DIRECTORS MORTGAGE LOAN CORPORATION P.Q. BOX 12012 RIVERSIDE, CA 92502-22

LOAN NO.: 05446513 GEL

MORTGAGE

PHA Case No. 131:7052345-703 203B

State of Illinois

THIS MORTGAGE ("Security Instrument") is made on

MARCH

. 1993 25771

The Mortgagor is

LINDA C. SCRUGGS, DIVORCED NOT SINCE REMARRIED

. ("Borrower").

This Security Instrument is given to

DIFFUTORS MORTGAGE LOAN CORPORATION A CALIFORNIA CORPORATION

93231630

which is organized and cristing under the laws of

CALIFORNIA

, and whose address is

1595 SPRUCE STREET RIVERSIDE, Cr. 92507

Borrower owes Lender the principal sum of

("Lender").

EIGHTY-SIX THOUSAND EIGHT MUNURED TWENTY-NINE AND NOITOO

This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ which provides for moning payments, with the full debt, if not paid earlier, due and payable on Instrument ("Note"), . This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the 01. 20 23 Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; a d (:) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Bon over does hereby mortgage, grant and convey to Lender the following described Property located in

COOK

County, Illinois:

LOT 4 OF AUGUST WEIDLING'S SUBDIVISION OF LOT 29, IN E.A. CUMMINGS AND COMPANY'S GARDEN HOME ADDITION, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL 1/4, SOUTH OF INDIAN BOUNDARY LINE OF SECTION 8, AND THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, AFTRESAID, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF BUTTERFIELD ROAD, IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE RIGHT OF WAY OF THE CHICAGO BREAT WESTERN RAILWAY, (M. AND N.W.R.R.) AND THE EHCIAGO AURORA AND ELGIN RAILROAD, (A.E.W. AND C. RY), IN COOK COUNTY, ILLINOIS.

PIN# 15-08-305-009

93231630

which has the address of 407 52ND AVENUE. BELLWOOD)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurienances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seised 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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (v) premiums for insurance required by Paragraph 4.

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Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower, If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either:

(i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items, (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining [c, all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage in terance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage in surance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums,

as required;
Third, to interest due under the No's;
Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Nore.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently creeted, against any hazards, colludies, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in the macceptable to, Lender.

In the event of loss, Borrower shall give Lender ir im die indice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby suphorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Noie and this Secu ity Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (1) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the que date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity Legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force "in", pass to the purchaser.

- 5. 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 the Secretary determines this requirement will cause undue bardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lende's of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or, the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall so be in default in default and the loan are property in the property or extension or estatements to Lender, in failed to provide Lender with any 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 in representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a least old, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the least-hold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Charges to increwer and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on ime directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly turnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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 bankruptey, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2,

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal,

Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

\$. Fees. Lender may collect fees and charges authorized by the Secretary.

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- 9. Grounds for Accelerator of Deby FFICIAL COPY
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
 - (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments. Lender does not waive its rights with respect to subsequent events.
 - (d) Regulations of HUD Secretary. In many circumstances, regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not award rize acceleration or foreclosure if not permitted by regulations of the Secretary.
 - (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurence under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the longoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit apprigage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the atent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and appraises properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the colligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forhearance By Lender Not a Waiver. Extension of the time of payment or 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 release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a vailer of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9. b. Borrower's covenants and agreements shall be joint and several. Any Borrower v no co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grart and convey that Borrower's interest in the Property agrees that Lender and any other Borrower may agree to extend, modify, forbear or in the any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by federal law and do law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect vithout the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Londer shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

- 17. Pereclosure Procedure. If Lender requires immediate payment in full under paragraph 9. Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. 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.
 - 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

| | I. I. Adinarakia Data Didan | [] Growing Equity Rider |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------|
| [] Condominium Rider [] Planned Unit Development Rider | [] Adjustable Rate Rider [] Graduated Payment Rider | [] Other [Specify] |
| BY SIGNING BEI V. Borrower accepts a executed by Borrower and recorded with it. | and agrees to the terms contained in this Secu | rity Instrument and in any rider(s) |
| Witnesses: | TWDVC SCRUCKS | (Seal Bernower |
| | - LINDA C. SCRUGOS | O |
| | | (Seal |
| | (Scal) | (Seal |
| | -Borrower | -Borrower |
| | 004 | |
| STATE OF ILLINOIS | County ss: | |
| STATE OF ILLINOIS COOK INTHE OWNERS TO BE THAT UNDAC. SCRUGGS, DINORCE | O AUS DET SIXE, LET | for said county and state do hereby certify HALILICO |
| | | to be the same person(s) whose name(s) |
| subscribed to the foregoing instrument, appeared signed and delivered the said instrument as \rightarrow Given under my hand and official seal, this | free and voluntary act, the the use | iged that She sand purposes therein set forth. |
| My Commission Expires: | | |

My Commission

This histrument was prepared by:

93231630

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To the extent permitted by applicating the Dendermay charge a reasonable feets on litter to Lender's consent to the loan assumption. Lender may use require the transference of fight assumption agreement that is acceptable to Lender and that obligates the transference to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lander exercises the option to require immediate payment in full, 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 of demand on Borrowers.

BY SECURING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Sporge (GEORGE ERIC BELZER Topological Colling Clark's Office

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25TH day of MARCH, 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 (the "Lender") FIRSTAR HOME MORTGAGE CORPORATION of the same date and covering the Froperty described in the Security Instrument and located at: 2239 NORTH MAGNOLIA, #3, CHICAGO, ILLINOIS 60614 [Property Address] The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: MAGNOLIA STREET CONDOMINIUM [Name of Condominium Project] (the "Condominium Project") If the owners association or other entity which acts for the Condominium Project (the Owners Association") holds the 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: 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 itssessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owner 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 jazards 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 insurance coverage.

In the event of a distribution of hazard insurance proceeds in few 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, amour, 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 licu of condemnation, are hereby assigned and shall be oaid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Unit or 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 fermination of the Condominium Project, except for abandonment or termination installments for hazard insurance on the Property; and (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 appress 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 of Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of the security disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

(Seal)

Borrower

(Seal)

(Seal)

(Seal)

Borrower

(Seal)

Borrower

MULTISTATE CONDOMINIUM RIDER -- Single Family -- Famile Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3140 9/90

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