

PREPARED BY:  
JOANNE L. SCHWARTZ  
ROLLING MEADOWS, IL 60008

# UNOFFICIAL COPY

93787815

RECORDED  
IN THE COOK COUNTY  
RECORDER'S OFFICE  
AT 10:00 AM  
ON SEPTEMBER 24, 1993  
BY JOANNE L. SCHWARTZ  
FOR FIRST RESIDENTIAL MORTGAGE, L.P.

RECORD AND RETURN TO:

FIRST RESIDENTIAL MORTGAGE, L.P.  
1855 ROHLWING ROAD - SUITE E  
ROLLING MEADOWS, ILLINOIS 60008

93787815

(Space Above This Line For Recording Data)

## MORTGAGE

93787815

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 24, 1993**. This mortgage is

✓ MARY R. LA FLAMBOY, WIDOW  
AND ANTHONY J. DI ORIO  
✓ AND CATHERINE E. DI ORIO, HUSBAND AND WIFE  
✓ CATHARINE

DEPT-01 REC'D/DNOS

\$33.00

("Borrower"). This Security Instrument is given to **FIRST RESIDENTIAL MORTGAGE, L.P.**, COOK COUNTY RECORDER

✓ MARY R. LA FLAMBOY, WIDOW  
AND ANTHONY J. DI ORIO  
✓ AND CATHERINE E. DI ORIO, HUSBAND AND WIFE  
✓ CATHARINE

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **1855 ROHLWING ROAD - SUITE E**, ROLLING MEADOWS, ILLINOIS 60008. Lender ("Lender"), Borrower gives Lender the principal sum of **THIRTY SIX THOUSAND FIVE HUNDRED AND 00/100** Dollars (U.S. \$ **36,500.00**). 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 on **OCTOBER 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 sums, 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 NUMBER 2 AND UNIT NUMBER G-2 IN ORLAN BROOK CONDOMINIUM, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DEFINED AND DELINEATED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 22916678, AS AMENDED FROM TIME TO TIME, IN ORLAN-BROOK, UNIT NUMBER 1, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of **15701 ORLAN BROOK DRIVE-UNIT 2, ORLAND PARK, ILLINOIS 60462**

Street, City,  
Zip Code

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
10001 (CRIL) 191011 VMP MORTGAGE FORMS (312)283-8100 100015217201 Form 3014 9/90

Initials: *J.W.R.*

325000

# UNOFFICIAL COPY

1000  
DPA  
01A 0/90

Farm 301A 8/90  
DPA 1000

Page 2 of 4

ללאן · פאנר (ויליאם)

If Borrower fails to pay all taxes, assessments, charges, fines and impositions after notice to the Property Lien, Borrower shall pay immediately, Borrower shall receive a voiding notice if payment is not made within ten days of the notice.

3. Application of Payments. Unless otherwise provided in Note 2 shall be applied first, to any prepayment due under this Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums accrued by this Security Instrument, loan or other claim promptly rendered to recover any funds held by Landlord, if, under paragraph 2, Landlord fails to settle or pay such claim within ten days after receipt of notice of the Proprietary, shall apply any funds held by Landlord at the time of acceleration or sale to credit against the sum required by this Security Instrument.

negative monetary policy instruments, in Leander's sole discretion.

If the Funds held by Landers exceed the amounts permitted to be held by applicable law, Landers shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Landers exceeds the amount of the Funds which were due, Landers may so notify Borrower in writing, and, in such case Borrower

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each deposit to the Funds was made. The Funds are pledged as additional security for all sums received by the Security Instrument.

The Funds shall be held in a trust account while deposits are incurred by a federal agency, instrumentality, or entity (including Leader, if Leader is such an entity) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow items, Leader may not charge Borrower for holding and supplying the Funds, until fully accounted, or verify the Escrow items, unless Leader pays Borrower interest on the Funds and supplies the Funds to make up a charge. However, Leader may require Borrower to pay a one-time charge for an independent tax reporting service.

2. Funds for taxes and insurance are due under the Note, until the Note is paid in full, to Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue prior to the Note, (b) yearly leasehold payments for ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of insurance premiums. Those items are called "Fees." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount in Lender's possession, but may not hold Funds in excess of the amount due on the basis of current data and reasonable estimate of expenditures of future sets in lesser amounts, if so, Lender may, in my time, collect and hold Funds in an amount not to exceed the lesser amount, set a lesser amount, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds 1974 is amended first, due to time, to recover expenses under the federal Retail Residential Settlement Procedures Act of qualified mortgage loan my require for Borrower's account under the maximum amount in Lender's possession, but may not hold Funds in excess of the amount due on the basis of current data and reasonable estimate of future sets in lesser amounts, if so, Lender may, in my time, collect and hold Funds in an amount not to exceed the lesser amount, set a lesser amount, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds 1974 is amended first, due to time, to recover expenses under the federal Retail Residential Settlement Procedures Act of

principals of land tenure and inheritance, trapping and hunting, and native crafts, however, remain predominantly Mayan.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform evidence for national use and non-uniform evidence with limited application by specifying a uniform security instrument covering all cases.

**BORROWER COVENANTS** that Borrower is lawfully entitled of the estate hierarchy entitled and that the Property is nonassumable, except for encumbrances of record, Borrower will defend personally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

# UNOFFICIAL COPY

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

Unless 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 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.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith 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 loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy 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 acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**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 significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and 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, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapsed 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 insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being 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

DPS 1091

Form 3014 D/00

# UNOFFICIAL COPY

Form 304A - 9/90  
DPA 1082

Page 4 of 9

Form 304A - 9/90  
DPA 1082

Form 304A - 9/90  
DPA 1082

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

To be severable.

17. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note which can be construed with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note.

18. Security Instruments shall be deemed to have been given to Borrower or Lender when given to Borrower. Any notice provided for in this Note to Borrower, Lender or any other addressee, Landor designates by notice to Borrower, Any notice to Lender by first class mail to the first class mail unless otherwise specified below, shall be deemed to be given to Borrower by delivery of it or by mailing

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery of it or by mailing

20. Payment to Borrower. If a refund redices principal, the reduction will be treated as a partial prepayment without any

Borrower, Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower, Landor or any other addressee, Landor designates by notice to Lender. Any notice to Lender by first class mail to the first class mail unless otherwise specified below, shall be deemed to be given to Borrower by delivery of it or by mailing

21. Limitations on Advances. If the terms of this Security Instrument or the Note to Lender exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

22. Loan Exceeds the Permitted Limits, then: (a) any such loan charge collected or to be collected in connection with the

23. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations within regard to the terms of this Security Instrument or the Note without this Borrower's consent.

24. Security Instruments Assigned to the Borrower or Lender under this Note may agree to extend, modify, forgive or

25. Borrower's Interest in the Property under this Note: (a) is co-assigning this Security Instrument only to mortgagor, grant and convey that

26. Assignment but does not execute the Note; (b) is not personally obligated to pay the sum

27. Borrower's Covenants and Agreements of Lender and Borrower, subject to the provisions of this Security

28. Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

29. Security of Any Right of Remedy. Any right or remedy shall not be a waiver of or preclude the

30. Security Instruments in Interest. Any right or remedy shall not be a waiver of or preclude the

31. Security Instruments Assigned to the Borrower or Lender under this Note may agree to extend, modify, forgive or

32. Security Instruments Assigned to the Borrower or Lender under this Note may agree to extend, modify, forgive or

33. Security Instruments Assigned to the Borrower or Lender under this Note may agree to extend, modify, forgive or

34. Security Instruments Assigned to the Borrower or Lender under this Note may agree to extend, modify, forgive or

35. Security Instruments Assigned to the Borrower or Lender under this Note may agree to extend, modify, forgive or

36. Security Instruments Assigned to the Borrower or Lender under this Note may agree to extend, modify, forgive or

37. Security Instruments Assigned to the Borrower or Lender under this Note may agree to extend, modify, forgive or

38. Security Instruments Assigned to the Borrower or Lender under this Note may agree to extend, modify, forgive or

39. Security Instruments Assigned to the Borrower or Lender under this Note may agree to extend, modify, forgive or

40. Condemnation of Other Taking of Any Part of the Property, or for Conveyance in Lieu of Condemnation, or for hardship assessed and

41. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

42. Borrower Notice in the Time of or Prior to an Appraisal Specifying Reasons for the Inspection.

43. Inspection, Lender or its agent may make reasonable entries upon and inspect any part of the Property, Lender shall give

44. Insurance and Recourse with Any Writer Against Borrower and Lender or Impairment of the Property.

45. Premiums Required to Maintain Mortgagage Insurance in Effect, or to Provide a Loss Reserve, until the requirement for mortgagage

46. Lender (referred to in this Note as "Lender") approves application for modification of the Note and for the payment

**UNOFFICIAL COPY**

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 person), without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall 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 those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower, meets certain conditions, Borrower, shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These 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 legal effect of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby, shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**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 Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

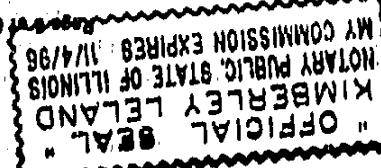
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the 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 foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

# UNOFFICIAL COPY

DPS 1094



My Commission Expires:

Given under my hand and official seal, this 24th day of October, 1993.

free and voluntary act, for the uses and purposes herein set forth,  
made this day in person, and acknowledged that THEY signed and delivered this instrument as THEIR  
personal knowledge known to me to be the same person(s) whose names(s) subscribered to the foregoing instrument, appeared before

CATHERINE

ANTHONY J. DI ORIO AND CATHERINE E. DI ORIO, HUSBAND AND WIFE

MARY R. LA PLAMBOY, WIDOW AND

county and state do hereby certify that  
a Notary Public in and for said

STATE OF ILLINOIS, COOK

County as:

*X*  
CATHERINE

*X*  
CATHERINE

BORROWER

(Signature)

CATHERINE E. DI ORIO

*X*  
CATHERINE E. DI ORIO

BORROWER

(Signature)

ANTHONY J. DI ORIO

*X*  
ANTHONY J. DI ORIO

BORROWER

(Signature)

MARY R. LA PLAMBOY

*X*  
MARY R. LA PLAMBOY

Witnesses

Witnesses

BORROWER

(Signature)

In any rider(s) executed by Borrower and recorded with it,

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and

and supplements the covenants and agreements of each such rider shall be incorporated into and shall amend

Instrument.

Check applicable box(es)

24. Riders to this Security Instrument. If one or more riders are executed by Borrower 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.

- Adjustable Rate Rider
- Graduate Payment Rider
- Bi-weekly Payment Rider
- Condominium Rider
- Planned Unit Development Rider
- Ratio Impairment Rider
- Second Home Rider
- Other(s) (Specify)

- V.A. Rider
- balloon Rider

# UNOFFICIAL COPY

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24TH day of SEPTEMBER 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST RESIDENTIAL MORTGAGE, L.P., (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 15701 ORLAN BROOK DRIVE-UNIT 2, ORLAND PARK, ILLINOIS 60462  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements, a condominium project known as:  
ORLAN BROOK PHASE 1

(Name of Condominium Project)

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

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

**A. CONDOMINIUM OBLIGATIONS.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (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 Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

#3787815  
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

**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 or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. LENDER'S PRIOR CONSENT.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

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

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. REMEDIES.** If Borrower does not pay condominium dues and assessments when due, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

X Catherine E. DiOrio  
CATHERINE E. DI ORIO  
CATHERINE

(Seal)

Borrower

(Seal)

Borrower

X Mary R. La Flamboy  
MARY R. LA FLAMBOY

(Seal)

Borrower

X Anthony J. Di Orlo  
ANTHONY J. DI ORIO

(Seal)

Borrower