I, *Juanita A. Smith*, a Notary Public in and for said county and state, County ss:

—Borrower Social Security Number: (Seal)

—Borrower Social Security Number: *322365191* Rosalie S. Harris (Seal)

*Rosalie S. Harris*

Witnesses:

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

- Adjustable Rate Rider
- Condominium Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Balloon Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), Borrower shall be given one conformed copy of the Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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. 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this 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 accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment of or postponing the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

10. 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.

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.

8. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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.

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 otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun 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 causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a 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.

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 7 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 otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun 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 causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a 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.

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.

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Property of Cook County Clerk's Office

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PARCEL 1:

UNIT NO. 1720 IN 680 TOWER RESIDENCE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING:

LOT 2, IN PAUL'S SUBDIVISION OF THE LAND, PROPERTY AND SPACE IN PART OF LOTS 5 AND 6 AND THE TRACT MARKED "ALLEY" LYING BETWEEN SAID LOTS 5 AND 6 OF COUNTY CLERK'S DIVISION OF THE UNSUBDIVIDED ACCRETIONS LYING EAST OF AND ADJOINING THE SUBDIVIDED PARTS OF BLOCKS 43, 44 AND 54 WITH OTHER LANDS IN KINZIE'S ADDITION TO CHICAGO, ILLINOIS IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING FROM SAID LOT 2 THAT PART THEREOF, BEING THE PROPERTY AND SPACE AT THE SECOND FLOOR LEVEL OF SAID BUILDING LYING BETWEEN A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.52 FEET ABOVE CHICAGO CITY DATUM (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT SAID SECOND FLOOR) AND A HORIZONTAL PLANE HAVING AN ELEVATION OF 50.501 FEET ABOVE CHICAGO CITY DATUM (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT THE THIRD FLOOR IN SAID BUILDING) AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 2 BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 WHICH IS 70.23 FEET NORTH FROM THE NORTH LINE OF EAST ERIE STREET, AND THIRTY THREE HUNDREDTHS (0.33) OF A FOOT EAST FROM THE RANGE LINE, HERINAFTER DESCRIBED, AND RUNNING THENCE ALONG LINES PARALLEL WITH THE EAST LINE OF NORTH MCCLURG COURT, AND ALONG LINES PERPENDICULAR TO SAID EAST LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: WEST 35.21 FEET; NORTH 40.63 FEET; EAST 12.49 FEET; NORTH 12.05 FEET; WEST 4.38 FEET; NORTH 16.16 FEET; EAST 6.45 FEET; NORTH 17.91 FEET; EAST 20.59 FEET TO A POINT 157.08 FEET NORTH FROM SAID NORTH LINE OF EAST ERIE STREET AND THIRTY THREE HUNDREDTHS (0.33) OF A FOOT EAST FROM SAID RANGE LINE; THENCE SOUTH PARALLEL WITH SAID RANGE LINE 86.75 FEET TO THE POINT OF BEGINNING ALSO EXCEPTING FROM SAID LOT 2 THAT PART THEREOF BEING THE PROPERTY AND SPACE AT THE THIRD FLOOR LEVEL OF SAID BUILDING LYING BETWEEN A HORIZONTAL PLANE HAVING AN ELEVATION OF 50.50 FEET ABOVE CHICAGO CITY DATUM (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT SAID THIRD FLOOR) AND A HORIZONTAL PLANE HAVING AN ELEVATION OF 62.52 FEET ABOVE CHICAGO CITY DATUM (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT THE FOURTH FLOOR OF SAID BUILDING) AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 2 BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 WHICH IS 70.33 FEET NORTH FROM THE NORTH LINE OF EAST ERIE STREET AND THIRTY THREE HUNDREDTHS (0.33) OF A FOOT EAST FROM THE RANGE LINE, HERINAFTER DESCRIBED, AND RUNNING THENCE ALONG LINES PARALLEL WITH THE EAST LINE OF NORTH MCCLURG COURT AND ALONG LINES PERPENDICULAR TO SAID EAST LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

WEST 25.17 FEET; NORTH 11.31 FEET; WEST 10.04 FEET; NORTH 29.32 FEET; EAST 12.49 FEET; NORTH 12.05 FEET; WEST 4.38 FEET; NORTH 15.76 FEET; EAST 6.45 FEET; NORTH 18.31 FEET; EAST 20.59 FEET TO A POINT 157.08 FEET NORTH FROM SAID NORTH LINE OF EAST ERIE STREET AND THIRTY THREE HUNDREDTHS (0.33) OF A FOOT EAST FROM SAID RANGE LINE; THENCE SOUTH PARALLEL WITH SAID RANGE LINE 86.75 FEET TO THE POINT OF

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BEGINNING ALSO COMPRISED OF LOTS 9 AND 13 AND THOSE PORTIONS OF LOT 7 IN PAUL'S SUBDIVISION AFOREMENTIONED, BEING THE PROPERTY AND SPACE AT THE 6TH AND 7TH FLOOR LEVELS OF SAID BUILDING LYING BETWEEN A HORIZONTAL PLANE HAVING AN ELEVATION OF 86.52 FEET ABOVE CHICAGO CITY DATUM (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT SAID 6TH FLOOR OF SAID BUILDING) AND A HORIZONTAL PLANE HAVING AN ELEVATION OF 110.53 FEET ABOVE CHICAGO CITY DATUM (AND BEING AT THE UPPER SURFACE OF THE FLOOR AT THE 8TH FLOOR OF SAID BUILDING) AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 7 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF SAID LOT 7 WHICH IS 70.33 FEET NORTH FROM THE NORTH LINE OF EAST ERIE STREET AND 0.33 (THIRTY THREE HUNDREDTHS OF A FOOT) EAST FROM THE RANGE LINE, HEREINAFTER DESCRIBED AND RUNNING THENCE ALONG PARALLEL WITH THE EAST LINE OF NORTH MCCLURG COURT, AND ALONG LINES PERPENDICULAR TO SAID EAST LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: WEST 35.21 FEET; NORTH 40.63 FEET; EAST 12.49 FEET; NORTH 12.05 FEET; WEST 4.38 FEET; NORTH 16.16 FEET; EAST 6.45 FEET; NORTH 17.91 FEET; EAST 20.59 FEET TO A POINT 157.08 FEET NORTH FROM SAID NORTH LINE OF EAST ERIE STREET AND 0.33 (THIRTY THREE HUNDREDTHS) OF A FOOT EAST FROM SAID RANGE LINE; THENCE SOUTH PARALLEL WITH SAID RANGE LINE 86.75 FEET TO THE POINT OF BEGINNING SAID RANGE LINE HEREIN MENTIONED BEING A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF EAST ERIE STREET AND WHICH INTERSECTS SAID NORTH LINE AT A POINT 83.95 FEET EAST FROM THE NORTHEAST CORNER OF EAST ERIE STREET AND NORTH MCCLURG COURT, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26912811 AND AS AMENDED BY DOCUMENT; TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 26320245, AS AMENDED, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

UNIT 6.77 IN 680 PRIVATE GARAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF LOTS 6, 7, AND 12 IN PAUL'S SUBDIVISION OF THE LAND, PROPERTY AND SPACE IN PART OF LOTS 5 AND 6 AND THE TRACT MARKED "ALLEY" LYING BETWEEN SAID LOTS 5 AND 6 OF COUNTY CLERKS' DIVISION OF THE UNSUBDIVIDED ACCRETIONS LYING EAST OF AND ADJOINING THE SUBDIVIDED PARTS OF BLOCKS 43, 44 AND 54 WITH OTHER LOTS, IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26827972 AND AMENDED AND RESTATED AS DOCUMENT 88389820, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 3 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 26320245 AND RERECORDED AS DOCUMENT 26407239 AND AMENDED BY DOCUMENT 26407240 AND AS CREATED BY DEED FROM LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 21, 1987 AND KNOWN AS TRUST NUMBER 112912 TO ROSALIE S. HARRIS DATED JANUARY 12, 1990 RECORDED FEBRUARY 5, 1990 AS DOCUMENT 90058159.

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RA  
K:

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(Seal) Borrower

(Seal) Borrower

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

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

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them, the Owners Association unacceptably to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptably to Lender.

or (iii) termination of professional management and assumption of self-management of the Owners Association of Lender; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit

of Lender; (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

consent, either partial or complete, 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

consent, shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**D. Condemnation.** The proceeds of any award or claim for an easement, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds

shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability policy acceptable in form, amount, and extent of coverage to Lender.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy of the Condominium Project which is satisfactory to Lender and which provides insurance

coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for 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 Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy of the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for 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 Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for an easement, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partial or complete, of the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

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

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CONDOMINIUM RIDER 2 25 2 7 9  
13-47-95-1  
THIS CONDOMINIUM RIDER is made this 19 day of April, 1995  
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 HABUYS TRUST, AMB, SAVINGS, BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 680 N. Lake Shore Drive, Unit #1720, Chicago, IL 60611 [Property Address]  
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:  
680 TOWER RESIDENCE CONDOMINIUM [Name of Condominium Project]