unn original to: ETGAGE PROCESSING CENTE MX FORKS ROAD, SUPER 320 LEIGH, NORTH CAROLINA 27699

94 MAR 24 PM 2: 27

94269540

### MORTGAGE

# 6495931

THIS MORTGAGE ("S curity Instrument") is given on.	MARCHIER
THIS MORTGAGE ("Security Instrument") is given on.  19.94 The mortgager is HARBABA MCBRIDE AND BRI  A W (COR) AVA ("Botrower"). T  GE CAPITAL MORTGAGE SELVICES, INC.	his Security Instrument is given to
GE CAPITAL MORTGAGE SERVICES, INC.	gnitaixe bas basinagro ai doin, , , which is organized and existing
19的4366个个目的《新加州市台》 《李明明》(下中《李明 第八九四》)《李明》(李明明明代明代表》 图片	
THREE EXECUTIVE CAMPUS, CAPARY HILL, NEW INDICATION OF THE PROPERTY NINE T	HOUSAND EIGHT HUNDRED AND NO / 100
dated the same date as this Security Instrument ("Note"), which	
paid earlier, due and payable on APRIL 91.2744.	
secures to Lender: (s) the repsyment of the debt evidenced by 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 Borrowser	is covering and agreements under this society instrument
and the Note, For this purpose, Harrower does hereby mortgage, coty located in	Crunty, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS TEXHIBIT A" INCORPORATED BY REFERENCE IN THIS MORTGAGE

TAX ID NUMBER

31-12-202-0641044

PREPARED BY: GE CAPITAL MORTGAGE SERVICES, INC.

PREPARED BY: GE CAPITAL MORIGAGE SERVICES, INC. THREE EXECUTIVE CAMPUS, CHERRY HILL, NEW JERSE!	99634
	74
	0,0
	.0
which has the address of	FLOSSMOOR
Illinois	(CA)

TOORTHER WITH all the improvements now or besenfter erected on the property, and all easements, appuriousness, 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,

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

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - Famile Mac/Freddle Me STALM ILA.NEW

BOX 333

PERSONAL PROPERTY.

Property or Coot County Clerk's Office

UNIFORM COVENANTS. Horrower and Londer covenant and agree as follows:

1. Payment of Principal and Interest; Propayment and Late Charges. Horrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Punds") for:

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a tien on the Property; (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly bazant or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) 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 "Escrow Items." Lender may, at any time, collect and hold l'unds in an amount not to exceed the maximum amount a lender for a federally rolated mortgage loan may require for Borrower's escrow account under the federal Real Estate Sottlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds acts 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Facrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Londer pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require florrower to pay a one-time charge for an independent real estate tax reporting service used by Lender incremention 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 Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual sect until 13 of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds was pledged as additional security for all sums secured by this Security funtament.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Horrower for the excess Funds in accordance with the requirements of replicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Rems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or soll the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security instrument.

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

4. Charges; Liens. Horrower shall pay all taxes, assessments, charges, fines and appositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rints, if any. Horrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, between 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. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender services evidencing the payments.

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Form 2014 0 / 00 gage 2 of 7 pages)

All insurance policies and renewals shall be acceptable to Lender and shall include a standard morigage 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 ciaim, 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, Preser atton, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall o copy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security informent and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of secupancy, 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 esiminal, is begun that in Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the ilen created by this Security Instrument or Lander's security interest. Borrower may cure such a default stat reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender 2000 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 will any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations for cerning 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 little 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 Borrows secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be of 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 Lander 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 list 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 period 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.

Form 2014 9 / 80 (page 3 of 7 pages)

Property of Cook County Clark's Office

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

19. 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

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

If the Property is abandoned by Borrower, or if, sher notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not then due.

Unless Lender and Borrower of erwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Botrower Not Released; Forbearance By Leader Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Horrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Limbility; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and adding of Lender and Borrower, subject to the provisions of paragraph 17. Horrower's covenants and agreements shall be joint and everal. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to 2 law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the loss or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial precayment 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 Londer. Any notice to Londer shall be given by first class mail to Londer's address stated herein or any other address Londer designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Londer when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Burrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer 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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

Form 3014 6 / 90 (seps 4 of 7 pages)

Property of Cook County Clark's Office

UNOFFICIAL GORY

person) without Lender's prior written consent, Lender may, at his option, require immediate payment the full of all sums secured by this Security Instrument, However, this option shall not be exercised by Londer if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lender shall give Burrower notice of acceleration. The notice shall provide a period of ant less than 30 days from the date the notice is delivered or mailed within which Burrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lander may invoke any remedies permitted by this Security Instrument without further notice of demand on Burrower.

- 28. Borrower's Right to Reinstate. If Introver meets certain conditions, Horrower 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 Horrower: (a) pays Londer all some which then would be due under this Security Instrument and the Pine as if no acceleration had occurred, (b) cases say default or any other coverants or agreements; (c) pays all expanses factored is enfouring this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Londer may reasonably require to assure the tib; lies of this Security Instrument, Londer'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 obligation secured hereby shall remain fully effective as if no acceleration had occurred, However, this right to reinstate shall not reply in the case of acceleration under paragraph 17.
- 19. Sale of Note: Change of Loss Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold use or cover times without prior notice to Blurower. A sale may tenult in a change in the entity (known as the "Loss Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loss Servicer unrelated to a sale of the Note. If there is a change of the Loss Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 shows and applicable law. The notice will state the name and address of the new Loss 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. Bernswer shall not cause or permit the presence, nor, disposal, storage, or release of my Hazardous Substances on or or in the Property Burtinger shall not do, not allow anyone size to do, anything affecting the Property that is in violating of any Environmental Law. You preceding two autonous shall not apply to the presence, me, or accenge on the Property of amail quantities of Hazardous Substances that are generally recognized to be appropriate to normal remominia uses and to maintenance of the Property.

Horower shall promptly give Lender written notice of any invertigation, claim, demand, lawsuit or other action by my governmental or regulatery agency or private party involving the Property and any Hausdons Substance or Environmental Law of which therewer has actual knowledge. If Borrower Science, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardons Substance affecting the Property is nocessary, therewer shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazandous Substances" are those substances defined as textic or basandous substances by invironmental Law and the following substances: gasoline, herosens, other fluorisable or topic petroleum products, tonic pesticides and herbecides, volatile solvents, materials containing asbestes or formaldshyds and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction triber; the Property is located that refere to health, safety or environmental protection.

Now University Covenants, Bernower and Leader furber covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to increase prior to acceleration inhibited in increase's breach of any covenant or agreement in this Security instrument (but not prior to acceleration and a page page 17 union applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a date, not less than 30 days from the date the notice in given to Borrower, by which the default must be cured; and (d) that hidere to care the default on or before the date specified in the notice may result is acceleration of the sums secured by this Security Instrument, foreclasses 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 foreclasses proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclasses. If the default is not curved on or before the date specified in the notice, Londer at its option may require immediate payment in his of all mean secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Londer shall be excited 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. Horower waives all right of homestead exemption in the Property.

STALS NO. 1.NEW Form 3014 S/80 Gent of Faces

Property of Cook County Clerk's Office

See A Section of the section of the

**UNOFFICIAL COF** If one or more riders are executed by Borrower and recorded together 24. Riders to this Security Instrument. with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, [Check applicable box(es)] Adjustable Rate Rider DD Condominium Rider ☐ 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider □ Balloon Rider Rate Improvement Rider Second Home Rider Cl Other(s) [specify] By Signang Billow. Borrower accepts and agrees to the terms and covenants contained in this Socurity Instrument and in any rider(a) executed by Horrower and recorded with it, Witnesses: BANARA MORRIDE AS ATTORNEY IN

Property of Cook County Clark's Office

120.15 M

# UNOFFICIAL EDGOPY ORIGINAL

THIS CONDOMENTUM RIDER Is made this	19 94
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Tru	st or Security Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower GE CAPITAL MORTGAGE SERVICES, INC.	's Note to(the "Lander")
of the same date and covering the Property described in the Security Instrument and located at:  1139 LEAVITT, FLOSSMOOR, 11 LINO18 64422 [Property Address]	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
The Property includes a unit in, together with an undivided interest in the common elements of,	s condominium project
HAWTRORNE CONDOMINIUMS	(411-114-114-114-114-114-114-114-114-114
[Name of Condominium Project]	

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds the 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. Moreover 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 impossity oursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owner. Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Londer and which provides insurance coverage in the amounts, for the periods, and against the hazard's Londer requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenar. 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to me'ntain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Camera Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insulance 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 gric 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 Londer'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;
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

Aroberty of Coot County Clert's Office

 $(A_{ij},A_{ij},A_{ij}) = (A_{ij},A_$ 

04499931

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 Lander to Horrower requesting payment.

By Signing Billow, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

	BARBARA MCBRIDE	(Seal) -Bentower
DOO COM	BRIAN K. MCBRIDE, BY OF ALL BARBARA MCBRIDE AS ATTOR	Soft Soft Soft Soft Soft Soft Soft Soft
( ) ~	47 - 2457	-Bortower
	A Commission of the Commission	-Borrower

94269540

Property of Cook County Clerk's Office

# 94269

<b>UNOFFICI</b>	AL CO	PY
-----------------	-------	----

----- (Space Below This Line Recommendation

STATE OF TELENOIS,

Conn.

County m;

Alde water anywer.

, a Notary Public in and for said county and state,

do hereby centify that BARBARA MCBRIDE AND BRIAN K. MCBRIDE

, personally known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

be/she/they

ls/are

signed and delivered the said instrument as

bla/bes/their

free and volumary act, for the uses and purposes therein

set freih,

Given under my hand and official seal, this

18 00

lay of MARCE

. 19 94.

My Commission expires:

"OF BUILDING SEAL"
Manyor Change

Notary Public Mate of **Illinois** At Comatesca Cypres **5/20/9**6 Thorques & Sur

County Clark's Office

Property of Cook County Clerk's Office

A CHOSTA

THE UNDERSTONED, AND THE OF BURNIES IN MILE FOR SAID COURT AFORT WID, EG TO ME TO BE THE SAME PERSON SHIP EXECUTED THE VITHIN INSTRUMENT "AS THE DAY IN PERSON AND AGRICULT DEED THAT STORED, SEALED, AND DELIVERED SAID INCYDEMENT AS THE ATTORNEY IN PARTY OF THE ATTORNEY IN PARTY OF THE ATTORNEY IN SEALED, AND DELIVERED SAID PUPPOSES IN SAID INSTRUMENT SET FORTH

STORED AND SEALED BEFORE ME HOS

DAY DIN KANER

"OFFICIAL WALL Marguet Horios. No.
Ny Cro.
Section Column Clerk's Office Notary Entdir, State of Bintois

Property of Cook County Clark's Office

TANCEL STATE

### **EXHIBIT** A

BORROWER(8):

BARBARA MCBRIDE AND BRIAN K. MCBRIDE

LOAN NUMBER:

6495931

### **LEGAL DESCRIPTION:**

UNIT NO. 314 OF THE SOUTH 360 FEET OF LOT 1, IN BLOCK 2 IN WELLS AND NELLEGARS SUBDIVISION OF THE NORTH 17 1/2 ACRES WEST OF ILLINOIS CENTRAL RAILROAD COMPANY OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS "WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MAD!. BY AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 16, 1972 AND KNOWN AS TRUST NUMBER 76407, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, HAINOIS AS DOCUMENT 2:428642 AND AMENDED BY DOCUMENT 2:439249; TOGETHER WITH ITS UNDIVIDED PERCENT INTEREST IN SAID PARCEL.\* EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN DECLARATION AND SURVEY IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 1139 LEAVIPT, FLOSSMOOR, ILLINOIS 69422

9426954

375C324C

Property of Cook County Clerk's Office