

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21ST day of OCTOBER

1992 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

CAPITOL FEDERATED, INC.

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

2935 N. SHEFFIELD AVENUE-UNIT 3S, CHICAGO, ILLINOIS 60657

(Property Address)

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

HEATHER OAKS C. A.

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

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hexards Lender requires, including file and hazards included within the term "entended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installinents 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 Leidur 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 drimages, 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 Ileu 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 Linder 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 case alty 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 RELOW. Borrower accepts and agrees to the terms and provisions contained in this

BY	SIGNING	BELOW,	Borrower	accepts	and	agrees	to	the	terms	and	provisions	contained	In	this
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(Seel) Borrower
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