[86960)

VERNON HILLS, IL 60061 **300 DEERPATH DRIVE** MARS MORTGAGE CORPORATION OT NAUTER ON

BOX 385

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MORTGAGE [and guibrood rot only siff evod hong?]

TENDEU.2 1 00-28-30191

APRIL 13, 1992 The mortgagor is

BARBARA ANNE PARKER, AN UNMARRICO WOMAN THIS MORTGAGE ("Sycurlity Instrument") is given on

1\$8888 | JEVEN 2519 04158165 TV:02:00 DEBL-OT RECORDING

サザビス包置~ごる~× \$ 6078\$

("Borrower"). This Security Instrument is siven to SEARS MORIGAGE CORPORATION.

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421108

9'009 SIONI 1'II which is organized and existing under the laws of the STATE OF OHIO

address is 2500 LAKE COOK ROAD, RIVERWOODS,

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

ONE HONDBED THOUSAND DOLLARS AND ZERD CENTS------

Instrument ("Note"), which provides for monthly payments, with the fill dibt, it not paid earlier, due and payable on Dollars (U.S. \$100,000,000,000-------). This debt is evidenced by Borrower's note dated the same date as this Security

other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all . This Security Instrument secures to Lender: (a) the repayment of the debt WYA 1' 5055

purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this

County, Illinols:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREDF.

[Street, Clty],

("Property Address"); Which has the address of 1500 M, LASALLE STREET, #6C, CHICAGO

01909

40101 (71)88- (MA)

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[Sip Code]

WAR MORTGAGE FORMS . (313)293-8100 . (800)527-7291 XC1800DAAA .05 ILLINOIS-SINGIO Family-Family Mee/Freddie Mac UNIFORM INSTRUMENT

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AND STRIBUT Form 3014 8/90 XC1900DVVB 02

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notice.

lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the Lender subordinating the lien to this Security Instrument. It Lender determines that any part of the Property is subject. operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a)

to Lender receipts evidencing the payments.

amounts to be paid under this paragraph. It Borrower makes these payments directly, Borrower shall promptly furnish 4. Charges; Liens. Borrower shall pay all leaves, assessments, charges, lines and impositions attribule to the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, it any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the person owed payment. Borrower shall pay their on time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of

under paragraph 2; Ihird, to interest due; fourth, to principal due; and last, to any late charges dur ur der the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied; first, to any prepayment charges due under the Note; s.co.d, to amounts payable

against the sums secured by this Security Instrument.

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

nb the deficiency in no more than twelve monthly payments, at Lender's sole discretion. and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make 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 may so notify Borrower in writing,

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

additional security for all sums secured by this Security Instrument 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 pay Borrower any interest or earnings on the Funds. Exercewer and Lender may agree in writing, however, that interest 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 loan, unless applicable has provides otherwise. Unless an agreement is made or applicable bar requires interest to be paid, Lender shall not be required to escrow account, or verifying the Escrow tierre, unless Lender pays Borrower interest on the Funds and applicable law

pay the Escrow Items. Lender may not thinge Borrower for holding and applying the Funds, annually analyzing the (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

accordance with applicable law.

Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Section 2601 of soq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, account under the letteral Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. to exceed the maintain amount a lender for a federally related mortgage loan may require for Borrower's escrow premiums. These iterns are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not by Borrower ic Linder, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance (d) yearly fleet insurance premiums, it any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable (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 rents on the Property, if any; (c) yearly hazard or property insurance premiums; pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. S. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

Intriced variations by jurisdiction to constitutes uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

encumbrances of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to

DOETHER WITH all the improvements now or hereafter erected on the property, and all easements,

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 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 chain, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of 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 in or to the acquisition.

6. Occupancy, Preservation, Mair senance 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, and 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 armissed 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 Proper v as principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the case. 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 forfeture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of it's Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which he enterity over this Security Instrument, appearing in court, paying reasonable attorneys' lees 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 pear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

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 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 condemnation or other taking of any part of the Property, or for conveyance in fleu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or no otherwise agree then due.

If the Property is abundaned by Borrower, or II, after notice by Lender to Borrower that the condemnor offers to make an award or settle a char, for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the

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

Unless Lender and Borrower othe, wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly rayments referred to in paragraphs 1 and 2 or change the amount of such

payments.

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

any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shell be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected arms Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction

will be treated as a partial prepayment without any prepayment charge under the Note.

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 Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given

as provided in this paragraph.

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

Form 3014 9/80 Initials:



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

17. Transfer of the Property or a Beneticial 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 it exercise is prohibited by federal law as of the date of this Security Instrument.

It 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) S 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) pv/s 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 alterneys' fees; and (d) takes such action as Lender may reasonably require to assure that the fien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pv 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 La v. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hiza dous 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 my significant, 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 than in the paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, salety 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.

Form 3014 9/90

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24. Riders to this is with this Security Instruc	Security Instrument.	If one or mor	e riders are exe of each such r	cuted by Borro	wer and recorded corporated into a	logethei tada har
amend and supplement the	he covenants and agree	ments of this	Security Instru	ment as if the r	ider(s) were a pa	rt of this
Security Instrument. [Che	ck aprilicable box(es)]					
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Witnesses:	,,,,,		1/2	1) /	<i>. 1</i> ,	/m1
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STATE OF ILLINOIS,		Cook	C	ounty ss:	(C)	
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Barbar	a Anone	Parke				Ť
		, pe	rsonally known	to me to be t	ne same person(s	;) whose
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My Commission Expires:	819195				W #W > \	
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Form 3014 9/90

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This Instrument was prepared by: CAROL MILLS, YERNON HILLS, IL 60061

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Property of Coot County Clert's Office

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UNIT NO. 6-C AS DELINEATED UPON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, TOGETHER WITH THE TENEMENTS AD APPURTENANCES THEREUNTO BELONGING (PARCEL)

LDTS 1 AND 2 (EXCEPT THE EAST 14 FEET OF SAID LOTS 1 AND 2) IN RUBEN AND EMMERICH'S SUBDIVISION OF LOTS 3 AND 4 AND LOT 2 (EXCEPT THE EAST 8 FEET THEREOF) IN STARR'S SUBDIVISION OF LOTS 114, 115, AND 116 IN BRONSON'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 5 IN STARR'S SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 8, 1973 AND KNOWN AS TRUST NUMBER 32170 AND RECORDED IN THE CFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 2281/269 TOGETHER WITH AN UNDIVIDED 4.10 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS TECRESE AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY). IN Of Coot County Clert's Office COOK COUNTY, 121 1013.

17-04-204-044-1015

LENDER'S # 09-58-39761

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 13TH day of APR IL 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

SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 1500 N. LAJALLE STREET, 16C, CHICAGO, ILLINOIS 50610

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project kir swn as:

BURTON PLACE CONDOMINIUM

[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 intorest.

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

A. Condominium Obligations. 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 ic. the monthly payment to Lender

of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintair 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 of reprin 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 liceure 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 fieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

MULTISTATE CONDOMINIUM RIDER-Single Family Famile Mac/Freddie Mac UNIFORM INSTRUMENT

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XC2001DAAA GI VMP MORTGAGE FORMS = (313)293-8100 = (800)521-7291

Initials:

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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 lo:

(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. Re nedles. 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 siculed 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.

Muban anne Parker	(Seal)
BARD PA ANNE PARKER	-Borrower
τ_{\bigcirc}	(Seal)
	Borrower
4/2	(Seal)
	Borrower
	(Seat)
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