93497822

COOK COUNTY RELINGIS

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

2p

(Space Above This Line For Recording Data)

THIS MORTGAGE ("Security Instrument") is given on Tume 24th, 1993 The mortgager is JORGE SANTOS, A BACHELOR

HARRIS TR	UST AND SAVIN				(20110#		h is organized an	
under the law 111 WEST M	of THE STATIONROE STREET	TE OF ILLINOI T CHICAGO, I					and whose a	iddress is ("Londer")
	to Lender the princ house of Four He		0					
Dollars (U.S.	20 000 00		This debt is evide	nced by Borrower'	s note dated the se			ment
This Security and modificat Security Instri	Instrument so urestions of the Portions unent; and (c) the	to Lender: (a) to (b) the payment performance of	with the full debt, if not he repayment of the del of all other sums, with Borrower's covenants at and convey to Lender th	of evidenced by the interest, advanced all agreements unde	Note, with inter under paragrapher this Security In	7 to protect strument and	enewals, extension the security of th	is.
		-					County	, Illinois:
SEE ATTAC	HED							
PERMANEN	T INDEX NUMB	ERS: 19-27-491	-038-1078 AND 19-27-	101-038-1342				
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			4300 W. FORD CI	TY DRIVE, UNIT	#90£A		CHICAGO	
which has the	address of 0652		(Street) ("Property Address")		CV		{City}	
BORRO's convey the Pr	nt of the property. this Security Instru WER COVENAN roperty and that the	All replacement ment as the "Property is that Borrowe he Property is a	r hereafter erected on this and additions shall in perty". r is lawfully seised of the insecumbered, except (is and demands, subject	he estate hereby e	this Security Inst onveyed and has of record. Born	n ment. All	of the foregoing	is ind
THIS SE	CURITY INSTR	UMENT combin	es uniform covenants f ment covering real prope	or national use an		ovenants with	liculted variation	a by
•		•	nd Lender covenant and	•			C	
			Prepayment and Late (d any prepayment and is			mptly pay w	hen due the prin	cipal of
2. Pu the day month may attain pric any; (c) yearly if any; and (l) insurance pren maximum amo Settlement Pro the Funds sets Lender may es	unds for Taxes amily payments are do ority over this Sec hazard or propert any sums payable niums. These item ount a lender for a cedures Act of 197 is a lesser amount.	d Insurance, to under the Not urity Instrument y insurance prem by Borrower to is are called "Esc a federally relate 14 as amended fr If so, Lender of Funds due on	Subject to applicable le, until the Note is paid as a lien on the Proper tiums; (d) yearly flood i Lender, in accordance wrow items." Lender may demotrage lean may nom time to time, 12 U.: may, at any time, colle the basis of current date.	aw or to a written in full, a sum ("Fu ty; (b) yearly lease neurence premium rith the provisions c , at any time, colle quire for Borrowe S.C. SS 2601 et se ct and hold Funds	waiver by Lende inda") for: (a) year hold payments or s, if any; (e) year of paragraph 8, in ct and hold Fundir's escrive accoun- ir's escrive accoun- in an amount no in an amount no	orly taxes and reground rentily mortgage is lieu of the passion an amount under the unless another to exceed to	assessments which on the Property, insurance premium hyment of mortgag i not to exceed the federal Real Estate law that applies he lesser amount.	ch . if nu, ge e e e to
The F if Lender is su- charge Borrower pays Borrower pay a one-time provides other	funds shall be held ch an institution) of ver for holding and interest on the Fu charge for an ind- wise. Unless an	in an institution or in any Federal I applying the Fe ads and applicab ependent real esti agreement is nu	whose deposits are insu- Home Loan Bank. Ler unds, annually analyzing le law permits Lender to the tax reporting service ade or applicable law r Borrower and Lender ma	ider shall apply the g the escrow accoup make such a char used by Lender in equires interest to	Funds to pay the int, or verifying t rge. However, L connection with the be paid, Lender	Escrow Item the Escrow It ender may re his loan, unle shall not be	is. Lender may nems, unless Lende quire Borrower to as applicable law required to pay	ot er o
ILLINOIS	Single Family -	Fannie Mae/Fre	ddie Mac UNIFORM I	NSTRUMENT		Form 3014 Initials:	7905 (page 1 0	(4 yages)
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If the Funds held by Lander exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

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

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

5. Hazard or P operty Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hear's 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, his insurance shall be borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage of scril ed 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 relevals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renevals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, for ower 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 proceeds. Lender may use the proceeds to repair or restore the Property of the 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, in 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 shange 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 In route entitlemediately 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 releast one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or releast 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 riest created by this Security Instrument or Lender's security interest. Borrower may care such a default and reinstate, as provided in participal by causing the action or proceeding to be during 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, van or, limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on received, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title chall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrowar fails to perform the cover us 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 jay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying my sums accured 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 accure, to 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 im Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the nortgage 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 insures 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

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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 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 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.

- 11. Borrower Not Released: Forbearance By Lender Not a Walver.

 Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability. The original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor it 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 company 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 octavit and successors and assigns of Lender 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 Instrumer, 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, wouldy, 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 seculed 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 hand arges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a first payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charges with refunded.
- 14. Notices. Any notice to Borrower provided for in his Secrity 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 by 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 expectable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of his Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any par, 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 or vide 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 program tenforcing 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.

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33.50 CAST

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 environment.

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

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 assort in the first lower proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the test is not cured on or before the date specified in the notice, lender at its option may require immediate payment in full of all same secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to reasonable attorneys' fees and constructed in pursuing the remedies provided in this paragraph.

21. including but not left that to reasonable attorneys' fees and costs of title evidence.

21, including, but not leaked to, reasonable attor	meys' fees and costs of title evidence.	. , , , ,
22. Release. Upon payment of all our charge to Borrower. Borrower shall pur any record	ms secured by this Security Instrument, Lender shall relation costs.	lease this Security Instrument without
23. Waiver of Homestead. Surrower	waives all rights of homestead exemption in the Prope	ny.
24. Riders to this Security Instrument, the coversants and agreements of each agreements of this Security Instrument as if the ride [Check applicable box(es)]	such rider shall be incorporated into and shall amend ar	
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Laned Unit Development Rider	Biwookly Payment Rider
Balloon Rider	R te Improvement Rider	Second Home Rider
Other(s) [specify]	` (
BY SIGNING BELOW, Borrower accepts rider(s) executed by Borrower and recorded with it.	and agrees to the terms and covenants contained in	this Security Instrument and in any
tished, sealed and delivered in the presence of:		
	Social Security Number	(Seal) -Borrower
		(Seal) -Borrower
	Social Security Number	<u>T</u> '6

	Social Security Number	
		(Seal) -Borrower
	Social Security Number	(F. 1)
	Social Security Number	-Borrower
		(Seal) -Borrower
	Social Security Number	<u> </u>
STATE OF ILLINOIS I. The Whole 1515 he that JORGE SANTOS, A BACHELOR	This Line For Acknowledgment] County se: a Notary Public in and for said county	y and state do hereby certify
	personally known to me to be the same	person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this	day in person, and acknowledged that he/	she

My Commision Expires:

This Instrument was prepared by:

Given under my hand and official seal, this

signed and delivered the said instrument as

ANNETTE CRAWLEY

HARRIS TRUST AND SAVINGS BANK 111 WEST MONROE STREET CHICAGO, ILLINOIS 60603

"OFFICIAL SEAL "
CHRIS A. BURKLOW
NOTARY PUBLIC. STATE OF JUNO 18 19/90
MY COMMISSION EXPIRES 17/3036 19/90

ntary act, for the uses and purposes therein set forth.

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PARCEL 1:

UNITS A-906 AND P-23 IN THE FORD CITY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE NORTH 3/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24911808, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

RASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 24748418 AND CREATED BY DIR! FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTER UNDER TREST AGRESSENT DATED OCTOBER 10, 1978 AND KNOWN AS TRUST NUMBER 45058 TO ROBERT I. ROGERS AND MADONNA M. ROGERS, HIS WIFE, RECORDED AS DOCUMENT 25006266.

CH1-3932 Loan No.

THIS CONDOMINIUM RIDER is made this 24th day of June, 1993
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
HARRIS TRUST AND SAVINGS BANK (the *Lende
of the same date and covering the Property described in the Security Instrument and located at: 4300 W. FORD CITY DRIVE, UNIT #906A CHICAGO, ILLINOIS 60652
[Property Address]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
THE FORD CITY 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 interest.
CONDOMINUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
A. Cendominium. O Nestions. 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 Tocuments.
B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Ploy of which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender resultes, 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.
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is decided satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any topy of nequired 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 Box rower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Parrower.
C. Public Liability Insurance. Borrower shall take such activis a 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 damag is, circuit 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 process 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 farthe express benefit of Lender;

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

(iv) any action which would have the effect of rendering the public liability insurance oversige 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 Notice, and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNIDITE RELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

		(Seal)	(Scal)
ORGE SANTOS		-Borrower	-Borrower (Scal)
θ	····	-Borrower	-Bottomet

MULTISTATE CONDOMINIUM RIDERSingle Family- Fannie Mac/Freddle Mac UNIFORM INSTRUMENT

Form 3140 9/90