92051674

92051674

\$0025

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MORTGAGE

THIS MORTCAGE ("Security Instrument") is given on JANUARY 23, 1992 The mortgagor is DIARE K. PREKOSOVICH, NEVER MARRIED

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

REGENCY SAVINGS BANK, FSB which is organized and existing under the laws of 24 NORTH WASHINGTON STREET NAPERVILLE, ILLINOIS 60566

THE UNITED STATES OF AMERICA , and whose address is

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

SIXTY THOUSAND AND NO/100

). This ach is evidenced by Borrower's note dated the same date as this Security to Dollars (U.S. \$ 60,000.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Listra nent secures to Lender: (a) the repayment of the debt FEBRUARY 1, 2022 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 to called in

COOK UNIT NUMBER 34 "G" AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOMPENT PARCEL"). LOTS 6, 7, 8 AND 9 (EXCEPT THE WEST 14 FEET OF SAID LOTS) IN BLOCK 16; ALSO ALL THAT LAND LYING EAST OF AND ADJOINING SAID LOTS 6, 7, 8 AND 9 AND LYING WESTERLY OF THE EXMEDENXPARK AS SHOWN ON THE PLAT BY THE COMMISSIONERS OF LINCOLN FARK AS FILED FOR RECORD IN RECORDER'S OFFICE OF DEEDS OF COOK COUNTY, ILLINOIS, ON JULY 16, 1931 AS DOCUMENT NUMBER 10938695, ALL IN COCHRAN'S SECOND ADDITION TO EDGEWATEP, BEING A SUBDIVISION IN THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 34662, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 20686341 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID DEVELOPMENT PARCEL

(EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

14-05-215-015-1303

which has the address of

6007 N. SHERIDAN ROAD #34G

CHICAGO [City]

Illinois

60660 [Zip Code] ("Property Address");

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supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

RECORD AND RETURN TO: RECENCY SAVINGS BANK 24 N. WASHINGTON ST. RECENCY SAVINGS BANK 24 N. WASHINGTON ST.	This instrument was prepared by This instrument was prepared by DEBORAH A. WITHAM (Name) 24 N. WASHINGTON ST. (Name)	
200000	" OFFICIAL SEA	
e γ γ γ γ ση serpires: _E σ γ γ γ ο γ γ ο γ γ ο γ ο γ ο γ ο γ ο γ		
is 23RD day of JANAURY, 1992	forth. Given under my hand and official seal, th	
HER free and voluntary act. Or the uses and purposes therein set	as trommitani bias odi botovilob bias	
subscribed to the foregoing instrument, appeared before me this day in person, and seknowledged that SHER signed		
ally known to me to be the targe person(s) whose name(s)	enostaq ,	
do hereby certify that DIANE K. PREKOSOVICH, NEVE? MARRIED		
is a Notary Public in and for said county and state,	1. Free C. Duet	
COOK County ss:	STATE OF ILLINOIS,	
Social Security Number		
(his2)		
Social Security Number 373-76-0966	7	
DIVNE K' EREKOSOVICH -HOHOWer	0'0	
(INOS) JUNE L THE MOON CLISCHI)	V/%.	
	NEKRIKEK	
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.		
	Other(s) [specify]	
Rate Improvement Rider Second Home Rider	Balloon Rider	
Planned Unit Development Rider Biweekly Payment Rider	Graduated Payment Rider	
اـــا مسم		
X Condominium Rider	Tobia Sale Rate Rider	
	[Check appileable box(es)]	

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

BORROWER COVENANTS that Borrower is lawfully 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.

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 taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or good I rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premium, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escroy frems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a teachally related mortgage loan may require for Borrower's escroy account under the federal Real Estate Settlement Procedures Accord 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds set's 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 expenditures of future Escroy frems 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 Borrower for holding and applying the Funds, annually analyzing the escrow 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 to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this toan, 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, without charge, an annual accounting of the Funds, showing credits and debits 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 applicable law, Lender shall account to Borrower for the excess Funds in 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 nay so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to 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, Lender shall promptly refund to Borrower any Funds held by Lender. If, 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 Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender 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 arributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, along. 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 Lender 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 Lender; (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 Lender 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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07.0.7.A

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

122. Release. Upon payment of all sums secured by mes containing the paragraph 21, memori without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security provided in this paragraph 21, including, but not limited to, reasonable attorneys' fers and costs of title evidence. Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies in full of all sums secured by this Security Instrument without further derays and may forcelose this Security default is not cured on or before the date specified in the notice, Lender of its option may require immediate payment proceeding the non-existence of a default or any other defense of Borrover to acceleration and foreclosure. If the shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure the sums secured by this Security Instrument, foreclosure by jud obli proceeding and sale of the Property. The notice do noting the faiture to cure the default on or before the defact in the notice may result in acceleration of default; (c) a date, not less than 30 days from the date the dotters is given to Borrower, by which the default must be unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Intrument (but not prior to acceleration under paragraph 17 21. Acceleration; Remedies. Lender shall give hotice to Borrower prior to acceleration following Borrower's

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

that relate to health, safety or environmental protection.

used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located pesticides and herbicides, volatile solvents, naterials containing asbestos or formaldehyde, and radioactive materials. As Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

As used in this paragraph 20, "I as irdous Substances" are those substances defined as toxic or hazardous substances by shall promptly take all necessary on clial actions in accordance with Environmental Law.

authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower Law of which Borrower his actual knowledge. If Borrower learns, or is notified by any governmental or regulatory governmental or regulatory agency or private party involving the Property and any Elazardous Substance or Environmental Borrower shalf p ompily give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

residential uses and to maintenance of the Property.

laming on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or Hazardous Sportances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any

also contain any other information required by applicable law.

will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice 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, (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

19. Sale of Nole; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security right to reinstate shall not apply in the case of acceleration under paragraph 17.

Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Len er and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 27 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externaling circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow in: 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 Nen 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 project 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 was hold, 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

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 spoificantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeitar cor 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 his 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 Bo rower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts snaff it, ar interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Porrower requesting

pavment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the load 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 sam 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 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

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enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower.

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in

16. Burrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Security Instrument.

declared to be severable.

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

in this Security Instrument shall be deemed to have been given to Borrower or Lender who a given as provided in this mail to Lender's address stated herein or any other address Lender designates by notice to be career. Any notice provided for mailing it by first class mail unless applicable law requires use of another method. The notice to leadness or any other address Borrower designates by notice to Lender. Any notice to lead given by first class 14. Antices. Any notice to Borrower provided for in this Security Instrum on shall be given by delivering it or by

prepayment charge under the Mote,

direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any refur ded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a the charge to the permitted limit; and (b) any sums already collected fror a parrower which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan change shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or oth r loan charges collected or to be collected in connection

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear Instrument but does not execute the Note: (a) is to 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 paragraph 17. Borrower's coverants and agreem at shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and beneft the successors and assigns of Lender and Borrower, subject to the provisions of

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

waiver of or preclude the exercise of any right or remedy.

Borrower or Borrower's successors in interest. Any forheatance by Lender in exercising any right or remedy shall not be a otherwise modify amortization of the same secured by this Security Instrument by reason of any demand made by the original shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not appeare to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest

11. Borrowe Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the due one of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

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

then due.

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

Aball be paid to Lender.

condennation or other taking of any part of the Property, or for conveyance in fieu of condennation, are hereby assigned and

15026

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 23RD day of January and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust of "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's	
Regency Savings Bank	(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:	
6007 N. SMERIDAN ROAD 434G, CHICAGO, IL 60660 [Property Address]	
The Property includes a unit in, together with an undivided interest in the common elements of, a common as: MALIST CONDOMINIUMS	ondominium project
[Name of Condominium Project]	
(the "Condominium Project"). If the owners association or other entity which acts for the Condom "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.	minium Project (the roperty also includes
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the	Security Instrument,
Borrower and Lender further covenant and agree as follows: A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other doc the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documer promptly pay, when due, all dues and assessments i possed pursuant to the Constituent Documents.	ument which creates
B. Hazard Insurance. So long as the Owner's Association maintains, with a generally accepted "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazarthe term "extended coverage," then:	provides insurance
(i) Lender waives the provision in Uniform Coverage for the monthly payment to Lender of yearly premium installments for hazard insurance on the Property; and	of one-twelfth of the
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.	e on the Property is
Borrower shall give Lender prompt notice of any lapse in required he and insurance coverage. In the event of a distribution of hazard insurance proceeds in lie t of restoration or repair folk Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby as paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower shall take such actions as may be reasonable to inst Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage.	ssigned and shall be rrower, ire that the Owners ge to Lender,
D. Condemnation. The proceeds of any award or claim for damages, direct of correquential, pay connection with any condemnation or other taking of all or any part of the Property, whether of the universe of the applied by Lender to the sums secured by the Security Instrument as provided in Universe Covena E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and was Leaconsent, either partition or subdivide the Property or consent to:	t or of the common der. Such proceeds ant 10. ader's prior written
(i) the abandonment or termination of the Condominium Project, except for abandonic required by law in the case of substantial destruction by fire or other casualty or in the case of a taking	ient or termination
eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the	
Lender; (iii) termination of professional management and assumption of self-management of the Owr (iv) any action which would have the effect of rendering the public liability insurance cove	ners Association; or
the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secunstrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interestisbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower required.	ider may pay them.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condon	ninium Rider.
(Scal) fresh Preshore	CC (Seal) -Borrower
(Seal) DIANE K. PREKOSOVICH	(Scal)
-Borrower 4ULTISTATE CONDOMINIUM RIDER Single Family Famile Mac/Freddle Mac UNIFORM INSTRUMENT	-Horrower Form 3140-9/90
	siness Forms, Inc
to exact (wit: 1-docses)	23 31 31 31 31 31 31 31 31 31 31 31 31 31

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