93 APR 14 PM 12: 41

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10305

[Space Above This Line For Recording Date]

C. KOZELL

MORTGAGE

APRIL 7 TRIS HORN ACT ("Security Instrument") is given on 19 93 The mor gagor is ERNEST MILLER AND LOUISE LOVE, HIS WIFE

("Borrower"). This Security Instrument is given to , which is organized and existing al scorbbs sacdw bns.

EVANSTON LINK under the leve of IALLINOIS

603 MAIN STIELT, EVANSTON, ILLINOIS 60202

Borrower owes Lender the prancipal sum of EIGHTY-EIGHT THOUSAND AND 00/100 politer (U.S. \$ ****88,000.00). This debt is st

). 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 , 2008 Thio Security Instrument

paid earlier, due and payable on 187 1 secures to Lender: (a) the repayment of the debt evidenced by the Hote, with interest, and all renewals, extensions and modifications; (b) the payment of all other aims, with discrest, advanced under paragraph 7 to protect the ascurity of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Mate. For this purpose, Borrower does hare'y mortgage, grant and convey to Lender the following described property COOK

UNIT 4-E AS DELINEATED ON PLAT OF STRVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRE!) TO AS "PARCEL"); LOT "A" OF THE PLAT OF CONSOLIDATION OF THE NORTH 100 FEET (EXCEPT THE EAST 8 FEET TAKEN FOR ALLEY) OF THE WEST 1/2 OF BLOCK 41 IN EVANSTOR, AND THE SOUTH 57 FEET OF THE NORTH 157 FEET (EXCEPT THE EAST 8 FEET TAKEN FOR ALLE") OF THE WEST 1/2 OF BLOCK 41 IN EVANSTON. ALL IN SECTION 18, TOWNSHIP 41 NORTH, RAPGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXH BIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY MARQUETTE NATIONAL BANK., A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 31, 1967 AND KNOWN AS TRUST NO. 3998, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23413165; TOGETHER WITH AN UNDIVIDED PER LYTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS

PERMANENT TAX ID. 11-18-328-017-1022

1333 MAPLE AVENUE, UNIT 4E (Strapt

EVANSTON

60201

("Property Address");

(Zip Code)

TOORTHER WITH all the improvements now or hereafter eracted on the property, and all essements, appurtenances, and distance now or hereafter a part of the property. All replacements and additions shall also be govered by this Sucurity Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

SURROWER COVERANTS that Borrower is lawfully select of the entate hereby convoyed and has the right to mortgage, grant and convey the Property and that the Property is unencombered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS -- Single Family--

Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Page 1 of B

Form 3014

6/90

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UNITORN COVERANTS. Borrower and Lender covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST: PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Hote and any grapayment and late charges due under the Note.
- 2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funder") for: (a) yearly taxes and assessments which may attain priority over this Sacurity Instrument as a lien on the Property; (b) yearly lessehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiume, if any; (*) yearly mortgage insurance premiuma, if any; and (3) any sums payable by Bornower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance promiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as mended from time to time, 12 U.S.C., 2601 et seq. ("RESPA"), unless another law that applies to the Funda sets a lesser amount. If so, lander may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current dats and responsible entimates of expenditures of future Racrow Items or otherwise in accordance with applicable law.

The Funds whill be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lerier is such an institution), or in any Fuderal Home Loan Bank. Lender shall apply the Funds to pay the Kacrow Liems. Land of may not charge Borzower for holding and applying the Funds, annually analyzing the secrow account, or verifying the Macro- Items, unless Lender pays Borrower interest on the Funds and applicable law parmits Lander to make such a Charga. However, Lendur as require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connectic, with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be yild Lunder shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lander may agree in writing, low wer, that interest shall be paid on the Funde. Lender shall give to Borrower, without charge, an annual accounting of the Finds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender except the amountu permitted to be held by applicable law, Lender shall account to Borrower for the excess. Finds in accordance with the requirements of applicable law. If the amount of the Funds held by Londer at any time is not sufficient to pay the Escrow I em when due, Lender may so notify Boxrower in writing, and, in such case Borrower shall pay to Lander the amount accessary to make up the deficiency. Porrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discreti A.

Upon regulat in full of all suns secured ly this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shart acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender a tractime of acquisition or cale as a credit against the sums accured by this Security Instrument.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under peragraphs : and 2 shall be applied; first, to any prepayment tharges due under the Note; second, to amounts psymble under peragraph ?: third, to interest due; tourth, to principal due; and last, to any late charges due under the Note.
- 4. CHARGES; LIENS. Borrower shall pay all taxes, appearants, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, Ind leasehold payments or ground rents, if any. Sorrower shall pay these obligations in the manner provided in paragraph 2, or if no paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly formin' to Londer all notices of smounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall pro ply formish to Lender receipts evidencing the paymante.

Borrower shall promptly discharge any lien which has priority over th . Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to hender; (b) contests in good faith the limn by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Londor determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lies. Borrower shall eatiefy the lies or take one or more of the actions set forth above within 10 days of the giving of notice.

5. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or heroafter exected on the Property insured against loss by fire, hazards included within the term "extended coverage" in 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 Dorrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, which may, at Lendor's aption, obtain deverses to protect Lender's rights in the Property is accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mort age clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Letter all receipts of paid premiums and renewal notices. In the event of loss, Borrower small give prompt notice to the innivide carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Sorrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not aconomically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same 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 settla a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sume secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lunder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpose the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is anguired 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 socured by this Security Instrument ismediately prior to the acquisition.

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- 6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower's 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 unrandomably withheld, or unless extendeting diremetances exist which are beyond Burrower's control. destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall We in default if any forfaiture action or proceeding, whether civil or criminal, is bogun that in Lender's good faith judgment could result in forfaiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's accurity 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 meterially false or inacourate information or statement to Lender (or failed to provide Lender with any material information) in connection with the lake 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 ell provisions of the lease. If Eurower acquires fee title to the Property, the leasehold and the fee title shall not make unless Lander adress 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 Lander may do and pay for whatever is necessary to protect the value of the Property and Lander's rights in the Property. Lander's wellions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reconable and extenses fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender dose of these to do so.

Any amounts disbursed by lender 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 in it ad 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, not 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-twelith of the yearly mortgage insurance coverage is not available. Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and tetain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the rotion of Lender, if mortgage insurance coverage (in the amount and for the perico that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ands in accordance with all written agreement between Borrower and Lender or applicable
- 9. INSPECTION. Lender or its agent may make rensumable enture upon and inspections of the Property. Lender shall give Approver autics at the time of or prior to an inspection apportion responsible cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for demonstrate, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be a pried to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrier and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the process multiplied by the following fractions (a) the total amount of the sums secured immediately before the taking, divide by (b) 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 make applicable law otherwise provides, the proceeds shall be applied to the sums necured by this Security Instrument whether or not the sums are then

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conformor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the delect he notice is given, Lunder is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and 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 such payments.

- 11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER, Extension of the time for payment or modification of amortisation 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 nuccessors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise bedrived amortisation 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 forbestance by Lender in exercising any right or remedy shall not be a waiver of or preclude the payerise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND: JOINT AND SEVERAL LLABILITY; CO-SIGNERS. The covenants and agreements of this security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not succute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the same secured by this Security Instrument and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- 13. LOAN CHARGES If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan sweed 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 exceeded permitted limits will be retunded to Borrower. Lender may choose to make this refund by reducing the principal ewed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. NOTICES. Any notice to borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class smil unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Sorrower designates by notice to Lender. Any notice to Lender shall be given by first class smil to Lender's address attack herein or any other address Lender designates by notice to Borrower. Any notice previous for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 16. GOVERNING LAW: SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Bote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. SORROWET, S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. TRANSFER OF THE PROPERTY OR A SENEFICIAL 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 Linder'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 foderal law as of the date of his Security Instrument.

 If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period
- If Lender exercises this onlyin, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the late 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. BORFOWER'S RIGHT TO REINST/IE

 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 lie may apecify for reinstrement 'ne fore sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enlocking this Security Instrument. Those conditions are that horrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curses any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atto me'r's fems; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, her this rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument and 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 reinstates shall not apply in the case of acceleration under paragraph 17.
- 19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Ferrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due use the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of 'm Note. If there is a change of the Loan Servicer, sorrower will be given written notice of the change in accordance with prograph 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. NAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Fazardous Substances on or in the Property. Borrower shall not do, nor allow invone 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 stolage 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.

Lorrower 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 Hadardous substance or Environmental Low 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, Porrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 29, "Resardous Substances" are thoso substances defined as toxic or far rious substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleus products, toxic petroleus products, toxic petroleus and harbicides, volatile solvents, materials containing asbestos or formaldehyds, and radicactive mutrials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that sweats to health, safety or environmental protection.

MON-UNIFORM COVERANTS. Borrower and Lender further devenant 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 momentatures 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 accured by this Security Instrument without further demand and may foruclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this peragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Property of Cook County Clerk's Office

23. WAIVER OF HOMEGTEAD. Borrower		an Dunnautu
24. RIDERS TO THIS SECURITY INSTRUMEN	waives all right of homestead exemption in the T. If one or more riders are executed by E.	
this Security Instrument, the covenants and agreement the covenants and agreements of this	reements of each such rider shall be incorpo	
(Check applicable box(es)).		•
[] Adjustable Rate Rider	() Condominium Rider	() 1 - 4 Family Ridor
[] Graduated Payment Rider	() Planned Unit Development Rider	() Biweekly Payment Rider
[] Balloon Sider	() Rate Improvement Rider] Second Home Rider
	() were improvement under	() SHEDILO HEMO MILLON
{ } Other(s) {specify}		
	grees to the terms and coverants contained in	n this Security Instrument and in
any rider(s) executed by Perrower and recorded	with it.	, A
Ritmeases	Zant VIII	/,
	ENUS/ / Mee	(Sual)Borrower
<i>y</i>	ERNEST MILLER Number 3	24-44-7764
O _K	NOW 20 Anse	(Seal)
	LOUISE LOVE Social Security Number 1	.56-34-9832
	0/	(Seal) Borrower
		(500)
		Borrower
(6	pace Below This Line for Acknowledgment}	
	MAIL TO:	
APX MORTGAGE SERVICES	s, INC.	5
415 CREEKSIDE DRIVE PALATINE, ILLINOIS 60067		· ·
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The foregoing instrument was acknowledged before	A = 1 19°	73
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SENEST MILLER AND LOUISE	(person(s) acknowledging)	
	ma Il 10)
Y COMMISSION EXPIRES:	Notary Pu	iblic (SEAL)
	,	
IS INSTRUMENT WAS PREPARED BY: C.	KOZELL	
had to Evanston Bank	OFFICED .	L
to man sw	My Commission Expires Oct. 21	-my
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	Mae/Freddie Mae UNIFORM INSTRUMENT	Form 3014 9/90
	Page 5 OF 5	g on the first of the second
ATTN'. Kevin A	nurphy	· · · · · · · · · · · · · · · · · · ·
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Property of Coot County Clert's Office

UN@NTD FAIGHT MEDEROPY

LOAN NO. 10305

THIS CONDOMINIUM RIDER is made this 72H

day of APRII

19 93

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 EVANSTON BANK.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1333 MAPLE AVENUE, UNIT 4E, EVANSTON, IL 60201

[Property Address]

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

1313 MAPLE AVENUE CONDOMINIUMS

(Name of Condonvinium 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 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 Conters 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; 2.3
- (ii) Remover'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 lazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restantion 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 reason ble 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 prio 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 Decuments 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. Bortower accorpts and agrees to the terms and provisions contained in this Condominium Rider.

TWEI / WILL (Seal) ERNEST HILLER -BOHOWER	LOUISE LOVE	(Seal)
(Scal) Borrower		(Senl)

Form 3140 9/90 LIFT #3140 1/91

Property of Cook County Clark's Office