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COOK COUNTY, ILLINOIS FILED FOR RECORD

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LOAN NO.:

000-11004-0

MORTGAGE

BOX 404

THIS MORTGAGE ("Security instrument") is given on

JUNE 8, 1993

. The mortgagor is

DENNIS R. GARICH, AND, JANIS M. GARICH, HIS WIFE

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

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

which is organized and existing under the laws of United States of America

, and whose

address is 3525 WEST 63RD STREET, CHICAGO IL 60629

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

NINETY SIX THOUSAND AND NO/100

Dollars (U.S. \$

96,000.00

This debt is evidenced by Borrower's note dated the same date as this Security astrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 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 covenar is 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 County, Illinois:

REFER TO ADDENDUM ATTACHED HERETO AND MADE APART HEREOF

P.I.N.:

which has the address of

16751 WESTWIND DR.

TINLEY PARK

[Street, City].

Illinois

60477

{Zip Code}

("Property Address");

Page 1 of 0

Form 3014 9/90

Form 3014 9/50

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the coverants and agreerient, of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement 24. Riders to tais Security Instrument, if one or more riders are executed by Borrower and recorded together with this

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which 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 emain 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 vithout 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 is which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause of 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 Substance. 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 Figuradous 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 is toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable of trxic netroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldeliyde, and radi active 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.

Property of Cook County Clerk's Office

93459432

BORROWER/ENTITY: DENNIS R. GARICH LEGAL DESCRIPTION

Addendum

UNOFFICIAL COPY

PARCEL 1: THAT PART OF LOT 8 IN WESTWIND COURT, BEING A SUBDIV-ISTON OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 19 DEGREES 01 MINUTES 32 SECONDS EAST ALONG THE WEST TIME OF SAID LOT 8 FOR A DISTANCE OF 13.80 FEET TO A POINT; THENCE SOUTH 67 DEGREES 46 MINTUES 56 SECONDS EAST FOR A DISTANCE OF 12.54 FEET TO A POINT OF BEGINNING THENCE CONTINUING SOUTH 67 DEGREES 46 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 32.65 FEET TO A POINT LYING ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL; THENCE NORTH 22 DEGREES 17 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE OF A PARTY WALL AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF FOR A DISTANCE OF 74.00 FEET TO A POINT; THEY'S NORTH 67 DEGREES 46 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 32.74 FEET TO THE POINT; THENCE SOUTH 22 DEGREES 13 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER ALL OF COMMON AVEA, AS SET FORTH ON THE APUK. CERTIFICATE APPENDED TO THE PLAT OF WESTWIND COURT.

16751 WESTWIND DR. TINLEY PARK, IL 60477

LOAN NO.: 000-11004-0

P.I.N.: 28-30-100-040

PREPARED BY: SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION

4062 SOUTHWEST HIGHWAY HOMETOWN, IL 60456 BONNIE HOFFMAN

Property of Coot County Clert's Office

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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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails 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 otherwise varee 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.

- 11. Borrower Not Released; Forbearance By Leader Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Leader to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Porrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reluse 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 Lende, and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit; 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.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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Form 30.14 9/90

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 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, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance enverage by Lender. It substantially equivalent montgage insurance previously in effect, from an alternate mortgage insurance coverage is not available, Borrower when the insurance coverage lapsed or ceased to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to one-twelfth of the yearly mortgage insurance premium being paid by sorrower when the insurance coverage lapsed or ceased to be in offect. Londer will accept, use and retain these payments as loss reserve in lieu of mortgage insurance. Loss reserve in our edgent. Londer will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

this Security Instrument, or there is a legal proceeding that may significantly affect Lenger's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regalaxions), then Lender actions 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 reclassing 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 reasonable attorneys' fees and entering on the Property to make repairs. Although Lender not take action under this paragraph.

7. Lender does not have to do so.

leasehold and the fee title shall not merge unless Lender agrees to the merger in with g.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the eventuals and agreements contained in this Security Instrument, or there is a legal protecting that may significantly affect Lenger's rights in the Property (such as a

Occupancy, Preservation, Paintenance and Property as Borrower's principal residence within stry days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within stry 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 execution of occupancy, allow the Property to deteriorate, or corantal waste on the Property. Borrower shall not be unreasonably withheld, or unless action or proceeding, whether civil or criminal, is began that the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cance such a default and reinstane, as provided in paragraph 19, by causing the action or proceeding to be dismissed with a ruling of the final, in Lender's good faith judgment could result in forfeiture of the final, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material or that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material or the lite, in the Property or other material or the impairment of the lite the interest in the Property or other material or other material or the lite, in the provider with any material information, precludes forfeiture of the court curing the loan application process, gave materialist is a princip at residenced by the Mote of Lender (or failed in provide Lender with any material information) in connection with the leaf evidenced by the Mote, including, but and provided Lender with any material information of the Property as a princip at residence. If this Security Instrument is on a suppressentation of the later with all the provided Lender shall comply with all the provided line of the Brotower shall be one with the later and the later with any material and the later later. It is better the Property of the Property as a

immediately prior to the acquisition.

6. Occupancy, Preservation, vialitionance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or proceeds to principal shall not extend or under paragraph 21 the trop my is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquirition shall pass to Lender to the extent of the sums secured by this Security Instrument

Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is conomically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security has been 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.

Leader may make proof of loss if not made promptly by Borrower. Unless Leader and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

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 past premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. It so loss if not made oremet by Borrower

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

- **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 Legaer:
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any scalor 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.

Eu 001/	,
DENNIS Y. GARICH	(Seal)
JANIS M. GARICE	(Seal)
750	(Scal)
<u> </u>	(Seal)

AVID MIDIEL OVOE FORMAZ (1913) 1533-8100 - (800) 251-1534



Cele Opte mio?

MULTISTATE CONDOMINIUM RIDER-Stagle Family-Famila Man/Fraddia Mac UNIFORM INSTRUMENT

«поряю"] от аа́іяалоэ

Owners Association maintaint a public liability measurec policy seceptable in form, amount, and extent of C. Public Limility Insurance. Borrower shall take such actions as may be reasonable to insure that the

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

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

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

yearly promium installments for hazard insurance on the Property; and

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the Treath ", egirevee behiefze" irret och nithivi behuletri strussit has erit

provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including carrier, a "master" or "bhanket" policy on the Condominum Proper, which is satisfactory to Lender and which

B. Hazard Insurance. So long as the Owners. Associemen maintains, with a generally accepted insurance Constituent Documents.

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

A. Condominium Obligations, Bor over shall perform all of Borrower's obligations under the Instrument, Borrower and Lender further cever and and agree as follows:

CONDOMINUOT COVENANTS. In addition to the covenants and agreements made in the Security Borrower's interest,

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

biolect known ca:

The Property reliedes a unit in, together with an undivided interest in the common elements of, a condominium [ssarppy Anadord]

of the same days and covering the Property described in the Security Instrument and located at:

(the "Lender")

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

Of stoly a Yaverrob

Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrowert") to secure and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security до Хир THIS CONDOMINION RIDER is made this £66T COUNT

CONDOMINION KIDER