#### 92879510

This instrument was prepared by: MARGARETTER # COMPANY INC 94TH AVENUE

MORTGAGE

133.00 11/23/92 15:38:00 COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on The mortgagor is

Nc.

aoth, 1992

MELVIN M MILLER,

, and whose address is

MARLENE MILLER, , HIS WIFE 57U

("Borrower").

This Security Instrument in given to

MARGARETTEN & COMPANY, INC. under the laws of

which is organized and existing

New Jursey One Ronson Road, New Jersey

("Lender").

One Ronson Road, Iselin, Ne Borrower owes Lender the principal sum of

One Hundred Thirty-rive Thousand, and 00/100

(U.S. \$ 135,000.00 ) 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 December 1st, 2022 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all r newals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 1.0 protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the Sourity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following arteribed property located in

County, Illinois:

\*\*\*UNIT B-1 IN PAULINA PLACE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 26, 27, 28, 29 AND 30 IN DILLARD'S FEBURDIVISION OF LOTS 70 TO 87 INCLUSIVE AND LOTS 99 TO 116 INCLUSIVE IN J.G. KEENAN'S SUBDIVISION OF BLOCK 24 IN SHEFFIELD'S ADDITION TO CHICAGO IM THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDUCTINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON JULY 30, 1992 AS DOCUMENT 92562861, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTY IN SAID DECLARATION, AND TOGETHER WITH A RIGHT AND BENEFIT APPURTENANT TO THE OWNERSHIP OF SAID UNIT TO THE PERPETUAL AND EXCLUSIVE USE OF LIMITED COMMON ELEMENT PARKING SPACE P-12 AS SET FORTH IN SAID DECLARATION. \*\*\*

PERMANENT TAX NO. 14-31-422-002

14-31-422-003

which has the address of

N PAULINA UNIT B1 1737

60614 CHICAGO, IL

("Property Address");

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 seised 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT MAR-1205 Page 1 of 5 (Rev. 5/91)

Form 3014 9/90

BOX 430

NEAR-1205 Page 2 of 5 (New 5/91) Replaces MAR-1205 (New 7-47)

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#### ITTINOIS-SINCTE EVMITK-ENWY/EHTMC ONIBORN INSTROMENT

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.

Instrument immediately prior to the acquisition.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to 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 restore the Property or so solder the insurance proceeds. Lender may use the proceeds to 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

Lender. Lender may make proof of loss if not made promptly by Borrower.
Unless Lender and Borrower otherwise agree in writing, insurance proceed

All insurance policies and renewals shall be acceptable to Lender and shall include a standar I trottgage 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 manner and renewal notice of loss if not loss, Borrower shall give prompt notice to the manner and lender and renewal notices.

Property insured against loss by fire, hazards included within the term "extended coverate" and any other hazards, including floods or flooding, for which Lender requires. 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 Box over subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described a long Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph, ?

in writing to the payment of the obligation secured by the lien in a trial net acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceeding, which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an exteriorment satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Prope ty is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees

payments.

which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time these obligations in the manner, Borrower shall prontyly to the person owed payment. Borrower shall prontyly furnish to Lender all notices of amounts to be paid under this directly to the person owed payment. Borrower shall prontyly, furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrow er shall promptly furnish to Lender receipts evidencing the

2; third, to interest due; fourth, to principal du ; and last, to any late charges due under the Note.

by this Security Instrument.

3. Application of Pryments.

Unles: apr licable law provides otherwise, all payments received by Lender under Paragraphs I and 2 shall be applied: first, to any prepayment cliarges due under the Note; second, to amounts payable under Paragraph

Upon payment in full of all thins secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under for against the acquisition or sale as a credit against the secured sale of the Property, shall apply any Fun's held by Lender at the time of acquisition or sale as a credit against the sums secured

more than twelve monthly payments, at Lender's sole discretion.

for the excess Funds an accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender in samount necessary to make up the deficiency. Borrower shall make up the deficiency in no

If the Funds he', by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the Funds held by Lender at the Lender at the Funds held by Lender at the Lender at the

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(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, ainually analyzing the escrive account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower interest on the Funds and independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each depit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security which each depit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security

expenditures of future Escow Items or otherwise in accordance with applicable law.

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly laxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any: (c) yearly hazard or property insurance premiums; (d) yearly leasehold premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums; if any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums. These items are called accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 260] et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of

after the date of occupancy, whese lends otherwise agrees in writing, which cancer 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 has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph

7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrume t. 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 Insulance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall hay 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.

9. Inspection. Lender or its agent may make reconable 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.

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

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair 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 Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less that the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument wheth a or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower hat the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 flags of first the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

sums secured by this Security Instrument, whether or not then due.

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

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

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

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.

Property of Cook County Clerk's Office

92879510

THE BUTTON

UNOFFICIAL C

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 in this paragraph.

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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and 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 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 they would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other corenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reaso table attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrumen, 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.

The Note or a partial interest in the Note (together with this Security 19. Sale of Note; Change of Loan Servicer. 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 payme n, 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 pe mit 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 senteries shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are fenerally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, clair i, 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's 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, other flammable or loxic netroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radio ctive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where ine Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Leavier 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 miless 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

MAR-1205 Page 5 of 5 (Rev. 5/94)

My Commission expires:

Form 3014 9/90

ITTINOIS-SINCTE EVMITA-ENMY/EHTMC NNIEOBM INSTRUMENT

NOTIFICATION EXERTS CONTROL OF THE C

" OFFICIAL STAL "
W. M. SNOW
NOTES FOR STAL "
NOTES FOR STATE SHAPE

Notary Public

MIJIM

Given under my hand and official seal, this 20th

1992

day of November

personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their free and voluntary act, for the uses and purposes therein set forth.

I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that MILLER, By STRACT MILLER, MY STRACT MILLER, HIS WIFE, BY STRACT MILLER, HIS ATTERNEY-INFAIL MAY STUBRY ATTERNEY-INFAIL MAY STUBRY.

Or Coop

LINDO

COOK

STATE OF ILLINOIS,

Borrower

SENSE MILLER-BOLTOWER

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and in any tider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

Condominium Rider

The inlimming Siders are attached:

List. 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.

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 rays ent.

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

Rider.

MELATIN M

MARLENE

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### 01267352

MAR-6017 Page 1 of 3 (Rev. 5/91) Replaces nach finds Page 1 of 2 (Rev. 5/87)

Borrower shall give Lender prompt notice of any lapse in required hazard insurance cove age.

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. De CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with 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.

MULTISTATE CONDOMINIUM RIDER—SINGLE FAMILY—FUMA/FHLMC UNIFORM INSTRUMENT

Form 3140 9/90

deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

shall promptly pay, when due, all dues and assessments imposed rursvant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanker" policy on the Condominium Project which is sat statetory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards

Borrower and Lender further covenant and agree as follows:

A. CONDOMINIUM OBLICATIONS. Borrower shall perfect and 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

PAULTINA PLACE CONDOMINED Project"). If the owners association or other entity which acts for the Condominium Project (the "Condominium Project"), and the owners Association") holds title to property or 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,

KUOMU 82:

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

APACE AT , CHICAGO , TE TINU ANJUAR W TETT

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

OUGSPINSHO BUG EXISTING HUDEN FUE JEWS OF FUE STATE OF NEW JERSEY

"Borrower") to secure Borrower's Note to

Movember 1992 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Itust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the

20th day of

THIS CONDOMINION RIDER is made this

#### CONDOMINING SIDER

95104225