[Space Above Dur Line For Recording Data]

MORTGAGE

CC15 - 599247

THIS MORTGAGE ("Security List innent") is given on

January 20, 1994

The mortgagor is

CELESTE SHATTUCK , DIVORCED NOT SINCE REMARRIED

("Borrower") This Security Instrument is given to

Draper and Kramer, Inc.

SECTION ALCORDINGS

119999 18AN 275" 02/04/94 13:38:00 * -94 -116934

COOK COURTY RECORDER

which is organized and existing under the laws of

33 West Monroe - Suite 1900, Chicago, 12 J0603 address is

("Lander"). Borrower owes Lender the principal sum of

SIXTY THREE THOUSAND & 00/100

Dollars (U.S. \$

63,000.00 %

, and whose

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 February 1 2009 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Now, 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 bescribed property located in

County, Illinois:

SEE LEGAL RIDER ATTACHED

17-16-424-011-1032

which has the address of

1169 S. PLYMOUTH COURT #305, CHICAGO

Illinois Illinois ("Property Address");

(Zip Code) 60605

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

6R(IL)(9212)

Form 3014 9/90 Amended 5/91

VMP MORTGAGE FORMS - (313)293 8100 - (800)521-7291

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ERCOUNTY TITI

initials (14)



[Street City].



Property of Coot County Clerk's Office

FOORTHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and textures 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. Horrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt oyidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiser by Lender, Bortower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum C Funds") for: (a) yearly taxes at dissessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, it any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any (e) yearly mortgage insurance premiums, if any; and (t) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called Tescrow Items Lender may, at any time, colocit and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage four may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1923 as amended from time to time, (2.25.22). Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any arise, 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 tuture Escrow tiems or otherwise in accordance with applicable lay.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentably, or entity (including Lender, if Lender is such an institution) or in a sylvederal Home Lear Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest to the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Bacquiver any interest or carrings on the builds. Borrower and Lender may agree in writing, however, that interest shall be paid on as Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by as Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by aquicable law, I ender shall account to Borrower for the east Funds in accordance with the requirements of applicable law. If the amount of the Funds held by I ender at any time is not lent to pay the Escrow Items when due, Lender may so notify Borrower in wrong, and, in such case Borrower shall pay or the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve may asyments, at Lender's sole discretion.

on payment in full of all sums secured by this Security Instrument, Lender shall promptly reland to Borrower any Funds f Lender. It, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the rty, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this S Larity Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Vender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable active paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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5. Hazard or Prop, rty Insurance. Borrower shall keep the improvements now existing or hereafter elected on the Properts insured against loss by fire, hazards included within she term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be insuranced in the amounts and for the periods that I ender requires. The insurance carrier providing the insurance shall be chosen by florrower subject to Lender's approval which shall not be increasinably withheld. It Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain goverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 it 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 Essened, 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 inswer 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 Bo rower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly playments referred to in paragraphs 1 and 2 or change the amount of the payments. It under paragraph 21 the Property is acquired by Geoler. 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 a writing, which consent shall not be unreasonably withheld, or unless externating circumstances exist which are beyond Bortow, e's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Horrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good tanh judgment could result in fortentire of the Property or otherwise materially impair the hen created by this Security Institution of Lender's security interest. Horrower may cute such a default and reinstate, as provided in paragraph 18, by causing the leady or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forteiture of the Horrower's instrest 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 maccurate information or statem into 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 lails to perform the covera its 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 bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), they conder 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 hen which has priority over this Security Instrument, appearing in could paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this pathgraph 7, Lender does not have to do so.

Any amounts disbursed by Leader 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. It, 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 Horrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It 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 being insurance. Loss reserve

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payments may no longer be required, at the option of Lender, it mortgage distrance coverage can the amount and for the period that Lender requires provided by an distrer approved by Lender again becomes available and is obtained. Borrower shall pay the premiunis required to maintain mortgage mannance in effect, or to provide a loss reserve, until the requirement for mortgage mannance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

In the event of a total taking of the Property, the proceeds shall be applied to the soms 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 in accurately 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 (astrument whether or not the sums are then due.

If the Property is abandoned by Sorrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Eostower 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 their 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 mouthly payments referred to the paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Coder Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Indigenent granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Progrower's successors in interest I ender 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 Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lende, 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 in Coersonally obligated to pay the subsequenced 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 to correction 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 refused 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 charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 tederal 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 this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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16. Burrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument

17. Fransfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without bender's prior written consent, Lender may, acits option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender it exercise is prohibited by tederal law as of the date of this Security Instrument.

If Lender exercises thus 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 mist 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. H 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 mourted in enforcing this Security Instrument, inclinding, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the hen of this Security Instrument, it ender'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 snall remain fails 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 here times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that collects northly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer corclated 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 offeress to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shill not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrove, 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 secognized 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 it profiled 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, offer flammable or toxic petroleum products, toxic petroleus and herbicides, volatile solvents, materials containing asbestos or form adelyde, 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 for pws:

- 21. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration (plowing 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 or the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall forther 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.



24. Riders to this Seco. ity Instrument. It on	a na misar ratara ira ayar utad hu t	torrore and recreated topother with this
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the covenants and agreements of this Security Instrum		
[Check applicable box(es)] ; Adjustable Rate Rider [X]	Condominum Rider	1 1 4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Ruler
Balloon Rider V.A. Rider	Fare Improvement Rider Other(s) {specify}	Second Home Rider
1.17 V / C NICH	recity (speen)	
	4	
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BY SIGNING BELOW, Borrower accepts and a		intained in this Security Instrument and in
 any rider(s) executed by Borrower and recorded with Witnesses: 		
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		Hortower .
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		(Scal) Horrower
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599247

CONDOMINIUM RIDER

THIS CONDOMINIOM RIDER is made that 20th day of January . 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower') to secure Borrower's Note to

Draper and Kramer, Ind.

(the Tender's

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

1169 S. PLYMOUTH COURT #305, CHICAGO, Illinois 60605

[Property Address]

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

1169 SOUTH PLYMOUTH COURT

[Name of Condominium Project]

(the "Condominum Project"). If no owners association or other entity which acts for the Condominum 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 add on 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. Histard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominum Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the 'az irds Lender requires, including the and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to 4 ender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard in arrange coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner by secution 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 heu of restoration or repair tollowing 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 Leader.
- 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

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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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 it the provision is for the express benefit of Lender;
- Did 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 forcers Association unacceptable to Lender.
- F. Remedies, It Expower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts dislow see by Lender under this paragraph F shall become additional debt of Horrower secured by the Security Instrument. Orders Horrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dispursement at the Note rate and shall be physible, 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 Condominum Rider

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MORTGAGOR ALSO HEREBY GRANTS TO 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 19 THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASMENTS, RESTRICTIONS, CONDITIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISION OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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