Loan #: 930007676

After Recording Return To:
Liberty Mortgage Corporation NW
2101 S. Arlington Heights Road, Suite 100

Arlington Heights, IL 60005



93729358

38723356

[Space Above This Line For Recording Date]

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on August 27, 1993.

The mortgagor A Watalie A. Davila , a single person

("Horrower"). This Secrety Instrument is given to

Liberty Mortgage Corporation NW, which is organized and existing under the laws of Illinois, and whose address is

2101 S. Arlington Weights Road, Suite 100, Arlington Heights, IL 60005

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

Ninety Nine Thousand and no/100 Dollars (U.S. \$99,000.00).

This debt is evidenced by Borrower's note direct the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier due and payable on September 1, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other mins, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage grant and convey to Lender the following described property located in Cook County, Illinois:

UNIT 3 TOGETHER WITH ITS UNDIVIDED FERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BELLE PLAINE TERRACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25129485, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-17-416-025-1003

which has the address of 821 Belle Plaine Unit 3, Chicago, Illino 60613 ("Property Address");

93729358

TOOFTHER WITH all the improvements now or hereafter creeted on the property, and all easements, appurtenances, and 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 seised 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.



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Form 3014 9/90 (page 1 of 6 pages)

ILLINOIS-Single Family Famile Mass/Freddle Mass UNIFORM INSTRUMBINT Prepared by Doc-Tech, Inc., Mt. Prespect, II.

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Burney Charles

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

UNIFORM COVENANTS. Horrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of 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 Londer, Borrower shall pay to Londer 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 altain 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 (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called "EscrowItems." 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 excrow account under the 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 lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the fesser 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 should be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an estitution) 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, I ender shall not be required to pay Borrower any interest or arrives on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Porrower, without charge, an annual accounting of the Funds, showing credits and debits 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 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 archicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and repositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of 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 to over: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good fails 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 in agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and

	Form 3014	9/90 (bake	2 of 6 pages)
Borrower's Initials	NAD		

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renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss it not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is not economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the anima secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds Lender may use the proceeds to repair or restore the Property or to pay sums accured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Porrower 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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. Horrower shall occupy; establish, and use the Property as Borrower's principal residence within sixtydays after the execution of this Security Instrument and shade intimue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless I ender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's on rol. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Be trover shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, 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. Borrower shall also be in default if Borrower, during the beautiful information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupance of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower sequires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in willing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may sign licantly affect Lender's rights in the Property (such as a proceeding in handruptcy, 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 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 be once additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of paymoni, there 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.

- B. Mortgage Insurance. If Lender required mortgage insurance as a countrier of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance overage 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 to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-tweith of the yearty mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender with 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 these loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall

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

If the Property is abandoned by Borrower, or it, 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, I ender is suthorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless I ender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released: Forbearance By Lender Not a 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 acinterest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of my demand made by the original Borrower or Borrower's successors in interest. Any forbestunce by I ender in exercising any right or rower's shall not be a waiver of or preclude the exercise of any right or rowedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benedicine successors and assigns of Lender and Portower, subject to the provisions of paragraph 17. Hortower's covenants and agreements shall be joint and several. Any Borrower who co signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to exically, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Lann Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or one, loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be edieval 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 direct payment to Borrower. If a refund reduces minerpal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Society Institutent, shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. Provide 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. Coverning 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 with insert 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. Barrower's Capy. Horrower 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 or the Troperty 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 satural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument

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

18. Horrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security

	Form	3014	9/90 (page	4 of 6 pages)
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Instrument, and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remainte 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 Horrower. 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 interested 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.
- 20. Hazardous Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any 1th ardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances, gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, ruserials 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 protection.

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

- 21. Acceleration; Remedies. Lower shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure, if the default is not rared on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, including, but not fariled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not fariled to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without a charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead, Borrower waives all right of homestead exempt on in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by doctower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

[ ] Adjustable Rate Rider	[X] Condominium Rider	[ ] 1-4 Gemily Rider
Graduated Payment Rider	[ ] Planned Unit Development Rider	Biweckly Payment Rider
[ ] Balloon Rider	[ ] Rate Improvement Rider	Second torne Rider
1 1 Other(s) Isnecify!		

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

Witnesses.	Natalie A. Datha Borrower
e de la companya de l	- isortower
	(Sent) - Horrower
	-Borrower
	[Space Bakew This Line Nor Asknowindgement]
	Cook County ss:  A Notary Public in and for said county and state, do hereby certify that  a single person, personally known to me to be the same person(s) whose oregoing instrument as peared before me this day in person, and acknowledged that trument as free and voluntary act, for the uses and purposes therein day of his county is a single state.
My Commission expires:	Son Spires 8/13/96 S

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# UNOFIEIMINAL GORY

THIS CONDOMINIUM. RIDER is made this twenty seventh day of August, 1993, and is incorporated into and shall be deemed to amend and supplement the Morigage, 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 Liberty Mortgage Corporation NW (the "Lender") of the same date and covering the Property described in the Security Instrument, and located at

821 Hollo Plaine Unit 3 Chicago, 11, 60613 (Property Address)

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

#### Belle Plaine Terrace Condominium Association

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to properly for the benefit or use of its members or shareholders, the Properly 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 agr e is follows:

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

Horrower shall give f ender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds it lies of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are period and shall be paid to Lender for application to the nums secured by the Security Instrument, with any excess paid to Horrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit is of the common elements, or for any conveyance in fieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the aums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eninert domain;
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the capture hencilt 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 tendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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