Ø

RETURN TO: TEXAS FEB BANK UNITED OF DBA COMMONWEALTH UNITED MTG 1301 N. BABSWOOD, 4TH FLOOR SCHAUMBURG ILLINOIS 60173

93653429

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DEPT-01 RECORDING

\$35.00

T\$0000 TRAN 3202 08/18/93 09:38:00 \$1970 * *-93-653429 COOK COUNTY RECORDER

FHA MORTGAGE

STATE OF ILLINOIS

THA CASE NO. 131:7242753 731

This Mortgage ("'security Instrument") is given on The Mortgagor is DAVID ABLIN , A BACHELOR AUGUST 12TH, 1993

whose address is

1794 JAMESTOWN CIRCLE, HOFFMAN ESTATES, ILLINOIS 60195

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

BANK UNITED OF TEXAS FSI

THE UNITED STATES , and whose which is organized and existing under the laws of 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

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

FIFTY ONE THOUSAND FIVE HUNDRED FIFTY AND 00/100

***51,550.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable of PEPTEMBER 1ST, 2023 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrowe. Scovenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the County, Illinois: following described property located in COOK

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

07-08-102-023-1064 P.I.N.

which has the address of

1794 JAMESTOWN CIRCLE [Street]

HOFFMAN ESTATES [City]

Illinois

60195 (ZipCode)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER 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.

2/9:

38623428

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WA COMMISSION EXPIRES 12/9/96	
ATTAN MATTA CAROLYN KATTA NOTARY PUBLIC, STATE OF ILLINOIS	(vsaippy)
WOFFICIAL SEAL"	SCHAUMBURG, IL 60173
	וזסו א. פאפלשטטס, אדא דרטספ
<u> </u>	LAURIE MAYBRUN
моних Рирце	This instrument was prepared by:
Descent History	My Commission expires:
Call Sound on Block of the Control o	A civen under my hand and official seal, this
8001 200	કલ દેગલો.
free and volumery act, for the uses and purposes therein	BIH — an inormation bine odd borovidob ban bongia
HE the this day in person, and acknowledged that	ded to the foregoing instrument, appeared bef
obally known to me to ∞ the same person(s) whose name(s)	sraq ,
э высивися с	do hereby certify that — DAVID ABLIN , F
, a Motary Public in and for said county and state,	L THE UNDERSIGNED
County sa:	STATE OF ILLINOIS, USALL
(Sed) Horizonte	.
Попомет	2
(Ins2)	
(Seal) Bonower	
NAME OF ALCOHOLOGY	74,
DAVID ABLIN Bonower	- Parol X
	Minoseon
	Instrument and it, atly rider(s) executed by Borrowe
tiruss& sid) to 4 dguordt segaq ni benimnos arriet eft of seenry	BY SIGMENG BELOW, Borrower accepts an
ADINGTISPECTY ADJUSTABLE RATE RIDER	Planned Unit Development Rider
Graduated Payment Rider Crowing Equity Rider	Condominium Rider
	[Check applicable box(es)].
rider shall be incorporated into and shall amend and supplement th an as if the rider(s) were in a part of this Security Instrument.	Security Instrument, the covenants of each such coverants and agreements of this Security Instrume

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9. Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to,

19. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

reasonable attorneys' fees and costs of title evidence.

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payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

3. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior

to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this

(b) Sale-Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or

otherwise transferred (other than by devise or descent) by the Borrower, and
(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
(c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mort ap. Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 8 MONTHS date hereof, Linder may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary BHTHOM S from the date hereof, declining to insure this Security dated subsequent to Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding

the foregoing, this optica may not be exercised by Lender when the unavailability of insurance is solely due to

Lender's failure to remit a magage insurance premium to the Secretary.

10. Reinstatement. Borrower bas right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due ender the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reas on ble and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement of, Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required in a differ the commencement of foreclosure proceedings within two years immediately preceding the commencement of a comment of preceding, (ii) reinstatement will preclude years immediately preceding the commencement of a corrent foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) rein state nent will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Len er Not a Walver. Extension of the time of 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 Porrower or Borrower's successor in interest. Lender

of Borrower shall not operate to release the liability of the original Porrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Listrument 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; C. Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. 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 only to mortgage, grant and the sums secured by this Security Instrument: and (c) agrees that Lender and any care Borrower may agree to extend. pay the sums secured by this Security Instrument; and (c) agrees that Lender and any caser Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Listrament or the Note without that Borrower's consent.

13. 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's address stated herein or any address Lender designates by notice to Lender's address stated herein or any address Lender designates by notice to Lender. 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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be merged unless Lender agrees to the merger in writing.

6. Charges beforewer and Protection of Lender's Rights in the Property, the leasehold and fee title shall not merged unless Lender agrees to the merger in writing.

7. Charges to Borrower and Property of the payment. If failure to pay would adversely affect Lender's interest in the Property to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property to the 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, for condemnation or to enforce laws or regulations). Lender may do and pay whatever its necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations). Any amounts dishured by the and pay whatever the value of the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations).

7. Condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned the shall be immediately due and payable.

8. Condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned be paid to Lender taking of the part of the reduction of the independence and this security instrument. Lender shall be paid to the extender protecteds to the reduction of the independence and the payable of the payable.

8. Condemnation or other taking of the proceeds to the re

In the event of foreclosure of this Security Instrument or other transfer at the to the Property that extinguishes the indebtedness, all right, itle and interest of Borrower in and to insurance policies and once shall pass to the purchaser.

Leaseholds, Borrower shall occupp, Asintenance and Property as Borrower's Luan Applications after the execution of this Security Instrument and use the Property as Borrower's principal residence after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence of the Security Instrument and shall continue to occupy the Property as Borrower in the security Instrument and shall continue to occupy the Borrower's course that notify to all one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extennating circumstances. Borrower shall not commit waste or destroy, datast, or substantially change the Borrower and the form the Borrower shall not commit waste or destroy, datast, or substantially change the Property to allow the Property to deteriorate, reasonable wear and tear excepted. Lender may, as yet the Property to deteriorate, the default. Lender may take reasonable action to protest and preserve such are abandoned Property. Borrower shall also be in default if Borrower, during the loan apprease, and in process, gave information) in connection with the loan evidenced by the Mote (or failed to provide Lender and, read in material connection with the provisions of the Property. Borrower acquires fee title to the Property, the leasehold, Borrower shall not comply with the provisions of the Borrower acquires fee title to the Property, the leasehold and fee title shall not comply with the provisions of the merger in writing.

acceptable to, Lender. In the event of loss, Borrower shall give Lender in mediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender. Each instrumer company concerned is hereby authorized and directed to make payment for such loss directly to Lender, at its option, either (a) to the reduction of the art directly be not principal proceeds may be applied by Lender, at its option, either (a) to the reduction of the art the not prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the art the not prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the art the reducing the armount of such payments. Any excess insurance proceeds over an amount required to pay all outstand ng adebtedness under the Note and this Security excess insurance proceeds over an amount required to pay all outstand ng adebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled to the transfer of the Property that extinguishes the in the event of foreclosure of this Security Instrument or other transfer of the Property that extinguishes the instrument shall be paid to the entity Security Instrument of the insurance policies of the order of this Security interest of Borrower in and to insurance policies in once shall pass to the purchaser.

acceptable to, Lender, to the extent required by the Secretary. All insurance and be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form shall also insure all improventents on the Property, Washer now in existence or subsequently erected, against loss by floods marrance premiums, as required.

THIRD, to interest due under the drive pal of the Mote:

ECURTH, to amortization of the drive pal of the Mote:

LETH, to late charges due under time Mote

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualities, and contingencies, including fire, for which Lender requires insurance. This insurance shall be main aired in the amounts and for the periods that Lender requires. Borrower shall also insurance. This insurance on all the property with the periods that Lender requires. Borrower shall also insurance insurance or subsequently erected, against loss by floods

insurance premiums, as required

SECOND, to any taxes, specify a sessments, leasehold payments or ground rents, and fire, flood and other hazard

continued amounts. The run attack and the control of the payments of the control of the control

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and

I. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, special assessments for increast as set forth in the Note and any late charges, an insulinrent of any (a) taxes and special assessments levied or to be levited against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Panagraph 4.

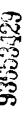
(c) premiums for insurance required by Panagraph 4.

Each stopic assessment for insurance required by Panagraph 4.

Each stopic assessment for insurance required by Panagraph 4.

Each stopic assessment for insurance required by Panagraph 4.

Each stopic assessment for insurance required by Panagraph 4.



FHA MULTISTATE ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 12TH

day of

AUGUST, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

BANK UNITED OF TEXAS FSB. 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

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

1794 JAMESTOWN CIRCLE, HOFFMAN ESTATES, ILLINDIS 60195

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEXEST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THEM AXIMUM RATE THE BORROWER MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of TANUARY, 1995 "Change Date" means each date on which the interest rate rould change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant materity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of

TWO AND ONE-HALF

percentage

points (50%) to the current Index and rounding the sum to the nearest one-cighal of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be are new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

Great Lakes Business Forms, Inc. To Order Call: 1-800-530-9393 CJ FAX 616-791-1131

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(lask)	County
(lask) (lask) tawatradt (lask) tawatradt	Adjustable Rate Rider. (Seal) Borrower (Seal) Horrower (Seal) Borrower

BY SIGINING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this

at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower at least 25 days after Lender has given Borrower the notified of changes required by Paragraph (F) of this Rider borrower has given hereagraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly Dayment amount calculated in accordance with Paragraph (E) of this Rider decreased, but Lender failed to give timely notice. Of the decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment. With interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice). Or (ii) with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice). Or (ii) cannot be a payment of native interest thereon at the Note rate equal to the interest rate which should have been stated in a timely notice). Or (iii)

A new interest rate calculated in accordance with Paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs.

request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assigned even if the Note is otherwise assigned

before the demand for return is made.

(G) Effective Date of Changes

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FHA CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this

12TH day of

AUGUST, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

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

1794 JAMEBTOWN CIRCLE, HOFFMAN ESTATES, ILLINOIS 60195

(Property Address)

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

BARRINGTON /SOLLE CONDO.

(Namera Condominium Project)

("Condominium Project"). If the owners association c. other entity which acts for the Condominium Project ("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. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to main in 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 and of any loss occurring from a hazard. In the event of a distribution of hazard insurance, no eeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled there.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C 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.

RY SIGNING BELOW.	Borrower accepts and agrees to	the terms and provis	sions contained in this	Condominium Rider.
D. D. D		•		,

(SEAL)	Don		DA DISEAL
Borrawer (SEAL)	DAVID	ABLIN	Borrowe (SEAL
Borrower			Borrowe
(SEAL)			(SEAL
Horrower			Borrowe

ITEM 6844 (9103)

Great Enker Business Forms, Inc. 1800-530-939 CF FAX 616-791-1131

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Unit 3164 as delineated on Survey of the following described Parcel of real estate: Lots 1 to 41, both inclusive, and Outlots 1, 2 and 3, all in Barrington Square Unit Three, being a Sublivision of parts of the Northeast quarter of Section 7 and the West half of Section 8, Township 41 North, Range 10 East of the Third Principal Meridian, recorded in the Office of the Recorder of Deeds on November 16, 1971 as Document 21713495, a Survey of which is attached as Eddibit "A" to that certain Declaration establishing a plan of Condominium Ownership made by K-B Barrington Homes, Inc., as Grantor, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 26, 1971 as Document 21725050, together with a percentage of the common elements appartenent to said Units as set forth in said Declaration, as amended from time to time, in Cook County, Illinois.

Property of Coop Colling Clerk's

93658429