

PREPARED BY:  
ROBERT L. HOLZER  
WHEATON, IL 60187

# UNOFFICIAL COPY

RECORD AND RETURN TO:

1992 APR 21 AM 9 55

92260812

NBD MORTGAGE COMPANY  
2000 SOUTH NAPERVILLE ROAD  
WHEATON, ILLINOIS 60187

[Space Above This Line For Recording Data]

## MORTGAGE

7836224

331  
331

THIS MORTGAGE ("Security Instrument") is given on **APRIL 3, 1992**  
**DIANE KAMMERER, SINGLE NEVER MARRIED**

(\*Borrower"). This Security Instrument is given to  
**NBD MORTGAGE COMPANY**

which is organized and existing under the laws of **THE STATE OF DELAWARE**, and whose  
address is **900 TOWER DRIVE**  
**TROY, MICHIGAN 48098**  
**FIFTY FOUR THOUSAND**  
**AND 00/100**

Dollars (U.S. \$ **54,000.00**).  
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 **MAY 1, 2022**.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

UNIT NO. 3519-A IN THE EMMETT-FINE CONDOMINIUM AS DELINEATED ON A SURVEY  
OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 3 IN FINE AND GARDEN'S  
SUBDIVISION OF THE HILLTOP, 1750 FEET OF BLOCK 1 IN BAIRD AND WARNER'S  
SALEM DIVISION OF BLOCK 12 OF HILLTOP'S SUBDIVISION OF LOTS 3 TO 21 AND 23 TO 27  
ALL INCLUSIVE IN THE CROWN A SUBDIVISION OF FRACTIONAL SECTION 11, TOWNSHIP  
49 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF  
CONDOMINIUM RECORDED AT COOK COUNTY CLERK'S OFFICE, TOGETHER WITH ITS UNDIVIDED  
PERCENTAGE INTEREST IN THE COMMON ELEMENT.

PIN 14-21-112-011-1008

which has the address of **3519 PINE GROVE AVENUE, CHICAGO**  
**Illinois 60657** **Zip Code** **(Property Address)**

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP MORTGAGE FORMS - (312)293-8100 - (800)621-7291  
VMP • ER(IL) 01011

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DPS 1088  
Form 3014 0/90  
Initials: *[Signature]*

BOX 15

Box 15

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Form 3014 9/90  
DRS 1080

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MDL-ERILL (19101)

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

If Lender decides to foreclose on the Property is subject to a lien which may attach priority over this Security Instrument, if (e) secures from the holder of the lien an agreement satisfactory to Lender authorizing the lien to enforce payment of the lien; or (e) secures from the holder of the lien an agreement satisfactory to Lender authorizing the lien to be foreclosed by legal proceedings which is in the Lender's opinion appropriate to prevent the winding up of the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defers assignment enforcement of the lien in, legal proceedings which is in the Lender's opinion appropriate to prevent the winding up of the lien in a manner acceptable to Lender; (a) agrees in writing to the payment of the obligation secured by the lien in the manner acceptable to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices to be paid under this paragraph, to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay to the Proprietor which held by Lender, fees and impositions due to the Proprietor.

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fees and impositions due to the Proprietor third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

this Security Instrument.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Proprietor, Lender, prior to the acquisition or sale of the Proprietor, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by Funds held by Lender.

If upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve months' payments in excess, unless received by Lender shall account to Borrower.

If the excess Funds in accordance with the amounts permitted to be held by applicable law, Lender shall discretion to make up the deficiency in no more than

time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender in any

time to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, Lender shall be required to pay Borrower any interest or earnings on the Funds.

applicable law requires interest to be paid, Lender shall be liable to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless otherwise otherwise law provides. Unless an agreement is made or

a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate or reporting service

verifying the Escrow items, unless Lender, pays Borrower interest on the Funds and applicable law permits Lender to make such

Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or

including Lender, if Lender is such as a institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as demanded from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgage loans may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, if, in my time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

deposits of paragraph 8, in lieu of the payment of insurance premiums. These items are called "Escrow items."

if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

Lender on the day monthly payments are due under the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

prime of principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.

Variations by jurisdiction to constitute a uniform covenant for national use and non-uniform covenants with limited

grants will convey the title to the Property against all claims and demands, subject to any encumbrance of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to quietus,

laches, 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".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all attachments, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument.

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5. Hazard or Property Insurance. Borrower shall keep the improvements to the existing, or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by ceasing 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 Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPB 1091

Form 3014 9/90

Initials: 

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Form 301A 9/80  
DPR 1082

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

Digitized by srujanika@gmail.com

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 of this Security Instrument or clause of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise specified below:

prepayment charge under the Note.

**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 exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed 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 fee.

secured by this Security Instrument; and (c) agrees that Lender and any other holder may agree to extend, modify, renew or  
reacquire this Security Instrument; and (d) agrees that Lender and any other holder may agree to waive without Borrower's consent.

12. Successors and Assigees 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 Section 17.

exercising or any right or remedy.

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

Secured by this Security Instrument, whether or not then due.

award of settee a claim or damages. Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repurchase of the Property or to the sums

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

be applied to the sums received by this Security Instrument whether or not the sums are due.

market value of the property immediately before the taking is less than the amount of the sums secured immediately before the taking unless the owner and lessee otherwise agree in writing or unless implied by law otherwise provides. The proceeds shall

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the first

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

Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

whether or not men die, with any excess paid to Robin Hood; in the event of a partner dying, half of his property in which he participated will be left to Robin Hood.

In the event of a total taking of the Property, the proceeds shall be applied to the sums required by the Security Instrument.

condemnation of other works as part of the trophy, or for connoisseurs in view of connoisseurs, and shall be paid to Lender.

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

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

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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17. Transfer of the Property or in 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 then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not 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 shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the 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 permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in 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 Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the 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.

DPS 1083  
Form 3014 9/90

92250812

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DPS 1094

Page 0 of 8

Notary Public

My Commission Expires  
NOTARIAL TITLE: SHARON RIDER  
NOTARY PUBLIC #:  
EXPIRATION DATE: 10/03/2024

Given under my hand and official seal, this 22 day of July, 2014,  
from and voluntary act, for the uses and purposes therin set forth,  
we this day in person, and acknowledge that HE/SHE signed and delivered the said instrument as HIS/HER  
personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before  
me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument, apperead before

DIANE KAMMERER, SINGLE NEVER MARRIED  
County and State do hereby certify that

a Notary Public in and for said

STATE OF ILLINOIS, COOK

County ss:

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Witness

Borrower

(Seal)

Witness

DIANE KAMMERER

Diane Kammerer

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.

24. 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 of this Security instrument as if the rider(s) were a part of this Security  
instrument.
- Check applicable box(es)
- |                                                |                                            |                                           |                                                 |                                                 |                                                          |                                                    |                                             |                                     |                                            |                                        |                                                 |                                           |
|------------------------------------------------|--------------------------------------------|-------------------------------------------|-------------------------------------------------|-------------------------------------------------|----------------------------------------------------------|----------------------------------------------------|---------------------------------------------|-------------------------------------|--------------------------------------------|----------------------------------------|-------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biannual Payment Rider | <input type="checkbox"/> Plan and Unit Development Rider | <input type="checkbox"/> Fratite Improvement Rider | <input type="checkbox"/> Other(s) (Specify) | <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> 1-A Family Rider |
|------------------------------------------------|--------------------------------------------|-------------------------------------------|-------------------------------------------------|-------------------------------------------------|----------------------------------------------------------|----------------------------------------------------|---------------------------------------------|-------------------------------------|--------------------------------------------|----------------------------------------|-------------------------------------------------|-------------------------------------------|

7836224

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 3RD day of APRIL 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

NBD MORTGAGE COMPANY

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

3519 PINE GROVE AVENUE, CHICAGO, ILLINOIS 60657

(Property Address)

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

(Name of Condominium Project)

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

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

**A. CONDOMINIUM COVENANTS.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. HAZARD INSURANCE.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. PUBLIC LIABILITY INSURANCE.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

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

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

**F. REMEDIES.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

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

(Seal)  
Borrower

  
DIANE KAMMERER

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

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