

PREPARED BY:  
PETER JOHN BAKAS  
HIGHLAND, IN 46322

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93016497

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

RECORD AND RETURN TO: 93 JAN -8 AM 10:30

LAMPA ENTERPRIZE  
9219 INDIANAPOLIS BOULEVARD  
HIGHLAND, INDIANA 46322

93016497

[Space Above This Line For Recording Data]

## MORTGAGE

006740060

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 24, 1992  
OREN O. CLANTON  
AND CAROL M. CLANTON, HUSBAND AND WIFE

The mortgagor is

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

which is organized and existing under the laws of THE STATE OF INDIANA  
address is 9219 INDIANAPOLIS BOULEVARD  
HIGHLAND, INDIANA 46322  
("Lender"). Borrower owes Lender the principal sum of  
NINETY FIVE THOUSAND  
AND 00/100

Dollars (U.S. \$ 95,000.00 ).

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 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 2714 IN PRAIRIE ROW TOWNHOME CONDOMINIUM, AS DELINEATED  
ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 2  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

which has the address of 2714 PRAIRIE AVENUE, EVANSTON  
Illinois 60201 ("Property Address");  
Zip Code

Street, City ,

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

6RILL (8101)

VMP MORTGAGE FORMS • (313)203-8100 • (800)621-7281

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DPS 1088  
Form 3014 9/90

Initials:

PC  
CC

BOX 333

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Form 3014-990  
DPS 1080

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•ER(II) 0101

more of the actions set forth above within 10 days of the giving of notice.

Security Instrument, Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may, without priority over any other part of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to any, or debtors against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the Lender to Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument. And leasehold payments or ground rents, if any, Borrower shall pay which may access Funds in accordance with the requirements of applicable law. If the Funds held by Lender in any

4. Charges: Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attachable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the property, Lender shall promptly refund to Borrower any

Upon payment in full of all sums secured by this Security Instrument, Lender shall account to Borrower any twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than three is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in connection with the requirements of applicable law. If the Funds held by Lender in any

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

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

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, the interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender pay Borrower interest on the Funds and applying the Escrow analysis to the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Escrow items and Lender to make such (including Lender, if Lender is such as institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Funds shall be held in an institution whos deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Escrow items and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgagor or a may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," if any: (a) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (e) yearly property insurance premiums; (b) yearly leasehold payments and assessments which may attain priority over this Security Instrument as a lien on the Property; (f) yearly taxes under the Note, until the Note is paid in full, a sum ( "Funds") for: (a) yearly taxes

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

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for actional use and non-actional covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

laundering. All of the foregoing is referred to in this Security Instrument as the "Property."

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 placements and additions shall also be covered by this Security

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

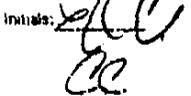
**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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 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 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 1007

Form 3014 9/80

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Form 3014 9/90  
DPS 1022

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Form 3014 9/90  
DPS 1022

BORROWER'S COPY

Form 3014 9/90  
DPS 1022

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

Form 3014 9/90  
DPS 1022

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 of this Security Instrument or the Note is declared to be ineffective without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address

17. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

prepayment charge under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the permitted limit; and (b) any sum already collected from Borrower which exceeded payment limits will be refunded to Lender.

18. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or, if so directed by Borrower's consent.

Borrower's intent in the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that instrument but does not execute the Note; (b) is co-signing this Security Instrument only to mortgage, grant and convey that instrument but does not execute the Note; (c) agrees that Lender and several. Any Borrower who co-signs this Security

19. Successors and Assigns; Joint and Several Liability; Covenants. 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

any exercise of any right of remedy.

20. Borrower Not Responsible; Forfeiture; Notice to Lender. Extension of the time for payment of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums awarded or settled a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an

award of the sums secured by this Security Instrument whether or not the sums are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

Instrument immediately before the taking is equal to or greater than the amount of the sums secured immediately before the fair

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.

21. Commencement. The proceeds of any award of damages, direct or consequential, in connection with any

Borrower's notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect items of the Property. Lender shall give

in advance notice to Lender, with any written agreement between Borrower and Lender or applicable law,

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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**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 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 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, 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.

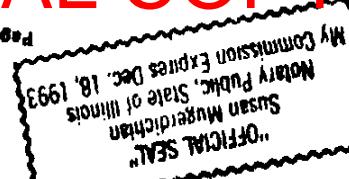
**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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DPS 1094

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My Commission Express

Given under my hand and official seal, this 26 day of October 1993.

Personality known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before  
me this day in person, and acknowledge that THEY signed and delivered the said instrument as THREE

OREN O. CLANTON AND CAROL M. CLANTON, HUSBAND AND WIFE

, Notary Public in and for said

County ss:

STATE OF ILLINOIS, COOK

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Witness

CAROL M. CLANTON

*Carol M. Clanton*

Witness

OREN O. CLANTON

*Oren O. Clanton*

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and  
and supplements the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

Instrument.

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.

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(Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- Biweekly Payment Rider
- Monthly Payment Rider
- Biannual Payment Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (Specify)
- Second Home Rider
- V.A. Rider
- Baseline Rider

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PAPER - LEGAL DESCRIPTION

UNIT NUMBER 2714 IN PRAIRIE ROW TOWNSHOME CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 2 IN BLOCK 23 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF THE ARCHANGE OF QUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO OF LOTS 1 AND 3 AND OF THAT PART OF LOT 2 LYING BETWEEN CHICAGO AND MILWAUKEE ST. PAUL RAILWAY AND WEST LINE OF LOT PRODUCED TO THE NORTH LINE OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM DATED DECEMBER 4, 1978 AND RECORDED JANUARY 29, 1979 AS DOCUMENT NUMBER 24818485, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN# 05-34-321-036-1004

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Property of Cook County Clerk's Office

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24TH day of DECEMBER 1992, 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

LAMPA ENTERPRISE

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2714 PRAIRIE AVENUE, EVANSTON, ILLINOIS 60201

(Property Address)

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

(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 COVENANTS.** 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 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.

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

OREN O. CLANTON

CAROL M. CLANTON

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