## UNOFFICIAL COPY

93724578

(Space Above This Line For Recording Data)

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 27th,	1993	
The mortgagor is SARAH J. WYNN, SINGLE NEVER MARIUED		
	("Borrower"). This Security Instrument is given to	
HARRIS TRUST AND SAVINGS BANK	which is organized and existing	
under the laws of THE STATE OF ILLINOIS and who		
Borrower owes Lender the principal sum of Thirty Five Thor and and 00/100		
Dollars (U.S. \$ 20,000,00 ). This debt is evidenced	by Borrower's note dated the same date as this Security Instrument Legities due and payable on October 1st, 2023	
("Note"), which provide a for monthly payments, with the full debt, if not pair. This Security Instrument a cores to Lender: (a) the repayment of the debt event modifications of the fine (b) the payment of all other surre, with inte Security Instrument; and (c) "in parformance of Borrower's covenants and appurpose. Borrower does hereby invertage, grant and convey to Lender the fol COOK	idenced by the Note, with interest, and all renewals, extensions rest, savanced under paragraph 7 to protect the security of this recments under this Security Instrument and the Note. For this	
SEE ATTACHED	·· •	
$O_{\mathcal{F}}$		
	<u> </u>	
0_		
PERMANENT INDEX NUMBER: 14-05-215-015-1023	*,	

577 10 27 51 51

which has	the address of	6007 N. SHERIDAN ROAD, UNIT 6G		CHICAGO	
Willett IIM	Bic addices of	[Street]		(Chy)	
(liinois	60660	("Property Address");	<i>'</i>		
TIME IN	(7.	lp Cods)	1/2		1
Together with all the improvements now or hereafter erected on the property, and all easements, appper normances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Institutement. All of the foregoing is					

6007 N. SHERIDAN ROAD, UNIT 6G

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 a transfer grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrant, 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 vertations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS. Borrower and Lander covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall promptly pay when due the principal of
- 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 ("Funda") 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; (e) yearly mortgage insurance premiums, if any; and (d) 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 "Escrive items." Lender may, at any time, collect and hold Funda in an amount so to exceed the maximum amount a lender for a federally related mortgage lean may require for Borrower's escrive account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. SS 2601 et seq. ("RESPA"), unless another law that applies to the Funda sets a lesser 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 Funda 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 Borrower 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 agreement is made or 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 shall be paid on the

Form 3014 / 8400 \ (map ) of 4 pages)

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

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Punds. Lender shall give to Borrow relivit on Ching a snamula cooming of the Fund analying resistant debit to the Funds and the purpose for which each debit to the Funds was mid. To Fund are predicts a additional security fresh as accured by this Security Instrument.

If the Funds held by Lender 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 accessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole disconting.

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 saguire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Punds 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; accord, 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 payments. Borrower shall promptly furnish to Lender all notices of amounts 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, Hazara or reperty Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, haz ros 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 maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance of all the chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and reviewls shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and review. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwis, agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if 'the restoration or repair is economically feasible or Lender's security would be descended, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess rout to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has of cred 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 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 20% change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies are 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.

- 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 for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extendating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property a'ow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, who he civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair he ien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in para (as h 8, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Derrower shall also be in default if Borrower, during the loon application process, gave materially false or insecurate information or stateme as to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a casehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title hall not merge unless Lender agrees to the order of the property and the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title hall not merge unless Lender agrees.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covers and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the P operty (such as a proceeding in brinkruptcy, probate, for condemnation or forfeiture 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 dysich has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering or the Property to make repairs. Although Lender may take action under this parsgraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secure? In this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the dute 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 this Socurity Instrament, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the nor gage 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 cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance substantially equivalent to the cost to Borrower of the 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 in mediately before the taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to colfect 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. Recrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in Interest. Lender shall not be required to commence proceedings against any successor. 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 remady thall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Avigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements 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 A only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other if an charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shalf 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 life t payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge that a Note.
- 14. Notices. Any notice to Borrower provided for in this S cur'ty instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be give ned by federal law and the law of the jurisdiction is which the Property is focated. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable,
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural port on) 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 be 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 thi. So urity Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted ty 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 asle of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a ji day tent enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to just 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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20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardour 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 Hazardoua Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is swifted 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 Revienemental 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 environmental statements and the safety or environmental safety tal protection.

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 assert in the first proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the unland is not cured on or before the date specified in the notice, lender at its option may require immediate payment in full of all sure, secured by this Security Instrument without further demand and may foreclose this Security Instrument hy inducial proceeding. Let also shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not lightly 10, reasonable altorneys' fees and costs of title evidence.

21, including, but not it nited to, reasonable attorneys.	iees and costs of time evidence.	
70_		
22. Release. Upon pay ner' of all sums see charge to Borrower. Borrower shall pay any recordation	ured by this Security Instrument, Lender shall rele costs.	ease this Security Instrument without
23. Waiver of Homestead. dorrower waive	es all rights of homestead exemption in the Property	<b>y.</b>
A4 B14	f one or more riders are executed by Borrower and	d monded together with this Security
Instrument, the covenants and agreements of eac', such ri	ider shall be incorporated into and shall amend and	supplement the covenants and
agreements of this Security Instrument as if the rider(r) we [Check applicable box(es)]	ere a part of this Security Instrument.	
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
	950	Biweekly Payment Rider
Graduated Payment Rider	1 11 med Unit Development Rider	Biweekly Payment Kiber
Balloon Rider	R te Improvement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, Borrower accepts and a	agrees to the terms and covenants contained in th	is Security Instrument and in any
rider(s) executed by Borrower and recorded with it.		
Signed, seeled and delivered in the presence of:	<b>7</b> 0	
	~ Malellayo	MAN TO THE REAL PROPERTY OF THE PARTY OF THE
	SARAH J. WYNN	(Seal) -Borrower
	35	2-44-9225
	Social Security Number	
		(Seal)
		BUITOWEI
,	Social Security Number	-0
		(Scal)
*		-Вопожег
	Social Security Number	
		(Scal)
		-Вогтоwег
	Social Security Number	C
	Social Security Number	
***	clow This Line For Acknowledgment)	
STATE OF ILLINOIS COOK	County ss:	r said county and state do hereby certify
I. ANNETTE GOSS CRAWLEY  that SARAH J. WYNN, SINGLE NEVER MARRIE	· ·	and county and make do hereby certify
mes describe training distributions in interest		
	•	be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me		he/she he uses and purposes therein set forth.
signed and delivered the said instrument as him/her Oliven under my hand and official seal, this	27th day of August, 1993	ne was and pulposer trees or set 101111.

My Commision Expires:

This Instrument was prepared by:

ANNETTE CRAWLEY

Return To:

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

\*OFFICIAL SEAL\* Annette Goss Crawley Notary Public, State of Illinois My Commission Expires 5/4/96\*\*\*

Netary Public

\$014 9/90

## **UNOFFICIAL COPY**

UNIT 6-G, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS DEVELOPMENT PARCEL):

LOTS 6, 7, 8 AND 9 (EXCEPT THE WEST 14 FRET OF SAID LOTS) IN BLOCK 16; ALSO ALL THE LAND LYING EAST OF AND ADJOINING SAID LOTS 6, 7, 8 AND 9 AND LYING WESTERLY OF THE WEST BOUNDARY LINE OF LINCOLN PARK, AS SHOWN ON THE PLAT BY THE COMMISSIONERS OF LINCOLN PARK AS FILED FOR RECORD IN RECORDER'S OFFICE OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 16, 1931 AS DOCUMENT NUMBER 10938695, ALL IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MP (1) IAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS RXHIBIT RL.
WITH.

OCOOP COUNTY CLERK'S OFFICE 'A' TO DECLARATION RECORDED AS DOCUMENT 20686341 AND SUPPLEMENTED BY DOCUMENT 20765789, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

93724578

CHI-4085 Losn No.

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	27111	Anguet	- 1002	
THIS CONDOMINIUM RIDER is made this	······································	day of ; August		
and is incorporated into and shall be deemed to amend instrument") of the same date given by the undersigned (th	and supplement the e "Borrower") to sees	Morigage, Deed of Trust of are Burrower's Note to	· Security Deed (the "Sec	uniy
HARRIS TRUST AND SAVINGS BANK	<del></del>		(	the "Lender")
of the same date and covering the Property described in the 6007 N. SHERIDAN ROAD, UNIT 6G CHICAGO, ILI		and located at:		
	[Property Address	a)		
The Property includes a unit in, together with an undivided	interest in the comme	on clements of, a condominius	n project known za:	
MALIBU CONDOMINIUM				
(the "Condominium Project"). If the owners association cholds title to property for the benefit or use of its member Association and the uses, proceeds and benefits of Borrowe	ers or sharcholders, t er's interest.	acts for the Condominium Pi the Property also includes Bo	rrower's interest in the Or	Wne <i>r</i> s
CONDOMINAUM COVENANTS. In addition to Il	he covenants and agr	eements made in the Security	Instrument, Borrower and	Lender
Documents. The "Constituent Documents" are the: (i) Dollaws; (iii) code of regulation; and (iv) other equivalent do noted pursuant to the Constituent 20 suments.	celaration or any othe cuments. Borrower	shall promptly pay, whon due	e Condominium Project; (i e, all dues and assessments	i) by- i lm-
B. Hazard Insurance. So lead as the Owners A "blanket" policy on the Condominium Project which is satisperiods, and against the hazards Lender requires, including	sfactory to Lender an fire and hazards inclu	id which provides insurance coulded within the term "extended	overage in the amounts, fo I coverage,* then:	er the
(i) Lender waives the provision in Uniform (installments for hazard insurance on the Property: 8 3	Covenant 2 for the m	onthly payment to Lender of	one-twelfth of the yearly pr	eurinu
(ii) Borrower's obligation under Uniform Co. to the extent that the required coverage is provided by the (	waters Association po	olicy.	the Property is deemed sati	isfied
Borrower shall give Lender prompt notice of any lap In the event of a distribution of hazard insurance of the unit or to common elements, any proceeds payable to E	re in required hazard re eeda in lieu of res Bo rower are hereby s	insurance coverage. teration or repair following a	loss to the Property, wheth Lender for application to t	ser to he
sums secured by the Security Instrument, with any excess pa	~ //			
lains a public liability insurance policy acceptable in form, a	mount, and extens of	ay he reasonable to insure the coverage to Lender.		
D. Condemnation. The proceeds of any award or only condemnation or other taking of all or any part of the figure of condemnation, are hereby assigned and shall be paid the Security Instrument as provided in Uniform Covenant 10	Property, whether of a to Lender. Such parts.	ne unit or of the common eler cores shall be applied by Lor	ments, or for any conveyand nder to the sums secured by	ce in y
E. Lender's Prior Consent. Borrower shall not,	except after notice to	Lender and with Lender's pr	ior written consent, either p	partition
or subdivide the Property or consent to:  (i) the abandonment or termination of the Consens of substantial destruction by fire or other casualty or in the consensus of the Consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction by fire or other casualty or in the consensus of substantial destruction of the consensus of substantial destruction or other casualty or in the consensus of substantial destruction or other casualty or in the consensus of substantial destruction or other casualty or in the consensus of substantial destruction or other casualty or in the consensus of substantial destruction or other casualty or in the consensus of substantial destruction or other casualty or in the consensus or other casualty or other casualty or in the consensus or other casualty or	idominium Project, et the case of a taking b	xcept for abs donition or terr	mination required by law in	1 the
(ii) any amendment to any provision of the Co	onstituent Documents	if the provision is far to e expr	ess benefit of Lender;	
(iii) termination of professional management a (iv) any action which would have the effect	nd assumption of self- t of rendering the pu	imanagement of the Owner A ublic liability insurance rever	secciation; or age maintained by the Ov	Vnors
Association unacceptable to Lender.  F. Remedies.  If Borrower does not pay condomin lisbursed by Lender under this paragraph F shall become ad not Lender agree to other terms of payment, these amounts avable, with interest, upon notice from Lender to Borrower.	iditional debt of Borre shall bear interest fro	ower secured by the Security I	Instru aem. Unless Borrow	/er
ly SIGNING BELOW, Borrower accepts and agrees to the to	erms and provisions c	contained in this Condominium	Rider.	
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