RECORD & RETURN TO:

, WM. BLOCK & COMPANY INC. 5 MARKET SQUARE COURT LAKE POREST AL. 80045

THIS DOCUMENT PREPARED BY:

FOR WM. BLOCK & COMPANY INC.

WILL PLOCK & CO., INC. CONTROLLARE

\_ [ Space Above This Line For Recording Data ].

LOAN # 972752

#### MORTGAGE

JUNE 24 THIS MORTGATE ("Security Instrument") is given on . The mongegor is RICHARD T. PELTIER JR. AND JEAN L. PELTIER, HUSBAND AND 19 93 WIPE

("Borrower"). This Security Ingirument is given to WM. BLOCK & CO., INC.

ITS SUCCESSORS A'AD/OR ASSIGNS which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

("Lender").

254 MARKET BQUARE

LAKE FOREST, IL 60045

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100

). This debt is evidenced by Borrower's note dated Dollers (U.S. . 125,000.00 the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full dabt, if not paid earlier, due and pay-. This Security Instrument secures to Lender: able on JULY 1, 2008 (a) the repayment of the debt evidenced by the Note, with vitriest, 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 (a) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mort-DUNIL CLORASO gage, grant, and convey to Lander the following described prope ty located in County, Illinois: COOK

SEE ATTACHED ADDENDUM

35 207 031 1048 PIN # 09 09 35 207 031 1077

13 JULI 30 PIL 1: 23

93501971

PIN #

which has the address of 101 SURMIT AVENUE #502

PARK RIDGE

Illinois 60068

(Zio Code)

("Property Address");

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

SORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform escurity instrument covering real property.

ILLINOIS - Single Femily - Fannie Maa/Freddie Mec UNIFORM INSTRUMENT

FORM 3014 9/90 (page 1 of 5 pages)

Initials

HIMEOGRA COVENANTS. Borrower and Lander covenant and scree as follows:

Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal
af and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument; as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; yearly mortgage insurance premiums, if any; send (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's secrow account under federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U. S. C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an Institution.) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an egreement is made or an applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest of legal on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing gredits and cabits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds had or Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in econforms with the requirements of applicable law. If the amount of Funds held by Lender at any time is not sufficient to pay the Escroty 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, cender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender, it 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 an 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 Under all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promp by 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 fien in a war her 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 satisfectory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a fien which may attain priority over this Security Instrument, Lender may give Barrower a notice identifying the lien. Borrower shall catisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the 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 rights in the Property in accordance with paragraph 7.

All insurance policies and renowals shall be acceptable to Lender and shall include a stin fard mortgage clause. Lender shall have the right to hold the policies and renowals. If Lender requires, Borrower shall promptly gir a to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the neur ince 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 regional or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If he restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applicant the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower condons the Property, or does not enswer within 30 cays a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or post-pone the due date of the monthly prepared to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

8. Occupancy, Preservation, Maintenance and Protection of 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 occupanct, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise meterially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and relination, 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, pave materially false or insecurate information or statements to Lender (or failed to provide Lender with any material information) in

Initials 198

connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrumnet is on a lessehold, Borrower shall comply with all the provisions of the lease. If Borrower equires fee title to the Property, the leasehold and the title fee shall not marge unless Lender agrees to the marger

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys'fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Sorrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disburse-

ment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost the 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 prid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a case reserve in lieu of mortgage insurence. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance noverage (in the amount and for the period that Lander requires) provided by an insurer approved by Lender again becomes available and is abtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requir ment for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. inspection. Levicer or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of an 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 Lander.

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, 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 because shall be paid to Borrower.

If the Property is abendoned by Borrower, of 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 actoration or repair of the Property or to the sums secured by this Security

instrument, whether or not then due.

Unless Lander 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. and 2 or change the amount of such payments.

11. Sorrower Not Released; Forbentence By Lender Not a Vielver. 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 increst. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or utilerwise 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 forbearence 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-signary. The covenants and agreements of this Security Inc. strument shall bind and benefit the successors and assigns of Lender and Borrow or, subject to the provisions of paragraph 17. Borrow er's governante and agreements shall be joint and several. Any Borrower who co-sign athis Security Instrument but does not execute this Note: (a) is so-signing this Security Instrument only to mortgage, grant and convey that Corrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by inis Security Instrument; and (c) agrees that Lender and any other Borrower may egree 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.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, 13. 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 exged 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 refur to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Sorrower. If a refund reduces principal, the reduction will be treated as a pertial prepayment without any prepayment charge under the hote.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery and or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Progety 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 harain 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 Capy. Borrower shall be given one conformed copy of the Note and of this Security Instument.

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 (o) 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 Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less then 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 falls 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.

Initials R.J.C. P

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 seriler 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) curse 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 cocurred. 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 the entity (known as the "Loan Servicer") that collects monthly payments due under the Note end 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 Service, 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 ap-

plicable 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 anyons else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentances shall not apply to the presence, use, or storage on the Property of small qualities 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, demend, lawsuit or other action by any governmental or regular on regency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual the includes. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any lexardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary reme-

diel actions in accordance with Environmental Law.

As used in this paregruph 20, "Hazardous Substances" are those defined as toxic or hazardous substances by Environmental Law and the following substancer; 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 howe of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Sorrower prior to acceleration following Sorrower'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 Sorrower, 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 by m Sorrower 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 Sorrower 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 any may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the 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 Sex, ity Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Barrower waives all right of homesteen examplion in the Property.

23. Water to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this country Instrument, the covenants and agreements of each such rider shall be incorporated into end shall amend and supplement the covenants and agreements of this Security Instrument are if the rider(s) were a part of this Security Instrument.

[Check applicable box(sa)]

Adjustable Rate Rider Graduated Payment Rider	Condominium Rider Plenned Unit Development Rider	1 - 4 Family Rider
Balloon Rider	Rete Improvement Rider	Se ond Home Rider
Other(s) [upeoify]		

initials 201

BY SIGNING BELOW, Borrower eccepts and agrees to the terms and covenents contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:	
	Richard T. Potter Q
	RICHARD T. PELTIER OR. Borrower
	Social Security Number
	Zan Det
	JEAN L. PELTIER (Seal) Borrower
	Social Security Number 371-74-9790
<b>O</b> 4	
70	This Line For Acknowledgment]
7	The Line For Adenowieugment)
STATE OF ILLINOIS.	County es:
1. the Undersonal	County #s;
	, a Notary Public in and for said county and state,
to hereby pertify that Ruckouf T. FollTo	u Dr and Dear of Peller, Hunton
and with personally know	wn to me to be the same person(s) whose name(s)
ubscribed to the foregoing instrument, appeared before m	ne this day in person, and acknowledged that
igned and delivered the said instrument as Steel	free and voluntary act, for the uses and purposes therein
et forth.	To will sountary act, for the uses and purposes therein
Given under my hend and official seel, this	24 any of Dun 1893
y Commission expires:	
• "	Den Drenk
-	Notes / Public 1
OFFICIAL SEAL " DENISE DREWKE DENISE STATE OF ILLINOIS	3
	Notes, Public
MY COMMISSION EXPIRES 2/5/94	

ILLINOIS - Single Family - Famile Mae/Freddie Mac UNIFORM INSTRUMENT

FORM 3014 9/90 (page 5 of 5 pages)

Initials 20.5.7.

NCORPICIAL RESORY

THIS CONDOMINIUM RIDER is made this 24TH day of JUNE,
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

WM. BLOCK & CO., INC.,

ITS SUCCESSORS OR ASSIGNS

(the "Lender")

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

#### 101 SUMMIT AVENUE #502, PARK RIDGE, IL 60068

[Property Address]

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

THE SUMMIT CONDOMINIUM

(Name of Candominium Project)

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

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

- A. Condominium 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; (ii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property, and
- (ii) Borrower's obligation uncon Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

C. Public Liability Insurance. Borrower shall tries such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in i.e.m., 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 Froperty, 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 Unifor n 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, e.c. t for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a sking by condemnation or eminent domain;
  - (ii) any amendment to any provision of the Constituent Documents in the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, 'her 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 clate 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 Conforminum Rider.

Richard Fetter, Jr. (Scal)	Jun 3 Set	(Seal)
RICHARD T. PELTIER &RBorrowa	JEAN L. PELTIER	-Borrower
(Scal)		(Seal)
-Borrawar		·Borrower

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Laser Forms Inc. (800) 446-3855

Form 3140 9/90 LIFT #3140 B/91

3503 m

EXHIBIT A - LEGAL DESCRIPTION

Och Or Coop

LOAN # 972752

PARCEL I:

RESIDENTIAL UNIT 502 AND PARKING G-2 IN THE SUMMIT CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED OF REAL ESTATE:

LOTS 1 AND 2 IN THE SUMMIT, BEING A RESUBDIVISION OF CERTAIN LOTS IN CERTAIN BLOCKS IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANCE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 1984 AS DOCUMENT NUMBER 27,017,048, IN COOK COUNTY, ILLINOIS, WHICH SURVLY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 88-116,446, IN COOK COUNTY, ILLINOIS.

PARCEL II: '

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1982 AND KNOWN AS TRUST NUMBER 55030, GREAT AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION AND THE CITY OF PARK RIDGE, A MUNICIPAL CORPORATION OF ILLINOIS, AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED SEPTEMBER 7, 1983 AND RECORDED DECEMBER 20, 1983 AS DOCUMENT 26,902,934 FOR PARKING, INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED LAND:

THE SOUTHEASTERLY 1/2 OF THAT PART OF EUCLID AVENUE VACATED BY ORDINANCE DATED JULY 19, 1983 AND RECORDED DECEMBER 20, 1983 AS DOCUMENT 26,902,933, WHICH LIES NORTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOT 20 EXTENDED NORTHWESTERLY IN BLOCK 2 IN CUTHET'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.