

PREPARED BY:
JACQUE SOLLARS
ROLLING MEADOWS, IL 60008

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RECORD AND RETURN TO:

AMERICAN FRONTIERS MORTGAGE CORPORATION
2550 WEST GOLF ROAD
ROLLING MEADOWS, ILLINOIS 60008

[Space Above This Line For Recording Data]

MORTGAGE

009650334

92823712

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 26, 1992

The mortgagor is

RICARDO NAON

AND KELLY A. SWEENEY HUSBAND AND WIFE

DEPT-01 RECORDING:

T:6666 TRAN 0315 11/04/92 16:48:00
\$6736 4 E *-52-823712
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to

AMERICAN FRONTIERS MORTGAGE CORPORATION

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

and whose address is 2550 WEST GOLF ROAD
ROLLING MEADOWS, ILLINOIS 60008 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 145,000.00).

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 NOVEMBER 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 property located in COOK

County, Illinois:
UNIT 401 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE FRANKLIN BUILDING CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 81535732, AS AMENDED, IN SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

92823712

17-16-406-026-1049

VOL. 511

which has the address of 720 SOUTH DEARBORN, CHICAGO
Illinois 60605 ("Property Address");

[Street, City,

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

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DPS 1088

Form 3014 9/80

Initials: PN

K8

VMP MORTGAGE FORMS - 1313193-8100 - 18001521-7201

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Form 3011 9/80

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

If 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 attach priority over this Security Instrument, or (c) secure from the holder of the lien an agreement satisfactory to Lender subordinating the lien to another part of the lien, or (c) legal proceedings which in the Lender's opinion operate to prevent the by, or demands against enforcement of the lien in a manner acceptable to Lender; (b) consents in good faith the lien writing to the payment of the obligation secured by the lien in the Security Instrument unless Borrower: (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If 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 due manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments, if any. Borrower shall pay charges; Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions available to the Property

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

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amount payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

If the Property, shall apply security funds held by Lender at the time of acquisition or sale as a credit against the sum received by Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the excess Funds in accordance with the requirements of application paragraph 2, if the amount of the Funds held by Lender in any time to Lender the amount necessary to make up the deficiency in no more than shall pay to Lender the amount necessary to pay the deficiency, Lender may as security Borrower is writing, and, in such case Borrower for the excess Funds in connection with the application of the Funds held by Lender shall account to Lender for any applicable law requires Lender to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender in agreement is made of a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender is a DPA Borrower interest on the Funds and applying the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or Escrow items, Lender is such including Lender is each institution whose deposits are insured by a federal agency, instrumentality, or entity

If the Funds were made, the Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds were made, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, Lender shall be paid on the Funds. Lender shall give to Borrower, applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Lender in agreement is made of a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Funds held by Lender shall account to Lender for any applicable law

debt to the Funds, unless Lender is a DPA Borrower interest on the Funds and applying the escrow account, or Escrow items, Lender may require Borrower to hold the Funds and the purpose for which each Borrower and Lender may agree in writing, however, Lender shall be paid on the Funds. Lender shall give to Borrower, applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Lender in agreement is made of a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Funds held by Lender shall account to Lender for any applicable law

verifying the Escrow items, unless Lender is a DPA Borrower interest on the Funds and applying the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or Escrow items, Lender is such including Lender is each institution whose deposits are insured by a federal agency, instrumentality, or entity

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future notes a lesser amount, if so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgagor's account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, 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 premiums. These items are called "Escrow items." if any: (e) yearly mortgage insurance premiums, 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 attach to the Security Instrument as a lien on the Property; (b) yearly leasehold payments, Lender on the day monthly payment are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and insurance premiums by Lender to the Note, and Lender, Borrower shall pay to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the Property, if any: (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any: (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments, and assessments which may attach to the Security Instrument as a lien on the Property; (a) yearly taxes and insurance premiums by Lender to the Note, and Lender, Borrower shall pay to

1. Payment of Principle and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

Variations by joint declaration to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

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

grants and conveys the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized 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".

TOGETHER WITH all the improvements now or hereafter erected on the property. All replications and additions shall also be covered by this Security

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term [extended coverage] and any other hazards, 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 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.

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 have 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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16. **Bottower's Copy.** Bottower shall be given one confirmed copy of the Note and or 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 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.

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 in this paragraph.

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

Prepayment charge under the Note.

secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, renew or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

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

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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property, which abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make 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 required by this Security Instrument, whether or not then due.

including, unless otherwise agreed in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument or not the sums are then due.

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this market value of the Property immediately before the taking is less than the amount of the sums secured by the market value of the Property immediately before the taking, is less than the amount of the sums secured immediately before the taking.

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 in which the fair value shall be paid to Lender.

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 convenience in lieu of condemnation, are hereby assigned and

g. Inspection, Lander or the Agent may make reasonable entries upon and inspectors or the property, Lander shall give Borrower notice at the time or prior to an inspection specifically 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 again becomes available and is obtained, Borrower shall pay premiums in accordance with any agreement between Borrower and Lender or applicable law.

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Form 3014-9/80
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23. Willer of Homestead Borrower reserves all right of homestead exemption in this Property.
DPS 1002 Form 3014-8/90

22. Redesign, out most utilized to, reasonable attorneys' fees and costs of due evidence.

21. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration (unless 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 date of 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 sum secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remanifest after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate and foreclose. 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.

relate to health, safety or environmental protection.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, 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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance Subsistence of Environmental Law.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, storage, or release of any Hazardous Substances. 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, storage or the property of small quantities of Hazardous Substances that are generally recognized to be normal

19. Sale of Note: Change of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold and/or otherwise transferred 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 changes 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.

not apply in the case of acceleration under paragraph 17.

18. Borrower's Right to Remodel. 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 entitling this Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Note as if no acceleration had occurred; (b) pays all expenses of any other covariance or agreements or arrangements; (c) pays all expenses incurred in collecting this Security Instrument; (d) pays all costs of collection including attorney's fees; and (e) makes such action as Lender may reasonably require to assure including, but not limited to, reasonable attorney's fees; and (d) makes such action as Lender may reasonably require to assure that the Lender's rights in the Security Instrument are not violated.

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.

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.

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) without

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 26TH day of OCTOBER 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 AMERICAN FRONTIERS MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 720 SOUTH DEARBORN, CHICAGO, ILLINOIS 60605
(Property Address)

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

FRANKLIN BUILDING CONDOMINIUM

(Name of Condominium Project)

54825712

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. CONDOMINIUM 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 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 insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 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 casualty or in the case of a taking by condemnation or eminent domain;

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

(iii) termination of professional management and assumption of self-management of the Owners Association; or

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

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.

(Seal) *Ricardo Naon* (Seal)
Borrower RICARDO NAON Borrower
(Seal) *Kelly A. Sweeney* (Seal)
Borrower KELLY A. SWEENEY Borrower

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