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Chase Manhattan Personal Financial Services, Inc. Known as Chase Manhattan of lilinois

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This document prepared by VICKI L. ROUNTREE and should be returned to: CHASE MANHATTAN PERSONAL FINANCIAL SERVICES, INC. 1900 CORPORATE BLVD., SUITE 110 BOGA RATON, FL 33431 007457916 ORDER #

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November . The mortgager is CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS AS TRUSTEE FOR TRUST AGREEMENT DATED OCTOBER 13, 1993 AND KNOWN AS TRUST NUMBER : 1098787.

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

CHASE MANHATTAN PIPRONAL FINANCIAL SERVICES, INC. which is organized and existing , and whose address is DELAWARE under the laws of

na og affar ("Lender"). 707 SKOKIE BLVD., State 105 NORTHBROOK, IL 60062
Borrower owes Lender the principal sum of Four Hundred Thousand

Dollars (U.S. \$ 400,000.00). 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 Decamber 1, 2023 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment A 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

County, Illinois: following described property located in COOK

LOAN #

UNIT 2E IN THE 33 EAST BELLEVUE CONDOMINIUM ASSOCIATION, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 5, 6, 7 AND THE WEST 21 1/2 FEET OF LOT 8 (EXCEPT THE SOUTH 8 FEET OF SAID LOT CONDEMNED AND USED FOR ALLEY) IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 7 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIBAN CANAL IN SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NOWTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 93032608, TOGETHER WITH ITS UNDIVIDED PERCENTARE INTEREST IN THE COMMON ELEMENTS.

THE EXLUSIVE RIGHT TO THE USE OF P10 A LIMITED COMMON LIEMENT AS DELINEATED ON THE SURVEY

ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 33032608

which has the address of:

33 E BELLEVUE 2E

Illinois

("Property Address"); P.I.N. 17-03-204-010 . Letter : 1 the commission of the contract of the contract of the commission between

TOGETHER WITH all the improvements now or hereafter erected on the property, and all exactnesses 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 in the security Instrument as the security Instrument Instr

The more of the of the femiliaries BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the night. mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of rectarding Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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The personal property of the property of the property of the property of the

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

NONCROSE LOAN a 12321 802825-7

UNIFORM COVENANTS. Borrower and i endes covenant and agree as follows:

UNIFORM COVENANTS. Borrower and i endes covenant and agree as follows:

OF Physical of Principal and Interest to gayment and Late Charges of the Union the Note of the figures over this Security Instrument as a lion on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly Ministry over this Society instrument as a non on the Property; (b) yearly leasened payments or ground reads on the Property, it any, (c) yearly mortgage insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, some payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lies of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in a mount not to exceed the maximum provisions. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds the follows. For the Settlement. amount à lénder for a federally related mortgage loan may require for Borrower's escrow 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 the 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 actiount of Punds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Punds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or eating (including Lender, if

Lander is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escraw 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 Florrower interest on the Punds 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 Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which

each debit to the Punds was made. The Punds 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 applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Bacrow Items when in Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Bor awar 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 on all acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds

held by Lender at the time of ar juir tion or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unity applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charge, one under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to

principal due; and last, to any late charger die under the Note.

4. Charges; Liens. Borrower shall pay "L' taxes, assessments, charges, fines and impositions attributable to the Property which may ettain priority over this Security Instrument, and least hold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that running 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 pay ..en s.

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 mann's occeptable to Lender; (b) conicrts in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the language opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender si be o hating 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 actique 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 amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's app ovel which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, 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 nave 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 may make proof of loss if not

made promptly by Borrower.

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Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be remised to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not research. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be support 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 uno. pagraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Prope ty 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; Leaveholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Searty 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 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument Unless 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 lapses or coases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to

NORCROSS 10AM 2322 10 2622-7 cost a basantistic equivalent to the east to literature of the mortgage insurance previously in the effect, from an alternate mortgage insurance approved by Larder. It albust itself equivalent transgage insurance coverage is not available, Borrower shall put to Lender cush months a use equal to one-health of the early having to the rance premium being paid by Borrower when the insurance coverage lapsed or coased to be in effect. Lender will accept, use and retain these payments us a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Londer, 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.

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 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 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 fulls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or

not then due.

Unless Lender and Berrower 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 Release d; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Servity 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 in interest or refuse to refuse reason of any demand made by the or sinal Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prec'ure the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrume 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 Forr wer 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 second by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any acco amodations with regard to the terms of this Security Instrument or the Note without that

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that iswils finally interpreted so that the interest or other loan charger co lected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount, accessary 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 Burrower. If a refund reduces principal, the reduction will be

partial prepayment without any prepayment charge under the Note

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first classical unless applicable law requires use of another method. The notice about be directed to the Property Address or any other address. designates by notice to Lender. Any notice to Lender shall be given by first less 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 in Borrower.

or Lender when given as provided in this paragraph.

15. Governing Law, Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Security Instrument or the Note which can be gi en e fect without the conflicting provision. To this and

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 the Courity Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any par 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 lateral 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 Inc. ument.

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 Se univ Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Secu ity Instrument without further

notice or demand on Borrower.

18. Barrower'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; (r (a) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be an 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 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 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 Hazardous Substance affecting the Property is necessary, Barrower shall promptly take all necessary remedial actions in accordance with

Havironmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as texic or hazardous substances by Environmental Law. and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volstile solvents, materials containing aspectos 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.

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 244 day of November 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

CHASE MANHATTAN PERSONAL PENANGIAL SERVICES, INC. of the same date and covering the Property described in the Security Instrument and located at: (the "Lender")

33 & BELLEVUE RE: DHIDASO, IL 60814

(Property Address)

The Property Includes a unit in, together with an undivided interest in the common elements of, a condominatum project

[Name of Condominium Project)

the Condominium Project"). If the owners association or other antity which acts for the Condominium Project (the "Owners Association") holds title to property for the bonefit or use of its members of sharebolders, the Property also incly as I prover's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Occuments. 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 two stitues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So lorg as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" polloy on the Conforminium Project which is satisfactory to Lander and which provides insurance coverage in the amounts, for the periods, and against the hazards Lander requires, including fire and hazards included within the term "extended poverage," then:

(i) Lander 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 Uni orm Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required covarage is provided by the Owners Association policy.

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

in the event of a distribution of hazard insurance proceed, in lieu of restoration or repair following a loss to the Properly, whether to the unit or to common elements, any proceed pryable to Borrower are hereby assigned and shall be paid to Lender for application to the sums accurad by the Security 'net urgent, 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, and extent of coverage to Lender.
- D. Condomination. The proceeds of any award or claim for damages, direct on 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 convoyance in lieu of condemnation, are hereby assigned and thail be paid to Lander. Such proceeds shall be applied by Londer to the sums secured by the Security Instrumed as provided in Uniform Covenant 10.
- R. Landar's Prior Consent. Borrower shall not, except after notice to Lender and with Lander a , ner written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or emulastion required by law in the case of substantial destruction by fire or other canualty or in the case of a taking by conducted in or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lander:
- (iii) termination of professional management and examption of self-management of the Owners Association; ů.
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- P. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts distursed by Londer under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Londor agree to other terms of payment, these amounts shall bear interest from the date of disburgement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



UNOFFICIAL COPY

March Barrell Washington

Property of Cook County Clerk's Office

It is expressly understood and agree of be an ordered the parties harde, explains, harden to the humber and proposed the parties indemnities in proceedings, indemnities and preventions and appreciated the following of the above the following the humber of the following the proposed of the following the process of the following the process of the following the process of the following the fol

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