

# UNOFFICIAL COPY 94462571

## SPECIAL WARRANTY DEED

This Indenture, made this 20th day of May, 1994, between 315 Fullerton Parkway Associates Limited Partnership, an Illinois limited partnership, ("Grantor"), and Loretta S. Downs, 2130 West Homer, Chicago, Illinois

\_\_\_\_\_, ("Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) and other good and valuable consideration in hand paid, by the Grantee, the receipt whereof is hereby acknowledged, by these presents does **REINISE, RELEASE, ALIEN AND CONVEY** unto the Grantee, **FOREVER**, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

Unit No. 1001, together with its undivided percentage interest in the common elements, in the 315 Fullerton Parkway Condominium as delineated and defined in the Declaration recorded January 31, 1992 as Document Number 92066230, of the following described real estate:

**PARCEL 1:**

LOTS 1, 2 AND 3 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. \$25.50

**PARCEL 2:**

THE EAST 60 FEET OF THE WEST 248 FEET OF THE NORTH 160 FEET OF LOT 3 IN ADAMS AND PORTERS SUBDIVISION OF THAT PART OF BLOCKS 2 AND 3 LYING NORTH OF THE EAST AND WEST CENTER LINE OF BLOCKS 2 AND 3 OF CANAL TRUSTEES' SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: Part of 14-33-200-001 through 005/14-33-200-016-1053  
Property Address: Unit 1001, 315 West Fullerton Parkway  
Chicago, Illinois 60614

94462571

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said real estate set forth in the Declaration, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in the Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights easements, covenants, conditions, restrictions contained in the Declaration the same as though the provisions of the Declaration were recited and stipulated at length herein.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity of, in and to the above described real estate, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said real estate as above described, with the appurtenances, unto the Grantee forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree to and with the Grantee, and its successors, that it has not done or suffered in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND the said real estate against all persons lawfully claiming, or to claim the same, by, through, or under it, subject only to:

- (1) general real estate taxes not due and payable at the time of closing;
- (2) the Condominium Property Act;
- (3) the Declaration, including all amendments and exhibits thereto;
- (4) applicable zoning and building laws and ordinances and other ordinances of record;
- (5) encroachments, if any, (including, without limitation, encroachment of the building on to the alley south of the above-described real estate);
- (6) acts done or suffered by Grantee or anyone claiming by, through, or under Grantee;
- (7) rights of the tenant under the existing lease of the Unit, if any;
- (8) utility easements, if any, whether recorded or unrecorded;
- (9) leases and licenses affecting the Common Elements;
- (10) covenants, conditions, restrictions, permits, easements and agreements of record; and
- (11) liens and other matters of

25-50  
2

EL16503/NQA1137 008 1

# UNOFFICIAL COPY

Property of Cook County Clerk

COOK COUNTY  
REAL ESTATE TRANSACTION TAX  
91.63

REVENUE  
STAMP MAY 1954  
PA. 11425

042372  
0811262  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT OF REVENUE  
183.60

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
686.25

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
686.25

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
686.25

# UNOFFICIAL COPY

The tenant, if any, of the Unit either waived or failed to execute the tenant's right of first refusal or option to purchase the Unit or had no right of first refusal or option to purchase the Unit.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and delivered by its general partner, being authorized to do so, as the act and deed of the partnership, the day and year first above written.

TR FULLERTON CORPORATION  
an Illinois Corporation

By:

*Scott Kupfer*  
Scott Kupfer  
TRUSTEE

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I, KENT NOVIT, a Notary Public in and for the County and State aforesaid, do hereby certify that SCOTT KUPFER as TRUSTEE of TR FULLERTON CORPORATION, an Illinois Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SCOTT KUPFER appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that he, as custodian of the corporate seal of said corporation, affixed the same to the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 17th day of April, 1994.

NOTARY PUBLIC  
KENT NOVIT  
100 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60602

*Kent Novit*

My commission expires:  
1/20/94

94402572

THIS INSTRUMENT PREPARED BY:  
KENT NOVIT, ESQ.  
100 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60602

SEND SUBSEQUENT TAX BILLS TO:  
Lorella Downs  
345 W. Fullerton St. #1001  
Chicago Illinois 60601

AFTER RECORDING, RETURN TO:  
Alvin Orlovsky  
630 Dundee Road #125  
Northbrook, Ill. 60062



# UNOFFICIAL COPY

NOT A FORMAL COPY OF THE ORIGINAL DOCUMENT. THIS IS A COPY OF THE ORIGINAL DOCUMENT AS IT APPEARS IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.

THIS DOCUMENT IS THE PROPERTY OF COOK COUNTY CLERK'S OFFICE. IT IS LOANED TO YOU FOR YOUR INFORMATION AND USE ONLY. IT IS NOT TO BE REPRODUCED OR DISTRIBUTED WITHOUT THE WRITTEN PERMISSION OF COOK COUNTY CLERK'S OFFICE.

*[Illegible signature or stamp]*

Property of Cook County Clerk's Office

95953584

9440225

**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 coverage, or to the cost of 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods 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 ends in accordance with any written agreement between Borrower and Lender or applicable law.

Borrower requesting payment. Interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Although Lender may take action under this paragraph 7, Lender does not have to do so. Repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's regulations), in bankruptcy, probate, or condemnation or forfeiture or to enforce laws or Property (such as a proceeding in bankruptcy, probate, or condemnation or forfeiture or to enforce laws or contained in this Security Instrument, or there is a legal proceeding that may significantly affect 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, Lender may take action under this paragraph 7, Lender does not have to do so.

**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, Lender may take action under this paragraph 7, Lender does not have to do so. Repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's regulations), in bankruptcy, probate, or condemnation or forfeiture or to enforce laws or Property (such as a proceeding in bankruptcy, probate, or condemnation or forfeiture or to enforce laws or contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, Lender may take action under this paragraph 7, Lender does not have to do so.

**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, or 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.

**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 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, or 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 repair is economically feasible and Lender's security is not lessened, Lender 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.

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.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied 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 Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, 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 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 successors 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 waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns; 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute 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 sums secured by this Security instrument; and (c) agrees that Lender 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.

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 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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed 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 credit 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 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 other 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.

15. **Governing Law; Severability.** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the 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. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security instrument. 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

93953556

93953556

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default or any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory 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:

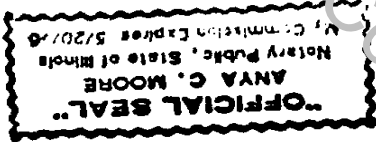
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date a 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 the 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 this 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.

9393556

9449326



This instrument was prepared by: Stephanie Shellstrom

My Commission expires:

Notary Public

STATE OF ILLINOIS, COOK County, Illinois  
I, the undersigned, ELVA B. RUHE, Notary Public in and for said county and state do hereby certify  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument, appeared free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this 15th day of November, 1993  
Anya C. Moore

[Space Below This Line For Acknowledgment]

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower  
Elva B. Ruhe

Witnesses:

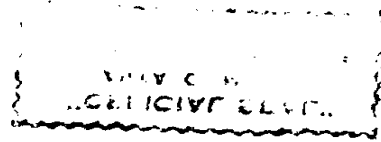
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
  - Graduated Payment Rider
  - Balloon Rider
  - Other(s) [specify]
  - Condominium Rider
  - Planned Unit Development Rider
  - Rate Improvement Rider
  - 1-4 Family Rider
  - Biweekly Payment Rider
  - Second Home Rider
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]



UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

9 1 1 3

95953550

94900000

Property

UNIT NUMBER 1-10-B1-P IN ROB ROY COUNTRY CLUB VILLAGE CONDOMINIUM,  
 AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND IN SECTION 26,  
 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
 COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED TO THE DECLARATION OF  
 CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER  
 TRUST NUMBER 24978, RECORDED NOVEMBER 12, 1982 AS DOCUMENT NUMBER  
 26 410 009 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT  
 TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF  
 CONDOMINIUM, AS AMENDED FROM TIME TO TIME, (EXCEPTING THE UNITS AS  
 DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY, AS AMENDED FROM  
 TIME TO TIME TO WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN  
 ACCORDANCE WITH AMENDED DECLARATION AS SAME ARE FILED OF RECORD  
 PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON  
 ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE  
 PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS.

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

9 1 1 3

(Seal) Borrower ELVA B. RUHE (Seal) Borrower

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

Borrower requesting payment. Borrower from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to 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 F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay the Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender. (iii) termination of professional management and assumption of self-management of the Owners Association; or (ii) any amendment to any provision of the Condominium Project, except for abandonment or termination or eminent domain;

required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation (i) the abandonment or termination of the Condominium Project, except for abandonment or termination consent, either partition or subdivision of the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written Uniform Covenant 10.

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 Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in

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 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.

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, the extent that the required coverage is provided by the Owners Association policy.

(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.

(i) Lender reserves the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium insurance for hazard insurance on the Property; and

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents. Borrower creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium

Borrower and Lender further covenant and agree as follows: CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

(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.

[Name of Condominium Project]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: ROB ROY COUNTRY CLUB VILLAGE CONDOMINIUM

[Property Address]

258 COUNTRY CLUB DRIVE, PROSPECT HEIGHTS, IL 60070

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

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 Helmer Financial, Inc.

05700046

PROTECTED COPY

09993046