

PREPARED BY:
SUSAN VAN KLEY
LANSING, IL 60438

UNOFFICIAL COPY

RECORD AND RETURN TO:



G. J. M. B. VAN

STEEL CITY NATIONAL BANK
17130 SOUTH TORRENCE AVENUE
LANSING, ILLINOIS 60438

93076567

[Space Above This Line For Recording Data]

MORTGAGE

339318-6

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 28, 1993**
JEFFERY A. SHARP, A BACHELOR, NEVER BEEN MARRIED

The mortgagor is

(“Borrower”). This Security Instrument is given to
STEEL CITY NATIONAL BANK

which is organized and existing under the laws of
address is 17130 SOUTH TORRENCE AVENUE
LANSING, ILLINOIS 60438
FIFTY FOUR THOUSAND EIGHT HUNDRED
AND 00/100

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 FEBRUARY 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 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: UNTT A 2 IN THE TIERRA GRANDE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOT 42 LYING SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

39-32-308-028-1005

which has the address of 18332 WENTWORTH AVENUE-UNIT 2A, LANSING
Illinois 60438 ("Property Address"); Zip Code

Steel City

ILLINOIS Single Family Home/Freddie Mac UNIFORM INSTRUMENT

8. UNIFORM INSTRUMENT
NAME: SHAWN LEE HORNBY (312) 213-6110 - 0000021-200

Page 1 of 9

DPB 1000
Form 3014 E/HO
Initials _____

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Farm 3014 9/90
DPS 1000

Digitized by srujanika@gmail.com

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Borrower shall promptly acknowledge and pay to the Security Agent the Security Instrument in full to the extent of the amount outstanding thereon.

4. **Challenged Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions and other liabilities to the Property which may at any time be levied over the Security instrument, and leasehold payments or ground rents, if any; Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the date directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payment.

3. Application of law: unless otherwise law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; last, to any late charges due under the Note.

This Security Instrument is recorded in the office of the County Clerk, in the County of San Joaquin, California.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under paragraph 21, Lender shall require or will the Property, Lender, prior to the liquidation of sale of the property, shall apply any funds held by Lender in the time of acquisition of title as a credit against the sum secured by

If the Funds held by Landor exceed the amount permitted to be held by any particular law, Landor shall negotiate to transfer

Paradoxically, this approach did not result in greater efficiency and reduced expenditure of resources.

Under the provisions of the Federal Trade Commission Act of 1914, as amended, there may be levied a fine of \$10,000 for each day, or any part thereof, collected and held funds in an amount not to exceed the lesser amount of \$10,000, in any case, in which it is shown that such funds were collected and held in violation of the Federal Trade Commission Act.

to good will basis on the property, it may; (c) generally based on property insurance premiums; (d) generally based on insurance premiums;

2. Funds for taxes and insurance. Subject to applicable law or to a written waiver by Lender, the Borrower shall pay to

1. **Agreement of Predecessor and Successor:** Preparament and Little Children, however shall promptly pay upon due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

OUTCOMES OF VARIOUS HEDGING AND LEVYDER GOVERNMENT AND PRIVATE SECTOR AS FOLLOWS:

THIS SECRET INVESTIGATION consists of a series of questions and observations for the purpose of ascertaining the true and non-English origin of the Indians.

HOKROWIR COVENANTS shall however in lawfully record of the estate hereby conveyed and have the right to negotiate, insist upon, and to see to the carrying out in all respects the requirements of the **Proprietary**.

Landlords may not require tenants to give up their right to sue for damages if the landlord fails to repair property. All responsibilities and remedies shall still apply to damage by the landlord.

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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 required 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

DPB 1001

Form 3014 DPO

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4 100 1109
0018 880

910-1000

טומאס (תומאש) קאנט

12. Software's Copy, Recoverer shall be given one controlled copy of the Note and of this Security instrument.

• 11 •

15. **Confidentiality**. This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision of this Security Instrument is in conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflict.

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in one of the following ways:

(3). Loan Charges. If the loan secured by this Security Instrument is satisfied or paid in full without sets taxiumin loan charges, 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 charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limit may choose to make this refund by reducing the principal owed under this Note or by mailing a direct payment to Borrower. Under my choice to make this refund by reducing the principal owed under this Note or by mailing a direct payment to Borrower, the reduction of principal will be treated as a partial repayment without any further power.

Securitity Instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Note and any assignments and transfers of this Note without the Borrower's consent.

11. Borrower Not Responsible For Payment Under Note If Lender Not A Waverer. Extension of the time for payment of amortization of the sum received by Lender shall not be a waiver of modifiability of amortization of the sum received by Lender if Lender is a beneficiary instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successors in interest, Lender shall not be required to make any demand or payment to Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right of remedy.

Secured by this security instrument etc., whenever or not when due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the sum received by this Section, whichever of the two is greater.

The application to the same is secured by this Security Instrument which is to be drawn into the usual form.

unless the lessor or lessee is given notice in writing or unless applicable law otherwise provides, the proceeds shall

before the taking, any damage shall be paid to the owner, in the event of a partial taking of the property in which the first

¹⁰ In addition to the signs we could immediately before the striking, divided by (b) the first market value of the property immediately

This document illustrates how to proceed with the following steps to set up a new environment:

market value of the Property immediately before the letting is equal to or greater than the amount of the sum secured by this security or the sum due, with any interest paid to the lessor in accordance with the terms of the leasehold interest in the property.

In the event of a total taking of the Property, the proceeds shall be applied to the extent necessary to the extent of a partial taking or of the value of the fixtures in which the lessee

condemnation of other works of art or any part of the property, or for conveyance in lieu of condemnation, are hereby assented and shall be paid to Landor.

10. **Complaints:** The proceeds of any award or claim for damages, direct or consequential, in connection with any

9. Inspection: Leader or his agent may make reasonable entries upon and inspections of the property. Leader shall give

the Lender (each a "Guarantor"), in its opinion of Counsel, it is reasonable under applicable law to require that the Lender and the Borrower shall be jointly and severally liable to the Bank for the payment of the principal amount of the Note, interest thereon, and all other amounts due under the Note.

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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 those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 3 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 hen 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.

DPS 1083
Form 3014 9/90

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DPS 1084

Page 6 of 6

My Committation Exculpa

Given under my hand and attiged seal, this 23rd day of
June and voluntary att, for the uses and purposes therein set forth.
In this day to person, and acknowledged that HE/SHE signed and delivered the instrument at HIS/HER
personally known to me to be (the name person) whose name(s) subscriberd to the foregoing instrument, appears before

JEFFERY A. SHARP, A BACHELOR, NEVER BEEN MARRIED
County and State do hereby certify that

I, Notary Public in and for all

STATE OF ILLINOIS, COOK

County ss.

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

WITNESS

WITNESS

BORROWER

(Signature)

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

- Check applicable box(es))
- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Extended Term Devolopment Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Fixed Term Rider | <input type="checkbox"/> Other(s) (specify) | |
| <input type="checkbox"/> 1-A Family Rider | | | |

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together
with this Security Instrument, the warranties and agreements of this Security Instrument as if the rider(s) were a part of this Agreement
and supplemental to the warranties and agreements of each such rider shall be incorporated into and shall amend
this instrument.

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UNIT A-2 IN THE TIERRA GRANDE CONDOMINIUM AS DELINEATED ON A SURVEY
OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOT 42 LYING
NORTHWESTERLY OF A LINE DRAWN FROM A POINT IN THE SOUTHWESTERLY
LINE OF SAID LOT, 135 FEET NORTHWESTERLY OF THE SOUTHERLY
CORNER THEREOF TO A POINT IN THE EAST LINE OF SAID LOT, 135
FEET NORTH OF THE SOUTHERLY CORNER THEREOF, IN AXTELL'S ADDITION
TO LANSING IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;
WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' ATTACHED TO DECLARATION
OF CONDOMINIUM RECORDED AS DOCUMENT LR2710584, TOGETHER WITH ITS
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK
COUNTY, ILLINOIS.

30-32-308-028-1005

93076567

DPS 049

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339318-6

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 28TH day of JANUARY 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to STEEL CITY NATIONAL BANK

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

18332 WENTWORTH AVENUE-UNIT 2A, LANSING, ILLINOIS 60439

(Property Address)

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

TIERRE GRANDE CONDOMINIUM ASSOCIATION

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to 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 OBLIGATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. CONDOMINIUM OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

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

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.

(Signature)
Borrower

Jeffrey A. Sharp
JEFFREY A. SHARP

(Signature)
Borrower

(Signature)
Borrower

(Signature)
Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office