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DEPT-01 RECORDING 1:0012 TRAN (+7342 + C/G TRAN 6434 09/14/95 14:33:00 k-95-619300 COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

1, 1995 THIS MORTGAGE ("Security Instrument") is given on September FICTE M. SHARP and KENDALL R. SHARP WIFE AND HUSBAND The mortgagor is

("Borrower"). This Security Instrument is given to

Cole Taylor Bank

the State of ILLINOIS which is organized and existing under the laws of

, and whose address is

5501 West 79th Street, Burbank, Illinois 60459

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

EIGHTY FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/100

). This cely is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 84,750.00 Instrument ("Note"), which provides for monthly parments, with the full debt, if not paid earlier, due and payable on er 1, 2025
h interest, and all renewats, ...
ad under paragraph 7 to protect the sec...
agreements under this Security Instrument and une
sy to Lender the following described property located in

SEE ATTACHED RIDER: PERMANENT INDEX NUMBER:
20-11-303-017-0000 . This Security has runnent secures to Londer: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and manifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of inc. Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Nove. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

which has the address of

1020 EAST 52ND STREET UNIT #3

CHICAGO

[City]

Illinois

75-65-168

60615

("Property Address");

[Zip Code]

ILLINOIS -- Single Family -- Faunte Mae/Freddle Mac UNIFORM INSTRUMENT (1EM 1876L1 (9202)

ILMORT

BOX 333-CTI

LOAN NUMBER 0290014872 Form 3014 9/90 (page 1 of 6 pages)

Great Laken Husinese Forma, Inc. 🚟 To Order Call: 1-808-530-8383 [.] FAX 818-781-1131

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

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

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 evidenced 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 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 ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Scentity Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Horrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrew Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for y rederally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement 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 sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the Legar 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 Escrow Items. Lender may not clarge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable hav permits Lender to make such a charge. However, Leader 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 in creat to be paid, Lender shall not be required to pay Borrower any interest or carnings 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 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 this Security Instrument.

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

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 sell 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 pryments received by Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges the under the Note, eccord, 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. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rants, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Berrye or 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 proceedings evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien 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 lien an agreement satisfactory to Lender subordinating 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 ITEM 1876L2 (9202)

Form 3014 9/90 (page 2 of 6 pages)

Great Lakes Burlness Foreign, Inc. 🔳

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To Order Call 1-800-676-9393 () FAK 616-721-1131

THISPCTION. " LONGO OF ITS ACOUSTING THIS CONTINUES CONTINUES ARE ALLOWED AND A CONTINUES AS A THE EXPLORAGE CONTINUES AND A CONTINUES AS A CONTINUE OF THE give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

The proceeds of any award or claim for damages, direct or consequential, in connection with 10, Condemnation.

> Form 3014-9/90 (page 3 of 6 pagex) Great Laken Business Ferme, Inc. III To Order Cali: 3-800-530-9303 (1FAX 616-741-1131

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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 shall 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, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower 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 then due.

Unless Lender and Sorrower 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 such payments.

11. Borrower Not Referred: Forbearance By Lender 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 Borrower 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 sams secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor, in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of pay right or remedy.

12. Successors and Assigns Bound; Joh t and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreemen's shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signify 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 least 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 law charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shell be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borry wer which exceeded permitted limits will be refunded 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 the act as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shar no 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 Jorrower. 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 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 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.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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Form 3014 9/90 (page 4 of 6 page 1)

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Scenrity Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain pay other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and occupintenance of the Property.

Borrower shall promptly give cender written notice of any investigation, claim, demand, lawsult 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 Encycledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation 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, "Hazardou: Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: assoline, kerosene, other Hammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldebyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" megas federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on ar before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defeave of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice funder 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 shan 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.

To Order Call: 1-800-530-9393 [] FAX 616-701-1131

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STREET ADDRESS: 1020 EAST 52ND STREET

COUNTY: COOK

TAX NUMBER: 20-11-303-017-0000

LEGAL DESCRIPTION:

CITY: CHICAGO

UNIT 1020-3 IN GREENWOOD PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING REAL ESTATE:

THE SOUTH 109 FEET 4 1/2 INCHES OF THAT PART OF BLOCK 3 IN EGANDALE IN SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF ALLEY, SOUTH OF THE SOUTH LINE OF 51ST STREET (AS WIDENED) AND NORTH OF THE NORTH LINE OF 52ND STREET, IN COOK COUNTY, ILLINOIS.

Topology of County Clark's Office WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT - 955 17722 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENT'S."

Proberty of Cook County Clark's Office

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UNOFFICIAL COPY

this Security Instrument, the covenants and agreements of each s supplement the covenants and agreements of this Security Instrument. [Check applicable box(es)]		
Adjustable Rate Rider X Condominium	1 Rider 1-4 Family Rider	
Graduated Payment Rider Planned Unit	Development Rider Biweekly Payment Rider	
Balloon Rider Rate Improve	ment Rider Second Home Rider	
Other(s) [specify]		
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.		
Witness:	itness;	
+		
Jan M. Ala (Scal)	(Seal)	
HOPE M. SHARP	ENDALL R. SHARP Borrower	
	(O. 1)	
(Seal)	-Barrower	
τ_{\odot}		
STATE OF ILLINOIS,	County ss: COOK	
	Yh.,	
1, the under signal. a Notary Public in and for said county and state,		
do hereby certify that HOPE M. SHARP and KENDALL R. SHARP WIFE AND HUSBAND		
, personally known to me to be the same person(c) whose name(s)		
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed		
and delivered the said instrument as THEIR fi	ree and voluntary act, for the uses wid purposes therein set	
forth.		
Given under my hand and official seal, this 1ST	day of September 1995	
My Commission expires:		
<i>[-f-f-f-f-</i>	Notary Public	
This instrument was prepared by		
(Name) Cathy Ismah	"NECICIAL COAL"	
Cole Taylor Bank	"OFFICIAL SEAL" Azeezeh Abed Martinkus	
(Address) 5501 West 79th Street Burbank, Illinois 60459 M	Notary Public. State of Illinois v Commission Exores May (IOAN) STUMBER 0290014872 Form 3014 9/90 (page 6 of 6 pages)	
ITEM 1676L8 (9202)	Form 3014 9/90 (page 6 of 6 pages) Great Lakes Business Forms, Inc.	

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Great Lakea Business Forms, Inc. 70 Order Cail: 1-600-530-8309 CIFAX 818-791-1131

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this day of Saptember 1995 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

Cole Taylor Bank

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 1020 EAST 52ND STREET UNIT #3, CHICAGO, ILLINOIS 60615

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known REENWOOD PLACE CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Parect"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds tale to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Cwiers 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 coverent and agree as follows:

A. Condominium Obligation. 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-lay s; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed purposed purposed by 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 Condon in act Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and ng a six 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

(ii) Borrower's obligation under Uniform Coverant 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.

Barrower shall give Lender prompt notice of any lapse in control hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds it lieu of testoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds regard 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 polley acceptable in form, as may be reasonable to insure that the Owners Association maintains a public liability insurance polley acceptable in form, as may be reasonable to insure that the Owners Association maintains a public liability insurance polley acceptable in form, as may be reasonable to insure that the Owners Association maintains a public liability insurance polley acceptable in form, as may be reasonable to insure that the Owners Association maintains a public liability insurance polley acceptable in form, as may be reasonable to insure that the Owners Association maintains a public liability insurance polley acceptable in form, as may be reasonable to insure that the Owners Association maintains a public liability insurance polley acceptable in form, as may be reasonable to insure that the Owners Association 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 condemnation or other taking of all or any part of the Property whether of the unit or of the common elements, or for 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 condemnation or o

consent, either partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except he abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of substantial destruction by eminent domain:

Lender:

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of

(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.

HOPE M. SHAPP (Scal) K	KENDALL R. SHARD (Scal)
------------------------	-------------------------

(Seal) Horrower

(Scal) -Borrower

MULTISTATE CONDOMINIUM RIDER "Single Pamily "Fannie Mac/Freddle Mac UNIFORM INSTRUMENT ITEM IGROLO (0112)

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