# UNIONE POPY 624462

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#### FIRST MORTGAGE

THIS INDENTURE, made July 2, 1994, between JULIE G. WILLIAMSON, married to Lyle R. Williamson ("Mortgagor"), and FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, an Illinois banking corporation (herein referred to as "Mortgagee") witnesseth:

THAT WHEREAS Mortgagor has concurrently herewith executed a First Mortgage Note (herein referred to as the "Note") bearing even date herewith in the principal sum of EIGHT HUNDRED NINETY TWO THOUSAND AND NO/100 DOLLARS (\$892,000.00) made payable to Mortgages and delivered, in and by which Note Mortgagor promises to pay on or before AUGUST 1, 1999 the said principal sum with interest as set forth in the Note.

All such payments on account of the indebtedness evidenced by said Note are to be first riplied to interest on the unpaid principal balance and the remainder to principal; all of said principal and interest being made payable at the principal office of the Mortgagee in Park Ridge, Illinois.

NOW THEREFORE, the Mortgagor to secure the payment of said Note in accordance with its terms and the terms provisions and limitations of this Mortgage and all extensions, modifications, and renewals thereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgages, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wice

LEGAL DESCRIPTION RIDER ATTACHED "RUHIFIT A"

PERMANENT INDEX NUMBER: 17-04-218-027 and 17-04-218-042

COMMON ADDRESS: 1340 N. State Parkway, Unit 35 Parking Spaces 4 and 8, Chicago, Illinois

Mortgagor also hereby grants to the Mortgagee its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage is subject to all rights, easements, covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length here.n.

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, thereon situate and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded

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4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and situate other risks and hazards that are insurable under the present and future

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3. Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the premises, and to furnish to Mortgages duplicate receipts thereof within thirty (30) days after payment.

A. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises 'nich may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly said free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtodness which may be secured by a lien or charge on the premises superior to the insulation and upon secured by a lien or charge on the premises superior to the insulating or building or building or building or building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in the premises except a required by law or municipal ordinance.

1. Mortgagor shall promptly pay when due without set-off, recoupment, or deduction, the principal and interest on the indebtedness evidenced by the Mote and late charges as provided in the Mote

In addition, the Mortgagor corerants with the Mortgagee as follows:

TO HAVE AND TO LOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, for the purposes herein set forth, and for the security of the said obligations hereinhalore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

as fixtures, and specifically but not by way of limitation all shades and amings, screens and carpets, shrubbery, gas and electric fixtures, radiators, radiators, peaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closects, bashne, pipes, faucets and other plumbing and heating fixtures, mirrors, mantelm, refrigerating pparatus and appurtenances, refrigerators, air conditioning epparatus, cooking apparatus and appurtenances, and auth other goods and chattels as may ever be furnished by a landlord in letting and operating an chattels as may ever be furnished by a landlord in letting and operating an chattels as may ever be furnished by a landlord in actabler goods and chattels as may letter or not the same are or shall be actioned by a landlord in any other manner whatsoever, which are now or hereafter to any building by nails, screws, bolts, pipe connections, masonry, or desarined premises shall be conclusively deemed to be "fixtures" and an accession and eactibed premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, improvements, furniture, and partel, furnishings and fixtures, are hereby expressly conveyed, assigned and asid premises, are hereby expressly conveyed, assigned and each of the property aforements, furniture, and as to any of the property aforements, furniture, and as to any of the property aforements, furniture, and as to any of the property aforements of the purpose of defined in the uniform Commercial Code. This Mortgage of or maker by a security interest in such perpayed by themed to be as detail between the more accessed to the bustoments. On the purpose of the more accessed to the more accessed to the bustoments of the purpose of grants of commercial Code. This Mortgages of grants by a security interest in such permises of the more accessed to the

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forms of all-risk insurance policies providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgages, under insurance policies payable, in case of loss or damage, to Mortgages, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgages, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgages. If the insurance policies referenced herein contain a co-insurance clause or provision, Mortgagor agrees to maintain insurance coverage which is at all times in compliance with said clause or provision.

Mortgager shall furnish Mortgagee with evidence satisfactory to Mortgagee that flood indurance is in effect if Mortgager has failed to demonstrate to Mortgagee that the premises are not located in an area designated by the Secretary of Howing and Urban Development as having special flood hazards.

5. In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of freeclosure, purchaser at the sale, or the decree creditor, as the case may be) is nereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. In the event Mortgagee elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection small first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, Mortgagee may, at its sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

In the event Mortgagee elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the premises, such funds will be made revilable for disbursement by Mortgagee.

In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the escimated cost of completion thereof and with such architect's certificates, waivers of lien, contractor's sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. At all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

6. In addition to the monthly payments required under the Note, when requested by Mortgagee, Mortgagor shall pay to the Mortgagee monthly at the time

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unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Mortgagoe, and without notice to Mortgagoe, and unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Mortgage to the contrary, become due and payable (a) immediately in the case of default under the terms of the Mortgagee, sell, in the event Mortgagor shall, without the prior consent of Nortgagee, sell, premises, or the rents, issues, or profite therefrom, whether by operation of the premises, or the rents, issues, or profite than one, any of the coagoing, in the event the owner, or if there be more than one, any of the owners of any beneficial interest in any trust of which Mortgagor is title holder (any such peneficial interest in any trust of which Mortgagor is title holder the premises owner being herein referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such written rensent of Mortgagee, transfer is assignable, without the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing; (c) immediately in the event Mortgagor and not dismissed within thinty (30) calendar days, under any provision of any state or federal bankruptcy or thirty, (30) calendar days, under any provision of any state or federal bankruptcy is law, in effect at the time of tiling; (d) immediately in the event Mortgagor and not dismissed within the event the event makes

8. The Mortgagee making any payment coreby authorized relating to taxes or assessments, may do so according to any hill, statement or estimate procured from the appropriate public office without injuiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof.

any act recaired hereunder, Mortgagor fails to make any payment or perform any act recaired hereunder, Mortgagoe may, but need not, make any payment or perform any act recaired hereunder, Mortgagoe in any form and manner deemed expedient, and many but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lier or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting asid premises or contest any tax or the purposes herein authorized and all assessment. All mont, a paid for any of the purposes herein authorized and all neves paid or incursed for any of the purposes herein authorized and all hereof, plus reasonable compensation to Mortgagee for each matter concerning indebtedness accursed hereby and shall become immediately due and payable without indebtedness secured hereby and shall become immediately due and payable without of interest at such rate would be contrary to applicable law, in which event such or interest at such rate would be contrary to applicable law, in which event such smounts shall bear interest at the highest rate permissible under applicable law. In an interest at the highest tate permissible under applicable law. In a contrary to it on account of any default hereunder on the part of any right accruing to it on account of any default hereunder on the part of any tight accruing to it on account of any default hereunder on the part of any right accruing

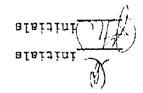
when such monthly payment is payable, an amount equal to one-twelfth (1/12) of the annual premiums for such fire and extended coverage insurance and such annual transfer taxes, water and sewer rents, special assessments, and any other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage, and on demand from time to time shall pay to the Mortgagee additional sums necessary to pay such premiums and other payments to be used in payment thereof. At security for such premiums and other payments to be used in payment thereof. At the Mortgagee's option, the Mortgagee may make such payments available to the mortgagee's option, the Mortgagee may make such payments available to the payments on the Mortgagee's belaif and other payments required under Sections 3 and 4, or may make such provisions, the Mortgage and make such payments to may make such provisions of this Mortgage, the whole amounts of said shall be deemed to be provisions of this Mortgage, the Whole amount of said principal debt remaining becomes due and payable, the Mortgagee shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby.

an assignment for the benefit of creditors, becomes insolvent or becomes unable to meet his obligations as they become due; or (e) immediately in the event of any levy or lien including, but not limited to, levies or liens arising from failure to pay any federal tax being filed against the Mortgagor or the premises; or (f) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor contained herein or in any other agreement of the Mortgagor with the Mortgagee.

- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses relating thereto which may be paid or incurred by or on behalf of Mortgagee, including but not limited to attorneys' fees, Mortgagee's fees, appraise. Tees, broker's commissions, advertising expenses, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of projuling all abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated in the Note (unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law), when paid in incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plainting, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commanced; or (c) preparations for the defense of any threatened suit or proceeding mich might affect the premises or the security hereof, whether or not actually commenced.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest, remaining uppaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.
- Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure suit and the Mortgagee may be appointed as such receiver. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.



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binding upon Mortgagor and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The use of any gender applies to all genders. If more than one party is named as Mortgagor, the obligation hereunder of each such party is joint and several. Mortgages may assign all or any portion of its rights and interests under this Mortgages may be consent of the Mortgagor.

18. Morrgagee shall release this Morrgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Morrgage has been fully paid. Morrgagor biril also pay a secured by this Morrgage has been fully paid. Morrgagor biril also pay a reasonable release deed fee prior to issuance of the release deco.

17. Mortgagee has no duty to examine the ditle, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the Mortgage or to exercise any power herein given the terms hereof, nor be liable for any acts or omissions insteunder, and it may require indemnities satisfactory to it before exercising any power herein given.

16. In case the premiser, or any part thereof, shall be taken by eminent domain or condemnation, the Mortgages is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all compensation so received shall be forthwith applied property not taken and all compensation so received shall be forthwith applied y the Mortgages as it may elect, to the inmediate reduction of the indebtedness secured hereby, or to the repair and resionation of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagors or their assignee.

and used by the Mortgagor or tental or lessing thereof or any part thereor tor these purposes use, any and all personal property contained in the premises powers confained in this raction, the Mortgagee may also take possession of, and rents and profits actually received by the Mortgagee. In exercising any of the the tenant or lease in the event the Mortgagor's title to the Premises should be acquired by the Mortgagor's title to the Premises should be acquired by the Mortgagor's title to the Premises should be acquired by the Mortgagor's title to the Premises should be acquired by the Mortgagor's title to the Premises should be acquired by the Mortgagor's title to the Premises should be acquired by the Mortgagor's title to the Mortgagor's title title title title to the Mortgagor's title Morrgagor; but such collection of rents shall not operate in any affirmance of its sole discretion determine, and to turn any balance remaining over to the the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as the Mortgages may in Premises and apply such rents, at the option of the Mortgages, to the payment of with power to take possession of, and collect all rents srising from, the to act as agent, or to appoint a third person to act as agent for the Mortgagor, Morrgagee the exclusive power, to be used or not be used in its sole discretion, occurrence of a default hereunder, or under the Note or other instrument collateral hereto, and in any such case the Mortgagor hereby confers on the in the future, together with all rents to become due and under existing or future leases. This assignment, however, shall be operative only in the event of the of the obligations, covenants, and agreements secured hereby, the Mortgagor hereby assigns to the Mortgagee all leases already in existence and to be created As further security for payment of the indebtedness and performance

14, Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

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- 20. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Bank, then and in such event Mortgagor shall pay the full amount of such taxes.
- 21. To the fullest extent permitted by law, Mortgagor shall not and will not at any time apply for or in any manner attempt to claim or avail itself of any homestead, appraisement, valuation, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the fullest extent permitted by law, Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety.
- 22. This Lortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such conflict shall not affect any other provision of the Mortgage or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.
- 23. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally reflected or on the second (2nd) day following deposit of the same in the United Sirces Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagor at the address set forth below or to the Mortgage in the Bank's main office or to such other address as either the Mortgagor or the Mortgagee notifies the other party in writing.
- 24. The rights and remedies of Mcrigagee under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Note or any other instrument constituting security for the Note, or at law or ir equity.
- 25. This Mortgage shall not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Mortgagee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is scught.
- 26. Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request to carry out the intent and purpose of this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused these present to be signed the day and year first written above.

Lyle R. Williamson is signing solely for the purpose of waiving his Homestead

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Lyl K. Williamson

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THIS INSTRUMENT PREPARED BY AND DELIVER T):
Carolyn S. Sime, Asst. Vice President
FIRST STATE BANK & TRUST COMPANY OF PARK RICER
607 W. Devon Avenue,
Park Ridge, Illinois 60068 ini Olyny Clarts

Motary Public, State of Illinois Carolyn S. Sime "OFFICIAL SEAL" ACHORONOMOR CAR

Notary Public

Given under my hand and official seal, this

set forth. instrument as their own free and voluntary act for the uses and purposes therein I, the undersigned, a Motary Public in and for me the County and State aforeasid DO HEREBY CERTIFY that Julie G. Williamson, married to Lyle R. Williamson, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said me this day in person and acknowledged that they signed and delivered the said instrument.

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STATE OF ILLINOIS)

#### LEGAL DESCRIPTION:

PARCEL A: UNIT NUMBER 3 SOUTH IN 1340 N STATE PARKWAY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

#### PARCEL 1:

SOUTH 27 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4 IN ASSESSORS DIVISION, OF LOT 8 IN BRONSON'S ADDITION TO CHICAGO: ALSO THAT PART OF THE NORTH 25 FEET OF LOT 7 IN BRONSON'S ADDITION TO CHGO LYING EAST OF THE EAST LINE OF THE SOUTHERLY EXTENSION OF LOT 5 IN ASSESSOR'S DIVISION OF LOT 8 IN BRONSON'S ADDITON AFORESAID; PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

#### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND THE RIGHT TO MAINTAIN THEREON THE EXISTING FENCE, INCLUDING GATEWAYS BORDERING THE FOLLOWING DESCRIBED LAND: THE SOUTH 23 FEET LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 5 IN ASSESSOR'S DIVISION OF LOT 8 OF BRONSON'S ADDITION TO CHICAGO EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART DEDICATED BY DOCUMENT NUMBER 132784,

AND THE NORTH 23 FEET OF THE PUBLIC ALLEY DEDICATED BY DOUCMENT 132784 (NOW VACATED) LYING NORTH OF THE SOUTH LINE OF THE NORTH 25.0 OF LOT 7

AS SET FORTH IN INSTRUMENTS RECORDED AS DOCUMENT 21266392 AND 21289644; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94552842, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. IN COOK COUNTY, ILLINOIS.

PARCEL B: THE RIGHT TO THE USE OF P-8 AND P-3, A LIMITED COMMON ELEMENT AS DELINEATED ON DR. Clarks Office THE SURVEY ATTACHED TO THE DECLARATION AFORFSAID RECORDED AS DOCUMENT 94552842.

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Property of Cook County Clerk's Office

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#### CONDOMINIUM RIDER

| COMPONITATION RIDER  |
|--|
| THIS CONDOMINIUM RIDER is made this 2nd day of July, 1994 and is incorporated into and shall be deemed to amend and supplement the Morigage. 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  |
| FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE (the "Lender")  |
| of the same date and covering the Property described in the Security Instrument and located at:  |
| 1340 N. State Parkway, Unit 38, Parking Spaces K and 8, 5, Chicago, IL 60610   |
| The Property includes a unit in together with an undivided interest in the common elements of a condominium project  |
| known as: The 1340 N. State Parkway Condominium Association  |
| (Name of Condominum Project)   |
| (the "Condominium Project") If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds out 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 Leader further covenant and agree as follows:  A. Condominium Obligations, Sorrower shall perform all or Borrower's obligations under the Condominium Projects Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Projects (ii) by-laws; (iii) core of regulations; and (iv) other equivalent documents. Borrower shall promotely pay, when due, all dues and assessments introduced pursuant to the Constituent Documents. Borrower shall promote overage in the amounts. For long as the Owner, Association maintains, with a generally accepted insurance coverage in the amounts, for the periods, and against the lazards Lender requires, including fire and hazards included within the term "extended coverage," then:  (i) Lender waves the provision in Uniform Covenant 2 for the monthly payment to Lender of one-weighth of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.  Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.  In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to dorrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with a type excess paid to Borrower.  C. Public Liability Insurance. Borrower shall take such accounts as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.  D. Condemnation. The proceeds of any award or claim for damages, direct or cons |
| (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.  E. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.   |
| BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.    Mile & Williamson   Seal)  |
| Lyle R. Williamson Borrower  |

Property of Coot County Clert's Office