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THIS MORTGAGE IS A JUNIOR MORTGAGE

HOME LINE CREDIT MORTGAGE

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This Home Line Credit Mortgage is made this 5th day of April, 1994, between the Mortgagor, HARRIS BANK HINSDALE, N.A. AS TRUSTEE U/T/A DATED 12/1/88 A/K/A TR# L-2100 (herein "Borrower"), and the Mortgagee, Harris Bank Hinsdale, N.A. whose address is 50 S. Lincoln Hinsdale, IL 60521 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated April 5, 1994, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 90,000.00 the "Maximum Credit" plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After April 5, 1994 (the "Expiration Date") all sums outstanding under the Agreement may be declared due and payable, together with interest thereon, unless Lender agrees to extend such Expiration Date. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by April 5, 2014 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LEGAL DESCRIPTION AS APPEARS ON TITLE:

UNIT A9 IN THE 3700-3720 NORTH LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL A: THE SOUTHEASTERLY 50 FEET OF LOT 5 AND SO MUCH MORE THE ACCRETIONS THAT LIE EAST OF AND ADJOINING SAID LOT AS FALL WEST OF THE WEST LINE OF SHERIDAN ROAD IN BLOCK 6 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL B: LOTS 6 AND 7 IN BLOCK 6 AND ALSO THE ACCRETIONS EASTERLY OF AND ADJOINING SAID LOTS 6 AND 7 LYING BETWEEN THE NORTH LINE (EXTENDED) OF SAID LOT 6 AND THE SOUTH LINE (EXTENDED) OF SAID LOT 7 (EXCEPT THAT PART TAKEN FOR SHERIDAN DRIVE), IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE WESTERLY 65 FEET OF SAID LOTS 6 AND 7 AND EXCEPTING ALSO THE SOUTHERLY 157 1/2 FEET OF THE EASTERLY 105 FEET OF THE WESTERLY 170 FEET OF SAID LOTS 6 AND 7) ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY WAS ATTACHED TO AND MADE PART OF THE DECLARATION OF CONDOMINIUM OWNERSHIP OF THE 3700-3720 NORTH LAKE SHORE DRIVE CONDOMINIUM WHICH WAS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY AS DOCUMENT NO. 25513348, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS PART OF THE FIRST PART ALSO HEREBY GRANTS TO THE PARTY OF THE SECOND PART THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-19, A LIMITED COMMON ELEMENTS, DESIGNATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

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BOX 333-CTI

which has the address of 3700 N. Lake Shore Drive #102 Chicago, IL 60613 (herein "Property Address");

Property Index Number 14-21-106-032-1009

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property, (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

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of any payment due under the Agreement or change the amount of such payment. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, in the event of a total or partial taking of the Property. The proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such arrangements, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part thereof.

4. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this mortgage, and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals in force and in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon the request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall promptly notify 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sum secured by this Mortgage immediately prior to such sale or acquisition.

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach to this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of the Property or any part thereof.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amount outstanding under the Agreement.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

COVENANTS. Borrower and Lender covenant and agree as follows:

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, assessments or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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COOK COUNTY, ILLINOIS
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This document is made and executed by Harris Bank Hinsdale, N.A., as Land Trustee, and is accepted upon the express understanding and Agreement of the parties hereto that Harris Bank Hinsdale, N.A. enters into the same not personally, but only as such Trustee, and that, anything herein to the contrary notwithstanding, each and all of the indemnities, representations, warranties, covenants, agreements and undertakings herein contained are intended not as the personal indemnities, representations, warranties, covenants or undertakings of Harris Bank Hinsdale, N.A., or for the purpose of binding Harris Bank Hinsdale, N.A. personally, but are made and intended for the purpose of binding only that portion of the trust property described herein, and this document is executed and delivered by Harris Bank Hinsdale, N.A. not in its own right, but solely at the direction of the party having power of direction over the trust and in the exercise of the powers conferred upon Harris Bank Hinsdale, N.A. as such Trustee, and that no personal liability is assumed by, nor shall be asserted against, Harris Bank Hinsdale, N.A. or its agents or employees because or on account of its making or executing this document or on account of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, including, but not limited to any liability for violations of the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. as amended or any other municipal, county, state or federal laws, ordinances, codes or regulations pertaining to the trust property or in the use and occupancy thereof, all such liability, if any, being expressly waived and released. It is further understood and agreed that Harris Bank Hinsdale, N.A. individually, or as Trustee, shall have no obligation to see to the performance or non-performance of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, and shall not be liable for any action or non action taken in violation thereof. It is further provided, however, that this paragraph shall not impair the enforceability, or adversely affect the obligations of any other signatories hereto or under any separate instrument of adoption or guarantee nor otherwise impair the validity of any indebtedness evidenced or secured by this document except as expressly set forth.

HARRIS BANK HINSDALE, N.A. as Trustee under Trust L-218

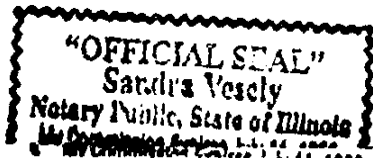
BY: Janet Hale
Assistant Vice President

ATTEST: [Signature]
Assistant Vice President

State of Illinois
County of DuPage

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President and Trust Officer of Harris Bank Hinsdale, N.A., and ~~William R. [unclear]~~ who is Assistant Vice President of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer and Assistant Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and the free and voluntary act of the corporation for the use and purposes therein set forth; and the Assistant Vice President then and there acknowledged that she, as custodian of the corporate seal, affixed the corporate seal to the foregoing instrument as her free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth. Given under my hand and seal this 26th day of APRIL 1994.

Sandra Vesely
Notary Public



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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

IF BORROWER IS AN INDIVIDUAL(S):

Type or Print Name Borrower

Type or Print Name Borrower

STATE OF ILLINOIS } SS
COUNTY OF _____

I, _____, a Notary Public in and for said county and state, do certify that

personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

Notary Public My Commission Expires: _____

IF BORROWER IS A TRUST:

This document is made by Harris Bank Hinsdale, N.A. (hereinafter referred to as the Bank), as Trustee, and accepted upon the express understanding that the Bank enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Bank because of, or on account of, the making or executing of this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the Bank be held personally liable upon or in consequence of any of the covenants of this document, either express or implied.

IN WITNESS WHEREOF, Harris Bank Hinsdale, N.A. not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust officer and its corporate seal to be hereto affixed and attested by its _____

(CORPORATE SEAL)

Harris Bank Hinsdale, N.A.
Not personally, but as Trustee under Trust No. 1-2100

By: Janet Hale Trust Officer

STATE OF ILLINOIS } SS
COUNTY OF _____

ATTEST: _____

I, _____, a Notary Public in and for said county and state, do hereby certify that Janet Hale of Harris Bank Hinsdale, N.A. and _____ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust officer and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth, and the said _____

_____ did also and there acknowledged that he, as custodian, of the corporate seal of said Bank, affixed the seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

(NOTARIAL SEAL)

My Commission Expires: _____

This instrument Prepared By: Sandy Holliger

After recording, please mail to:
Harris Bank Hinsdale, N.A.
114 W. First Street
Hinsdale, IL 60521

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9. **Borrower Not Released.** Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
14. **Governing Law; Severability.** This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
15. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
16. **Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan, unless and until pursuant to the Agreement such loan is converted to an installment loan, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance or indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document which respect thereto) at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Credit, plus interest thereon and any other disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting social taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.
17. **Termination and Acceleration.** Lender at its option may terminate the availability of loan under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, including the creation of a lien or encumbrance subordinate to this Mortgage, (b) Borrower defaults under any credit instrument or mortgage evidencing or securing an obligation whose lien has any priority over the lien created by this Mortgage, or (c) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement, if it becomes necessary to foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.
18. **Assignment of Rights; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
19. **Acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale.** Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.
20. **Release.** Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.
21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 5TH day of APRIL 1998, 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 Harris Bank Hinsdale, National Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3700 N. LAKE SHORE DRIVE #102

CHICAGO, IL 60613

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

3700-3720 NORTH LAKE SHORE DRIVE CONDOMINIUM

(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 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.

HARRIS BANK HINSDALE, N.A. AS TRUSTEE U/T/A DATED
12/1/88 A/K/A TRUST # L-2100

BY: [Signature] (Seal)
Assistant Vice President Borrower

ATTEST: [Signature] (Seal)
Assistant Vice President Borrower

This document is made and executed by HARRIS BANK Hinsdale, as Land Trustee, and is accepted upon the express understanding and Agreement of the parties hereto that HARRIS BANK Hinsdale enters into same not personally, but only as such Trustee, and that, anything herein to the contrary notwithstanding, each and all of the indemnities representations, warranties, covenants, agreements and undertakings herein contained are intended not as the personal indemnities representations, warranties, covenants or undertakings of HARRIS BANK Hinsdale, or for the purpose of binding HARRIS BANK Hinsdale personally, but are made and intended for the purpose of binding only that portion of the Trust Property described herein and this document is executed and delivered by HARRIS BANK Hinsdale not in its own right, but solely at the direction of the party having power of direction over the trust and in the exercise of the powers conferred upon HARRIS BANK Hinsdale as such Trustee, and that no personal liability is assumed by, nor shall be asserted against, HARRIS BANK Hinsdale or its agents or employees because or on account of its making or executing this document or on account of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, including, but not limited to any liability for violations of the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. as amended or any other municipal, county, state or federal laws, ordinances, codes or regulations pertaining to the Trust Property or in the use and occupancy thereof, all such liability, if any, being expressly waived and released. It is further understood and agreed that HARRIS BANK Hinsdale individually, or as Trustee shall have no obligation to see to the performance or non-performance of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, and shall not be liable for any action or non action taken in violation thereof. It is further provided, however, that this paragraph shall not impair the enforceability, or adversely affect the obligations of any other signatories hereto or under any separate instrument of adoption or guarantee nor otherwise impair the validity or any indebtedness evidenced or secured by this document except as expressly set forth.

94387811

Mail to:
Harris Bank - Hinsdale
50 N. Lincoln St.
Hinsdale, Ill.
60521

prepared by:
S. Haller for
Harris Bk. Hinsdale