92980505

A. T. G. F. **BOX 370** 

[Space Above This Line For Recording Data] -----

#### MORTGAGE

DEPT-01 RECORDING

T43333 TRAN 5776 12/29/92 15:54:00

49319 ¢ \*-- 92-- 980505

COOK COUNTY RECORDER

THIS MORTGAGE ("Security instrument") is given on December 18, 1992 Barbara A Judd, an unmarided person

. The mortgagor is [54]

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

92980505

Principal Mutual Life Insurance Company

which is organized and existing under the laws of the State of Lowe address is 711 High Street, Des Moines, IA 50392-0690

, and whose

("Lador") Horrower owes Londor the principal sum of

Fifty Thousand and 0/100.

Dallars (U.S. \$50, 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 January . 2023 This Security Instrument secures to Londor: (a) the repayment of the debt evidenced by the Neth, 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 under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Londer the following County, Illinois: described property located in Cook

Unit 8530 together with its undivided percentage interest in the Common Elements in West Berry Village Unit 3 Condominium as delineated and defined in the Declaration recorded as Document Number 88-494743, as amended from time to time, in the Northwest 1/4 of Section 23, Township 36 North, Range 12 East of the Third Principal meridian, in Cook County, Illinois,

PIN#27-23-116-023-1071

which has the address of 8530 W 161st Street, Tinley Park Illinois 60477 ("Proporty Address"); [Zip Code]

[Street, City],

ILLINOIS-Single Family-Famile Mae/Freddle Mae UNIFORM INSTRUMENT -8R(IL) (0108)

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Form 3014 9/90

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Cook County Clerk's Office

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TOGETHER WITH all the improvements now or hereafter effected on the properly, and all disentents, 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 solsed of the estate hereby conveyed and has the right to mertgage, grant and convey the Property and that the Property is unencombered, except for enoughpances 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 Londer 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lander, Borrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground routs on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lander, in accordance with the provisions of paragraph 8, in flow of the payment of mortgage insurance premiums. These items are called "Escrow Items." Londor may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Batate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2501 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 Furds due on the basis of current data and reasonable estimates of expenditures of future Escrow 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 (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 Horrower for tolding and applying the Funds, annually analyzing the escrow account, or verifying the Escrew Items, unless Londer pays Borrower interest on the Funds and applicable law permits Londer to make such L a charge. However, Lender may require Borrower to pay a cheek me charge for an independent real estate tax reporting service (2) used by Londor 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 regulzed to pay Borrower any interest or ournings on the Punds. Borrower and Londer may agree in writing, however, that interest and be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and hebits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Londor shall promptly refund to Borrower any Funds hold by Lender, 1f, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Londer at the time of acquisition or sale as a credit again in the sums secured by this Security Instrument.

- 3. Application of Phyments. Unless applicable law provides otherwise, all payments received by Leader under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges: Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Londor all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

Page 2 of U

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or dereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other bazards, 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 florrower subject to Lender's approval which shall not be unreasonably withhold. 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 Londer 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 Londor 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 Londor's security is not lessened. If the restoration or repair is not economically feasible or Londor'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 Londor that the insurance carrier has offered to settle a claim, then Londor may collect the insurance proceeds. Londor 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 Londor and Berrower 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 required by Londor, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the equisition shall pass to Londor 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 Horrower'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 are over'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 Londor's good faith determination, precludes furfeiture of the Forrower's interest in the Property or other materia impairment of the lien created by this Security Instrument or Lender's stourity interest. Borrower shall also be in default 🔀 Berrower, during the loan application process, gave materially false or inaccur is a formation or statements to Londor (or fallegreen) to provide Lender with any material information) in connection with the loan order ced by the Note, including, but not limited to, representations concorning Borrower's occupancy of the Property as a principal soldence. If this Security Instrument is one leasehold, Borrower shall comply with all the provisions of the lease. If Borrower exautres 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 falls to perform the coverants 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 bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), it is 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 tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Noic rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

B. 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 Londer 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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payments may no longer be required, at the option of Lender, if morigago insufance coverage (in the ambunt and for the period that Londer requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay the premittens 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 Londer or applicable law.

- 9. Inspection. Londer or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condomnation, 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 Horrower and Londer 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 sum; 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 than the amount of the sums secured immediately before the taking, unless Borrower red lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secure (b) this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a cinim for damage. Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply in a proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, wholie, or not then due.

Unless Londer and Borrower otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments defend to in paragraphs I and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security had ment granted by Londer to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Darrower's successors in interest. Londer shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of my demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Londer in exercising any fight 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 London 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 whic's sery 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. Londor may choose to make this refund by reducing the principal owed under the Note or we 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.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Londer. Any notice to Lender shall be given by first class mail to Londer's address stated herein or any other address Londer designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Londer 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.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 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 Horrower 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 normitted 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 accoleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, lactuding, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument and continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby such committee unchanged. Upon reinstatement by Borrower, this right to reinstate shall not apply in the case of acceleration ander paragraph 17.

19. Sale of Note; Change of Lam 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 monday payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will plate the name and address of the new Loan Servicer and the address to will payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding 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.

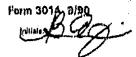
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and my Fuzardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is recessary, 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 texic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable of oxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and rad one) or materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Berrower'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 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, Londor shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.





te covenants and agreements of this Security Instance applicable box(es)]    Land Adjustable Rate Rider   Conducted Payment Rider   Conducted Paymen	Condominium Ridor Planned Unit Development Ridor Rate Improvement Ridor Office(a) [specify]	t-4 Family Ridor Biwookly Paymont Ridor Second Home Ridor	
BY SIGNING BELOW, Borrower accepts		s contained in this Security Instr	innent and
nany rider(s) executed by Borrower and records Vitnesses:	Barbara A Jud	) Godd	(Seal) Borrower
	(Seil)	75°O,5c.	(Scal) Barrawer
FATE OF JULINOIS,  1. Candise S. Casey  1. Barbara A Judd, an unmarried p	-Horrower	nty ss: for said county and state do here	Bostonas
bsoribed to the foregoing instrument, appeared gned and delivered the said instrument as Given under my hand and official scal, this		ne to be the same person(s) whose knowledged that she she in the same person (s) whose she is the same person (s) whose same person	sot forth.
y Commission Expires: 4-23-94	Candles	State Or Aller	

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coverage to Lander.

Gorrower,

C. Public Liability insurance. Berrower 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

In the event of a distribution of bazard insurance proceeds in lieu of restoration or repair valowing a loss to the Property, whether to the unit or to common elements, any proceeds psychole to Borrower are hereby assigned and shall be paid to Lander for application to the sums secured by the Security instrument, with any excess paid to

Isorrower shall give Lender prompt notion of any inpact in required brazil ovig that's rewerrest.

policy.

Property is deemed satisfied of the extent that the required coverage is provided by the Swiners Association

yearly premium installments for hazard innurance on the Property; and (ii) Borrower's obligation under Uniform Coverage on the

fire and invaride included within the term "extended coverings," then:

(i) Lander waives the provision in Uniform Covering 2 for the mappily payment to Lander of the

currier, a "manter" or "blanket" pullcy on the Condominium Project which is satisfactory to Londer and which provides insurance coverage in the amounts, for the periods, and against the insurals Londer requires, including the coverage in the period oversing "then:

Constituent Documente, So long as the Owners Association may taken with a generally accepted insurance

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

Instrument, Borrower and Lendor further coverage, and agree as follows:

A. Condominhum Obligations, Borrower and partorm all of Borrower's obligations under the

CONDOMINIUM COVENAMTS. (p. addition to the covenants and agreements made in the Security

(the "Condominium Project"). 1" the owners association or other entity which nots for the Condominium Project (the "Condominium Project the Condominium Project (the "Owners Association") holds the to property for the benefit or use of its members or shurcholders, the Property also includes Borrower's Interest in the Owners Association and the uses, proceeds and hencitis of

92980202

broject known au:

[Property Includes a unit in, together with an undivided interest in the common elements of, a condominium

8830 W Terac Serose, Tinlay Park, Il 60477

of the same date and covering the Proporty described in the Security Instrument and located at:

("tabua.1" adi)

Principal Mutual Life Insurance Company

Burrower's Note to

'THIS CONDOMINIUM RIDER is made this displacement the Mortgage, Deed of Trust or Security Instrument") of the same date given by the undersigned (the "Borrower") to secure

#### CONDOMINION KIDER

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- 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 Scenrity Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Londer and with Londer'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 Londor;
- (iii) terestimation 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 Londor may pay them. Any amounts dishursed by Lewfor under this paragraph P shall become additional debt of Borrower secured by the Security Instrument. Unless corrower and Londor 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 Londor to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Ridor. (4), 32 (4)

Barbara A Judd	(Soal)
	(Soal) -Borrower
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