

# UNOFFICIAL COPY

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A.T.G.F.  
BOX 109

DE-01 RECORDING \$33.00  
T-3 RAN 3917 01/07/93 11:31:00  
S-0000 A X-93-012772  
CHICAGO COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 31, 1992. The mortgagor is SOPHIA F. LIAROS, A SINGLE PERSON ("Borrower"). This Security Instrument is given to GEORGE WASHINGTON SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of STATE OF ILLINOIS, and whose address is 10240 South Cicero Avenue, Oak Lawn, Illinois 60453 ("Lender"). Borrower owes Lender the principal sum of TEN THOUSAND AND NO/100'S - DOLLARS (U.S. \$ 10,000.00----). 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 JANUARY 31, 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 (10354) as delineated on the survey of the following described tract of land (hereinafter referred to as "Parcel"): Lot 1 in Kenvyle Subdivision of the South 150 feet of the North 200 feet of Lots 7 and 8 in Frank Delugach's Central Avenue Gardens, being a subdivision of the East 2/5th of the East 1/2 of the North East 1/4 of Section 17, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois which survey is attached as Exhibit "A" to Declaration made by Ford City Bank, a Banking Corporation of Illinois as Trustee under Trust Agreement dated December 15, 1977 and known as Trust Number 2002 and recorded in the office of Recorder of Deeds of Cook County, Illinois as Document No. 24541629, together with an undivided 3.48 per cent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey) in Cook County, Illinois.

PERMANENT INDEX NUMBER: 34-17-205-048-1002  
which has the address of 10354 SOUTH CENTRAL #2N [Street] OAK LAWN [City]

Illinois 60453 [Zip Code] ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

ILLINOIS—Single Family—Family Mort Freddie Mac UNIFORM INSTRUMENT  
Product 46713

Form 3014 9/93 (page 1 of 6 pages)

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Chicago, IL • 1-800-323-3000

BB

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5. **Hazard or Property Insurance.** Borrower shall keep the term "extended coverage" and any other hazards, the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to the terms of the policy, for which Lender requires insurance. This insurance shall be maintained in the amounts and including goods of food, for which Lender requires insurance. The insurance shall be chosen by Borrower subject to the periods of food, for which Lender requires insurance. This insurance now existing or hereafter erected on

satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower shall attain priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall may attach the lien to this Security instrument, if Lender determines that any part of the Property is subject to a lien which attaches the entire interest of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subject to payment of the amount of the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion relate to facts in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender, (e) contests in good faith the lien by, or defends against enforcement of the lien in a manner acceptable to Lender, (f) contests in good

agreements in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender, (g) contests in good

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower, (a)

under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing payment of the amounts to be paid on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid on time directly to the person owed payment. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay these obligations in full to Lender prior to the payment of any amounts payable to the

Property which may attach priority over this Security instrument, and leasehold payments, charges, fines, and impossibilities attributable to the

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impossibilities attributable to the

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; and to amounts payable under

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

secured by this Security instrument.

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 2, Lender shall agree to sell the Property, Lender, prior to the acquisition of the sums or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums

any Funds held by Lender is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case no more than twelve months, at Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to make up the deficiency in any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower

instrument.

For which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security

give to Borrower, without charge, an account, showing of the Funds, showing credits and debts to the Funds and the purpose on the Funds, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall

is made of applicable law requires, interests to be paid, Lender shall not be required to pay Borrower any interest or earnings 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, interests to be paid, Lender shall agree to pay a one-time charge for an independent real estate

to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate account, or verifying a broker's license, unless Lender pays Borrower interest on the Funds and applying the escrow

pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually, thereby the Funds to include Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity reasonably expected of future Escrow items of otherwise in accordance with applicable law.

amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and 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 a Lender 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 items are called "Escrow items," 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 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 Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, These flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender on the day monthly payments which may attach priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments which may attach priority over this Security instrument as a lien on the Property; (c) yearly yearly taxes and assessments which may attach priority over this Security instrument as a lien on the Property; (d) yearly

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,

the principal of and interest on the day monthly payments which may attach priority over the Note, until the Note is paid in full, a sum ("Funds") for:

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall

pay to Lender on the day monthly payments which may attach priority over the Note, until the Note is paid in full, a sum ("Funds") for:

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

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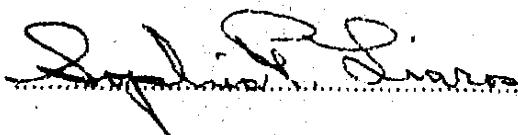
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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) (specify)      |   |   |

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:



.....(Seal)  
—Borrower

Social Security Number.....

.....(Seal)

Social Security Number.....

—Borrower

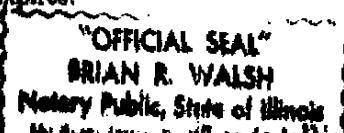
(Sign below This Line For Acknowledgment)

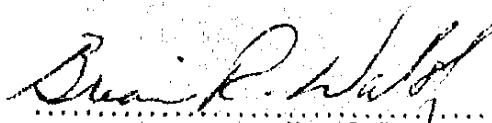
STATE OF ....ILLINOIS.....  
COUNTY OF ....COOK.....} SS:

I, THE UNDERSIGNED....., a Notary Public in and for said county and state, do hereby certify that  
SOPHIA P. LIAROS, A SINGLE PERSON....., personally appeared  
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing  
instrument, have executed same, and acknowledged said instrument to be..... HER..... free and voluntary act  
and deed and that .... SHE..... executed said instrument for the purposes and uses therein set forth.  
(he, she, they)

Witness my hand and official seal this..... 31..... day of December....., 1984.

My Commission Expires:



  
Brian R. Walsh.....

(SEAL)

Notary Public

This instrument was prepared by..... Savings and Loan  
44771  
10240 South Cicero Avenue  
P.O. Box 845

Box 109

Oak Lawn, Illinois 60454

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and under or applicable law.

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 at the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender; or, if Borrower requests it,

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this instrument, or there is a legal proceeding that significantly affects Lender's rights in the Property, Lender may sue in equity or law to enjoin proceedings or to enjoin or restrain such proceeding.

6. Occupancy. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument to occupy the Property as Borrower's principal residence until the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not be in default if any foreclosure action or proceeding, whether civil or criminal, is begun in Lender's good faith judgment resulting, damage or impact the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not be in default if any foreclosure action or proceeding, whether civil or criminal, is begun in Lender's good faith judgment resulting, damage or impact the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not be in default if any foreclosure action or proceeding, whether civil or criminal, is begun in Lender's good faith judgment resulting, damage or impact the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not be in default if any foreclosure action or proceeding, whether civil or criminal, is begun in Lender's good faith judgment resulting, damage or impact the Property, allow the Property to deteriorate, or commit waste on the Property.

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 2 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 until such time as Lender has been paid in full.

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. If the Borrower fails to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice sent to Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property to a claim, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to abandon the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to pay sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower fails to pay sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, the 30-day period will begin when the notice sent to Lender may collect the insurance proceeds.

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 renews a policy, Lender shall receive all premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and paid premiums and renewals. If Lender renews, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and paid premiums and renewals. If Lender renews, Borrower shall give to Lender all receipts of paid premiums and renewals.

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16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.  
 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural

15. **General Provisions**. 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 of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note or the Note itself.

14. Notices. Any notice to Burrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise specified. The notice shall be deemed to have been given to Burrower if delivered to Burrower's address stated herein or any other address given to Burrower by notice to Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Lender if given as provided in this paragraph.

13. **Loan 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 other loan charges collected 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 necessary to reduce the loan to the permitted limits; and (b) any such loan charge shall be reduced by the Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the principal, a method under the Note or by making a partial prepayment without a refund to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without a direct payoff to Borrower.

12. **Successors and Assigees Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's covenants and agreements of Lender and Borrower, Any Borrower who co-signs this instrument but does not execute the Note; (a) is co-signing this 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 liable for the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, or make any accommodations with regard to the terms of this instrument or the Note without that Borrower's further notice or consent.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 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 Responsible For Breach By Lender Not A Waller. Exclusion of the time for payment of 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 reduce the liability of the original Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment of Borrower's successors in interest of the original Borrower's successors in interest. Lender shall not be liable to the original Borrower's successors in interest for any loss or damage resulting from the exercise of any right or power of Borrower's successors in interest under this Security Instrument.

give Borrower notice at the time of or prior to an inspection specifying cause for the inspection.

9. Impspecction. Leader shall inspect upon receipt of the Proprietary.

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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 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. 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. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assume title at 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, 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.

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this ..... 31ST ..... day of ..... DECEMBER ..... 19....., 92....., 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 ..... GEORGE WASHINGTON SAVINGS AND LOAN ASSOCIATION ..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 10354 SOUTH CENTRAL #2N; OAK LAWN, ILLINOIS 60453 ..... [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: FRANK DELUGACH'S CENTRAL AVENUE GARDENS ..... [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.

**CONDONIUM 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 one-twelfth 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.

Borrower shall give Lender prompt notice of any loss 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;

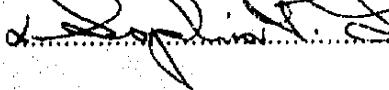
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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.

  
..... (Seal)  
-Borrower

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Property of Cook County Clerk's Office

930152