PREPARED BY: JANICE HOPPER NORRIDGE, IL

UNOFFICIAL COPY

60634

RECORD AND RETURN TO:

92847992

LASALLE TALMAN BANK FSB 4242 NORTH HARLEM AVENUE NORRIDGE, ILLINOIS 60634

ATTENTION: JANICE HOPPER

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MORTGAGE

35 Div

328233-3

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 4, 1992 KEVIN G. AUGUSTYN AND LOUISE A. STORING, HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to LASALLE TALMAN BANK FSB

which is organized and existing under the laws of UNITED STATES OF AMERICA

, and whose

address 15 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634

"Kender"). Borrower owes Lender the principal sum of

ONE HUNDRED FIFTEEN THOUSAND AND 00/100

Dollars (U.S. \$

115,000.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for 1, 2007 OECEMBER monthly payments, with the full debt, if not paid earlier, due and payable on

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 3-A, DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL

OF REAL ESTATE (HEREINAFTER PEFERRED TO AS PARCEL):

SEE COMPLETE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

14-32-233-033-1003

-6R(IL) 91011

which has the address of 2059 NORTH SEMINARY-UNIT 3A, CHICAGO 60614 ("Property Address"); Illinois Zip Code

Street, City ,

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

DPS 1089 Form 3014 9/90

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VMP MORTGAGE FORMS - (\$13)283-8100 - (\$00)521-7281

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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 tien which may attain priority over enforcement of the lien; 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 prompily discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in

if Borrower makes these payments directly, Borrower shall premptly furnish to Lender receipts evidencing the payments to 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 altem priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay 4. Changest Liens. Borrower shall pay all taxes, assessments, charges, frace 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 amounts ravable under paragraph 2: 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender paragraphs

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or safe this Security Instrument Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

shall pay to Lender the amount necessary to make up the deficiency. Borrever shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. time is not sufficient to pay the Escrow Items when due, Lender may so noting Borrower in writing, and, in such case Borrower for the exicess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to seeld by applicable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are pledged as additional security for all sams secured by this Security instrument. without charge, an 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, the contest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender 32 d) got be required to pay Borrower any interest or earnings on the Funds. used by Lender in connection with this loan, will as applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require horrows, to pay a one-time charge for an independent real estate tax reporting service ventying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permus Lender to make such Escrow liems. Lender may not charge Lorrower for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such in transitution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the The Funds shall be belot in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Lender may estimate it e at sount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. It en, Lender may, at any time, coilect and hold Funds in an amount not to exceed the lesser amount. 1974 as amendou firm time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mongray from may require for Borrower's escrow 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 morigage 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold 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 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 debt evidenced by the Note and any prepayment and late charges due under the Note. I. Payment of Principal 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 jurisdiction 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. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrant BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to morigage

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

fixiures now or hereafter a part of the property. All replacements and additions shall also be covered by this Securit TOCETHER WITH all the improvements now or bereafter erected on the property, and all easements, appurienances, as

5. Hazard or Property Insurance. Borrower that keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended goverage" 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 sumsecured 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 in postpone the due date or 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 equisition 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 Porrower'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 clusing 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 maternal 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 inacturate information or statements to Lender (or failed to provide Lender with any material information) in connection with the ioan 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 any 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 eny 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.

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 as 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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be severance.

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

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 shall be given by first class mail to Lender's address stated bettein 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.

prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

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 loan by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any

Secondry 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 Secondry Instrument but does not execute the Note: (a) is co-signing this Secondry Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Secondry Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest of seconds by this Secondry Instrument; and (c) agrees that Lender and any other Borrower in extend, modify, forbest of make any accomposations with regard to the terms of this Secondry Instrument or the Note without that Borrower's consent, make any accomposations with regard to the terms of this Secondry Instrument or the Note without that Borrower's consent,

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of thus

exercise of any right or remedy.

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

Unless Lender and Borrower coccasts agree in writing, any approximant of proceeds to principal state near not extend to be supposed the due date of the monthly payments referred to in paragraphs? Extension of the time for payment or modification?

11. Borrower Not Released; Forberran at By Lender Not a Waiver, Extension of the time for payment or modification?

ured by this Security instrument whether or not not used any application of proceeds to principal shall not extend one.

award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is givers. 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 at and oned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

In the event of the Property immediately before the taking is equal to or greater than the amount of the sume secured by the same secured by the following fraction: (a) the total same secured by the same secured by the father of the same secured immediately before the taking, divided by (b) the fath market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the father market value of its Property in which the father market value of its Property in which the father same secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applied to the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applied to the sums secured immediately before the applied to the sums are then due.

shall be paid to Lender.

In the event of a total inking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

In the event of a total inking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

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

19. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and condemnation, are hereby assigned and

nasurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

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 the provider of the provider at least reserve, until the requirement for mortgage.

17. Transfer of the Property of a Beneficial Interest in Borrower. I will 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 'incited 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 mortily payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer uncerted 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 cruse 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 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 derined as ioxic 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 Z this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction when the Property is located that 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 florrower'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: (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 by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 2), 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.

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Jasmurteni were a part to this Security instrument at the cidents were a part of this Security with this Security instrument, the covenants and egreements of each ruch rider shall be incorporated into and shall amend 24. Riders to this Security instrument. It one or more riders are executed by Borrower and recorded together

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UNIT 3-A, DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFIER REFERRED TO AS PARCEL):

THE WEST 12 OF LOTS 46 AND 47 IN BLOCK 4 IN THE SUBDIVISION OF THE EAST 12 OF BLOCK 10 IN SHEFFIELD'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST ½ OF THE NORTHEAST ½ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY HYDE PARK BANK AND TRUST COMPANY, A STATE BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 17, 1972 AND Maser .
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HLINOIS

OFFICE

17.7 KNOWN AS TRUST SCHEER 233 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22313193 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COURT. HLINOIS

TAX NO.: 14-32-223-033-1903

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 4TH day of NOVEMBER

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

LASALLE TALMAN BANK FSB

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

2059 NORTH SEMINARY-UNIT 3A, CHICAGO, ILLINOIS 60614

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

THE SEKINARIANS CONDOMINIUM

(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 projects of Borrower's interest.

CONDOMINIO COVENANTS. In addition to the covenants and agreements made in the Security Instrument Romower 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: (ii) Declaration or any other document which creates the Condominium Project; (iii) 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 Icos as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or 'blarket" 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 "entended coverage," them: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installer, into for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniforr. 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 incurance 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 Lew'er 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 (a) 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 Utiliorm Covenant 10.

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Londer and with Lender's prior written consent, either partition or subdivide the Property or consent o:

- (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 casu 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

Condominan Maci.		
	(Seel Comment (Magnoly)	(Seel)
	Borrower KEVIN G. AUGUSTYN	Borrows
	(See) Laise CI Stormo	(Seei)
	Borrower LOUISE A. STORINO	Воггоми