

# UNOFFICIAL COPY

94824481

AFTER RECORDING MAIL TO:

GLENVIEW STATE BANK  
800 WAUKEGAN ROAD  
GLENVIEW, IL 60025

COOK COUNTY, ILLINOIS  
RECEIVED SEP 21 1994  
CLERK'S OFFICE

1994 SEP 21 AM 11:18

94824481

LOAN NO. 3023992

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 16, 1994. The mortgagor is SYLVIA CRAWFORD, A SINGLE PERSON NEVER BEEN MARRIED AND MALUWA CRAWFORD, A SINGLE PERSON NEVER BEEN MARRIED

("Borrower").

This Security Instrument is given to GLENVIEW STATE BANK,

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 800 WAUKEGAN ROAD, GLENVIEW, IL 60025 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED FORTY FOUR THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS AND NO/100 Dollars (U.S. \$ 144,875.00). 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 paid earlier, due and payable on OCTOBER 1, 1999. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

UNIT 307 IN COUNTRY HOMES OF BECK LAKE WOODS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF ILLINOIS TOLL ROAD AND PART OF LOT 1 IN LEVERENTZ SUBDIVISION LYING WEST OF THE WESTERLY LINE OF ILLINOIS TOLL ROAD,

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27402543 TOGETHER IN ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PIN #09-09-201-056-1023

which has the address of

307 COUNTRY LANE  
[Street]

DES PLAINES  
[City]

Illinois 60016  
[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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06/07/10 14:29:33

THE JOURNAL OF BUSINESS & ECONOMIC STATISTICS, 2013, VOL. 31, NO. 4, PAGES 501–515  
DOI 10.1080/07356331.2013.770600 © 2013 American Statistical Association

#### 1.00. DIFFERENTIALLY CONST

3. **Lizenz und Eigentum**: Lizenznehmer darf die Verbesserungen nur ausüben, sofern sie auf die Lizenz und Eigentum des Lizenznehmers zurückgehen. Lizenznehmer darf die Verbesserungen nicht weiterverbreiten.

Notwithstanding the fact that the Government has accepted the recommendations of the Standing Senate Committee on Fisheries and Oceans, the Minister of Fisheries and Oceans has not yet issued the regulations required to implement the recommendations of the Standing Senate Committee on Fisheries and Oceans.

4. **Charges, Liens, Borrower shall pay all taxes, assessments, charges, liens and impositions, or interruptions to the property which may attach priorly over this Security Instrument, and lesashold payments of ground rents, if any.**  
Borrower shall pay those obligations in the manner provided in paragraph 2 of the note paid in full hereon. Borrower shall pay amounts owed by the person owing payment, Borrower shall furnish to Lender all documents to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender copies of the same.

**3. Application of Part 2** means, unless otherwise set, all parts received by Sender under paragraphs 1 and 2 shall be applied. First, to any preparatory changes done under the Note, second, to any late changes done under the Note.

(upon payment in full of all sums secured by this Security Instrument, I, under seal, declare that I grant to the holder of this Security Instrument, full power to sell the property, I, under seal, prior to the adjustment funds held by Trustee, [ ] under paragraph 11, under power of sale, the property, I, under seal, prior to the adjustment funds held by Trustee, shall apply any funds held by Trustee at the time of acquisition of said as a credit against the sum secured by this Security Instrument.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender is not sufficient to pay theorrow items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount needed to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following payment of the deficiency.

The funds shall be used in an institution whose deposits are measured by a federal agency, instrumentality, or entity if funds, it funds, may not charge borrower for holding and applying the funds, annually and paying the interest on the funds and applying the funds to cover the cost of the loans, unless funds under pay a one time charge for an independent real estate tax refunding, as provided by law, under connection with this loan, unless applicable law permits funds under to make such a charge, however, funds under may require borrower to pay a one time charge for an independent real estate tax refunding, as provided by law, under connection with this loan, unless applicable law provides otherwise, unless an agreement is made of application fee, requires interest to be paid, funds shall not be required to pay borrower any interest or earnings on the funds, however, in which case the funds, show how funds shall be paid on the funds, funds under shall give to borrower, without charge, an annual accounting of the funds, show how funds shall be paid to the funds and a separate for which each debt to the funds was made, The funds are pledged as additional security for all sums created by this Security Instrument.

2. Funds for Taxes and Insurance. Subject to applicable law, or to a written waiver by Lender, Borrower shall pay yearly taxes and assessments which may then property over this Security instrument as a lien on the Property; (d) yearly leasehold payments of ground rents on the Property, if any; (e) yearly mortality insurance premiums; (f) any sums payable by early death insurance premiums; (j) any; (e) yearly mortgage insurance premiums, if any; and (l) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payable insurance premiums. 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 account under the maximum Settlement Procedures Act of 1974 as amended from time to time. 12 U.S.C. 2601 et seq. ("RESPA"). unless another law applies to the funds sets a lesser amount, if so, Lender 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 data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

**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 Note and any prepayments and late charges due under the Note.

**THIS SILENT PARTNERSHIP AGREEMENT** is made and entered into by and between the undersigned individuals, herein referred to as "Parties", on the date indicated below:

**UNIFORM GOVERNANTS**, Borrower and Lender government and agree as follows:

Unindicated variations by Lendership to constitute a uniform security instrument concerning certain real property.

# UNOFFICIAL COPY

FORM NO. 3014 9/90

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.

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 Lender's security would be lessened, the insurance proceeds 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.

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.

**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, 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.

**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 Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under 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 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 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-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.

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**13. *Scope and application of the Security Instrument*.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Security Instrument is created, unless otherwise provided in the Security Instrument.

11. Notices. Any notice to be given or delivered to the other party under this Agreement shall be given by delivery in writing and shall be deemed to have been given if delivered personally to the other party at his address stated below or to his address as last known to the sender or to his address as last known to the sender if the other party has given to the sender his address in writing.

13. **Local Currencies.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law permits, it will be interpreted so that the interest or other form charges referred to in the contract will be limited to the amount which the borrower needs to reduce the amount advanced with the loan except the permitted limit, that is, any such loan charges shall be reduced by the amount necessary to reduce the loan except the permitted limit, and that any such loan charges will be offered from time to time under the same terms and conditions as the original loan.

11. Borrower Not Responsible: For purposes of this Agreement, "Borrower" shall mean the person or persons named in the application for credit, and "Borrower's Spouse" shall mean the spouse of the Borrower, if any, and "Borrower's Next of Kin" shall mean the Borrower's parents, children, brothers, sisters, grandparents, aunts, uncles, nieces, nephews, and other blood relatives within the third degree of consanguinity, and "Borrower's Household" shall mean the Borrower and his/her dependents, including his/her spouse and children, who are dependent upon the Borrower for support, and "Borrower's Household Income" shall mean the total monthly income of all members of the Borrower's Household, and "Borrower's Household Expenses" shall mean the total monthly expenses of all members of the Borrower's Household, and "Borrower's Household Assets" shall mean the total assets of all members of the Borrower's Household.

(c) unless 1 notice and 1 record of otherwise agree in writing, any application of proceeds to preference shall be valid or  
 (d) shopnotes the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such  
 payments.

If the Property is abandoned by the Tenant or if the Tenant fails to pay Rent within 30 days after the date the make an award of costs, damages, attorney fees to the Landlord by Landlord to recover the amount of the expenses incurred by the Landlord in recovering the Property.

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 full or in part, 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 Property taken.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give Borrower notice in the time of or prior to an inspection specifying reasonable cause for the inspection.

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LOAN NO. 3023992

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 of 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 agency 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 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 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 title 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.

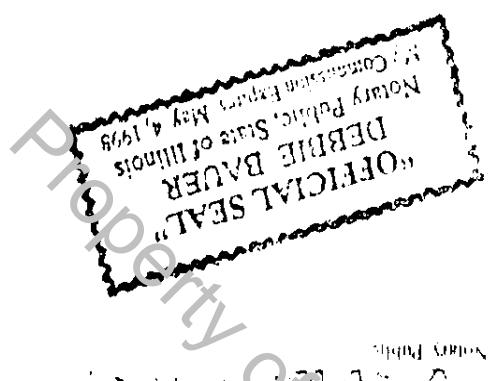
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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FORM 1014-9/98

STATE OF ILLINOIS - MARSHALL COUNTY CLERK'S OFFICE  
INVESTIGATOR'S REPORT - UNOFFICIAL COPY



This instrument was prepared by [Signature] - 5/6/98 - M-1998

At [Signature] address

Given under my hand and affixed seal, this 11 day of May, 1998,  
to be for the use and voluntary act, for the uses and purposes herein set forth  
before me this day in person, and whom I do before sign, seal and deliver the said instrument,  
personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared

Sylvia Crawford, a single person never married and Marcella Crawford, a single person never married  
I, the undersigned, a Notary Public in and for said county and state do hereby certify that

FC/1 (County ss)

STATE OF ILLINOIS,

Second Security Number

Second Security Number

Address

Second Security Number 595-02-3992

Second Security Number 595-02-3992

Address

Sylvia Crawford

Witnesses:

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

[ ] Other(s) [Specify]

- Adjustable Payment Rider       Condormium Rider       Family Rider  
 Grandparent Rider       Planned Unit Development Rider       Second Home Rider  
 balloon Rider       Biweekly Payment Rider       Rate Improvement Rider

Security Instrument. [Check applicable boxes]

with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall  
bind and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this  
Security Instrument. [Check applicable boxes]

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CONDOMINIUM RIDER

LOAN NO. 5023992

THIS CONDOMINIUM RIDER is made this 16th day of SEPTEMBER, 1996, and be 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 GLENVIEW STATE BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

307 COUNTRY LANE, DES PLAINES, IL 60016  
(Property Address)

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

BECK LAKE WOODS CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds 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 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 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; 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 Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, 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 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 casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the 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, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

(Seal)  
\_\_\_\_\_  
-Borrower

SYLVIA CRAWFORD

(Seal)  
\_\_\_\_\_  
-Borrower

(Seal)  
\_\_\_\_\_  
-Borrower

HALOWA CRAWFORD

(Seal)  
\_\_\_\_\_  
-Borrower

MULTISTATE CONDOMINIUM RIDER-- SINGLE FAMILY-- FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CCR\*\*//0291/3140(09-90)-L

FORM 3140 09/90

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Property of Cook County Clerk's Office

04/24/2018