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Chubb Mortgage, Inc.
PO. Box 780021
St. Louis, MO 63178-0021
All Documents Collection

DEPT-01 RECORDING 037.00
T00012 TRAM 6227 09/01/95 11846100
#1371 CG M-95-586968
COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

MORTGAGE

3900

THIS MORTGAGE (Security Instrument) is given on JANUARY 23, 1995
The mortgage is given to CHUBB MORTGAGE, INC.
(Borrower). This Security Instrument is given to
CHUBB MORTGAGE, INC., which is organized and existing
under the laws of ILLINOIS, and whose address is
PO. BOX 780021, ST. LOUIS, MISSOURI 63178-0021 (Lender).
Lender and Borrower are parties to this Mortgage.
Borrower shall pay to Lender the principal amount of 50,000.00
plus interest, with the full date, if not paid earlier, due and payable on
SEPTEMBER 1, 1998. This Security Instrument secures to Lender, for the repayment
of the debt evidenced by the Note, with interest, and (b) the payment
of all other debts, with interest, advanced under this Mortgage to prevent the security of this Security Instrument; and (c) the
performance of Borrower's obligations and agreements under this Security Instrument and the Note. For this purpose,
Borrower does hereby mortgage, grant and convey to Lender, its successors and assigns, all real property located in
ILLINOIS County, ST. LOUIS

which has the address of 5101 BIRCH STREET, ST. LOUIS, MISSOURI 63112
Block 1000 (Property Address)

ILLINOIS - State Party - Public Mortgage Law RECORDING INSTRUMENT
Page 2012 299
Page 1 of 7 (4)

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140012 TRAN 6994 10/17/95 11:27:00
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COOK COUNTY RECORDER

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REC-200-0101-3

TOGETHER WITH all other instruments heretofore recorded by the County and all covenants, appurtenances, and interests 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".

SUPPLEMENTARY COVENANTS that Borrower is lawfully seized 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 and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Escrow for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender or shall pay monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and interest due which may obtain priority over this Security Instrument as a lien on the Property; (b) yearly household payments of ground rent on the Property, if any; (c) yearly household 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 3, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Equal Credit Opportunity Act of 1974 as amended from time to time, 12 U.S.C. Section 3601 et seq. ("EFCOA"), 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 lesser of such amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of the Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an account where deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an insured entity) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or varying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the 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 savings 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 debts secured by the 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 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 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 payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to the sums 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, fees and impositions all due to the Property which may obtain priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person to whom 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

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of Cook County Clerk
the paragraph 7. Landlord shall not
any amounts disbursed by Landlord under this lease

(page 3 of 4)

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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.

10. 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 is not available, Borrower shall pay to Lender each month a sum up to 1% 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 loan reserve in lieu of mortgage insurance. Loan charges ~~shall~~ 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 all premiums required to maintain mortgage insurance in effect, or to provide a loan reserve, until the requirements for a mortgage insurance policy in accordance with any written agreement between Borrower and Lender are satisfactorily met.

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

12. Deductions. The proceeds of any claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for compensation 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 amounts payable thereon. 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, or any 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 a condemnor offers to make an award or make a claim for damages, Borrower fails to respond to Lender within 30 days (or the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to redemption or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

13. Successors Not Released; Enforcement by Lender Not a Waiver. Extension of the time for payment or modification or acceleration 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 acceleration 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 or preclude the exercise of any right or remedy.

14. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the 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 accommodation with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

15. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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...and that law is hereby interpreted as that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, that: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums directly collected from Borrower which exceeded permitted limits shall be returned to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a cash payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any interest charge under the Note.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail if applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Jurisdiction. 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 are given effect without the conflicting provision. This and the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Sale of the Property or a Beneficial Interest. In the event 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 the 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 Reinstatement. If Borrower invokes certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the order of: (a) foreclosure for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any provision 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 remain 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 attorney's fees; and (d) takes such action as Lender may reasonably require to insure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, deposit, 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 use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediality of any Hazardous Substance affecting the Property is necessary, Borrower shall

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1875-76 IN BENSVILLE RECORDS COMMISSION, BEARING C-1 AS DECLARATION OF SURVEY OF THE EAST PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 18 EAST OF THE 12TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF SECTION 12; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 THRU 00 DEGREES, 24 MINUTES, 40 SECONDS EAST, A DISTANCE OF 751.00 FEET TO THE POINT OF BEGINNING, BEING AN INTERSECTION WITH THE CENTER LINE OF SAID ROAD, AS ESTABLISHED ON JANUARY 2, 1925; THENCE SOUTH 05 DEGREES, 15 MINUTES, 21 SECONDS WEST, A DISTANCE OF 234.16 FEET; THENCE SOUTH 05 DEGREES, 24 MINUTES, 23 SECONDS EAST, A DISTANCE OF 88.36 FEET; THENCE SOUTH 05 DEGREES, 24 MINUTES, 23 SECONDS WEST, A DISTANCE OF 189 FEET; THENCE SOUTH 05 DEGREES, 24 MINUTES, 23 SECONDS EAST, A DISTANCE OF 186.94 FEET; THENCE SOUTH 05 DEGREES, 24 MINUTES, 23 SECONDS WEST, A DISTANCE OF 141.53 FEET; THENCE SOUTH 05 DEGREES, 24 MINUTES, 23 SECONDS WEST, A DISTANCE OF 154.66 FEET; THENCE SOUTH 05 DEGREES, 24 MINUTES, 23 SECONDS WEST, A DISTANCE OF 61.31 FEET; THENCE SOUTH 05 DEGREES, 24 MINUTES, 23 SECONDS WEST, A DISTANCE OF 126.54 FEET; THENCE SOUTH 14 DEGREES, 24 MINUTES, 23 SECONDS WEST, A DISTANCE OF 73.28 FEET; THENCE SOUTH 05 DEGREES, 24 MINUTES, 23 SECONDS EAST, A DISTANCE OF 178.18 FEET; THENCE SOUTH 14 DEGREES, 24 MINUTES, 23 SECONDS EAST, A DISTANCE OF 88.58 FEET TO A POINT ON THE CENTER LINE OF SAID ROAD, AS ESTABLISHED ON JANUARY 2, 1925; THENCE SOUTHWESTWARD ALONG SAID CENTER LINE, BEING A CURVED LINE, CURVED TO THE SOUTHWARD OF 2,141.86 FEET 17 RADIUS, HAVING A CHORD LENGTH OF 186.86 FEET ON A BEARING OF SOUTH 05 DEGREES, 24 MINUTES, 17 SECONDS EAST, FOR AN ARC LENGTH OF 144.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS PARCEL).

SAID SURVEY IS REFERRED TO AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TITLE NUMBER 19754 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 21, 1973 AS DOCUMENT NUMBER 18867777 TOGETHER WITH ITS UNDIVIDED INTERESTS IN SAID PARCEL, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS SHOWN AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

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promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. **COVENANTS** Borrower and Lender further covenant and agree as follows:
21.1 **Default Notice** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant 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 prior to the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the loan secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to voluntarily cure acceleration at a time and place specified in the notice and the consequences of the non-cure of a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all money secured by this Security Instrument without notice and may foreclose (i) judicially or (ii) non-judicially. 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 this instrument.

22. **Release** Upon payment of all amounts due to Lender by the Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

24. **Riders to this Security Instrument** If any or more riders are executed by Borrower and recorded together 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) was a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify) **EXHIBIT A**
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ (Seal) Borrower
 _____ (Seal) Borrower
 _____ (Seal) Borrower
 _____ (Seal) Borrower

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(Please Print This Line For Acknowledgment)

STATE OF ILLINOIS, COOK

County of

Marshall J. Paulsen

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

know all the contents hereof and the contents of the foregoing instrument, appeared before me this 12/21/98, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, and the acts and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 21ST DAY OF DECEMBER, 1998.

My Commission expires: 12/21/98

Notary Public

This instrument was prepared by:
CHUBBOK, P.A.S.
3000 NORTH CENTER POINT DRIVE
EVANSTON, ILLINOIS 60201-4441



Form 9814 3/98
(page 7 of 7 pages)

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Doc ID: 12345678

Loan Number: 12345678

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15th day of January, 2000 and is implemented here and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument (the "Security Instrument") of the same date and part of the same loan made by the undersigned (the "Borrower") to secure Borrower's debt to [Lender], of the same date and part of the same loan. This Property described in the Security Instrument and located at: [Property Address]

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

(the "Condominium Project"). If the express association of title 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 use, enjoyment 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 Condominium Documents. The "Condominium Documents" are that (i) Declaration of any other document which creates the Condominium Project; (ii) by-laws; (iii) rules of regulations; and (iv) any other covenants, conditions and restrictions. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Condominium Documents.

B. Hazard Insurance. So long as the Owners Association maintains with a generally accepted insurance carrier, a "master" or "blocker" 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 "insured coverage," then:

(1) Lender waives the provision in Uniform Covenant 2 for the monthly premium to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(2) Borrower's obligation under Uniform Covenant 2 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 same extent as provided by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Coverage. 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. Construction. 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 improvements in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the same extent as provided in 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 partial or substitute the Property or consent to:

(1) 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;

(2) any amendment to any provision of the Condominium Documents if the provision is for the express benefit of Lender;

(3) termination of professional management and assumption of self-management of the Owners Association; or

(4) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unenforceable to Lender.

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IN COURT REPORTER'S OFFICE
OF THE COUNTY OF COOK, I, [REDACTED],
do hereby certify that the foregoing is a true and correct
copy of the original as the same appears in the records
of the County of Cook.

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COOK COUNTY CLERK'S OFFICE
PROPERTY OF CLERK'S OFFICE

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THIS CERTIFIED COPY IN LIEU OF THE ORIGINAL IS BEING RE-RECORDED
TO DEREGISTER PROPERTY FROM TORRENS

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4/1/00
[Signature]

7564003 *[Signature]*

Property of Cook County Clerk's Office

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BOX 333-CTI

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