95788907

Propared by: FIRST BANK FSB D/B/A FIRST BANK MORTGAGE

135 NA MERANEC CLAYTON, NO 53105 DEPT-01 REPORDING \$35.50 COOK COUNTY RECIRDER

.R DEPT-01 RECORDING 135,1 140010 TRAN 3291 11/15/95 12:40:00 \$3727 \$ CJ \*~95~788907 COOK COUNTY RECORDER

an 4/8960

**MORTGAGE** 

THIS MORTGAGE (Security Instrument) is given on

NOVEMBER 09, 1995

. The mortgagor is

MARKA E URIA

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

FIRST BANK PSD D/B/A FIRST CANT MORTGAGE

which is organized and existing under the laws of

THE UNITED STATES OF AMERICA

18. 180 1.00

135 NORTH MERAMEC, CLAYTON, address is

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

SIXTY TWO THOUSAND FIVE HUNDRED FIFTY AND 00/100

Dallar (U.S. \$ 62550.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrumed ("Note"), which provides for monthly payments, with the full dobt, if not puld earlier, the and payable on DECEMBER 07. 2925 Instrument secures to Lander: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paristraph 2 to protect the security of this Socurity Instrument; and (c) the performance of Borrower's coverants and agreements under this Security instrument and the Note. For this purpose, Burrower does hereby mortgage, grant and convey to Lender the following described property located in

PARCEL 1: UNIT 504 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERNST IN THE COMMON BLUMENTS IN THE RIVER PLACE COMPONINIUM AS DELINEATED AND DEPINION IN THE DICLARATION RECORDED AS DOCUMENT NO. 94758783. IN THE NORTHWIST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL

MERIDYAN, TH COOK COUNTY, ILLINOIS.

PARCEL 21 RASEMBNTS APPUATEMANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET PORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO.

93758750 FOR YNGRESS AND EGRESSS, ALL IN COOK COUNTY, ILLINOIS.

which has the address of

N MARASH, UNIT #804

CHICAGO

[Street, City],

, 60411 Illinois

(Xip Cole) ("Proporty Address");

ILLINQIB - Bingle Family - FNMAIFIILMC UNIFORM

17-10-132-001



TOGITHER WITH all the improvements now or hereafter erected on the property, and all easements, appurenances, 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 defer a 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 shell 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 Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground tents 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 Borrower to Lender, in accordance with the provisions of paragraph s, in the payment of mortgage insurance premiums. These items are called "Eacrow Items." Lender may, at any time, collect paid hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage form may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 is uneeded from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a less if amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items of otherwise in accordance with applicable law.

The Funds shall be held in an institution whose decosits 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 charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Berrow 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 this loan, unless applicable law provider otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, as 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 Barrow tiems 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 solo discretion.

Upon payment in full of all sums secured by this Security Instrument, Lewier 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 exquisition 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 amounts payable under paragraph 2; third, to interest the; fourth, to principal due; and tast, to any late charges due under the Note.

4. Chargest Liens. Borrower shall pay all toxes, assessments, charges, these and impositions attributable to the Property which may attrib priority over this Security Instrument, and leasehold 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 owed payment. Borrower shall promptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Londer receipts evidencing the payments.

Horrower 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) contents 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.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a simulant inortgage clause. Lender shall have the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to Lender all receipts of traid promiu is and followed notices. In the event of loss, Hossower shall give prompt notice to the insurance extrict and Lender, Lender

may make proof of loss if not made promptly by Borrower.

Unless London and Horrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Londor's security is not lessened. If the restoration or repair is not economically fourible or Londor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whother or not then thee, with any excess paid to Borrower. If Borrower abandons the Property, or does not asswer within 30 days a notice from Londor that the insurance carrier has offered to settle a claim, then Lender may collect the distingues proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Iratrumont, whether or not then due. The 30-day period will neglin when the notice is given.

Unious Londor and Borrowse atherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2) the Property is acquired by Londor. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lauseholds. Horrower shall occupy, establish, and use the Pioperly as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in yrising, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrowa's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Horrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Londor's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Londor's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the leaves or proceeding to be dismissed with a rolling that, in Lender's good fulth determination, precludes forfeiture of the Borrower's in the Property or other material impairment of the lien created by this Security Instrument or Londor's security interest. Borrower shall also be in default if Borrower, during the loss application process, gave materially false or inaccurate information or statements to Londer (or failed to provide Lender with any material hillormation) in connection with the toan evidenced by the Note, including, but not limited to, representations concurning Borrower's occupancy of the Property is a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Projects, the leasehold and the fee title shall not morge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements commined in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bunkruptcy, probate, for condemnation or forfeiture or to enforce have or regulations), then Condemnation or forfeiture or to enforce have or regulations), then Condemnation or forfeiture or to enforce have or regulations), then Condemnation or forfeiture or to enforce have or regulations), then Condemnation or forfeiture or to enforce have or regulations), then Condemnation or forfeiture or to enforce have or regulations. for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sucas secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attornoys' fees and entering on the Property to make repairs. Although Lender may take action under this passgraph 7, Lender

does not have to do so.

Any amounts disbursed by Londer under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage regulred by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain covernes substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Londer each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve Initials: \_ ZZILLU

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

9. Inspection. Londor or its agent may make reasonable entries upon and impections of the Property. Londer shall give

Horrower notice at the time of or prior to an impection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be read to Londer.

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 taild to literrower. 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 shell 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 unking in less than the amount of the sums secured immediately before the taking, unless therefore and Londer otherwise specific 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 Autrower, 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 two.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

the due date of the monthly payments referred to in paregraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. 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 claim for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of puragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs 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, forticar or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets restimum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security instrument shall be governed by 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.

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

17. Transfer of the Property or a Reneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londor's prior written consent, Londor 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 Londor if exercise is prohibited by tederal law as of the date of this Security Instrument.

If Londer exercises this option, Londer 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 falls to pay these sums prior to the expiration of this period, Londer may invoke any remedies permitted

by this Society Instrument without further notice or demand on Harrower.

IN Horrower'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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) ontre of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be the under this Security Instrument and the Note as if no neceleration had occurred; (b) cares any default of any other constraint or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable workeys; fees; and (d) takes such action as Londer may reasonably require to assure that the lion of this Security Instrument, Londer's rights in the Property and Borrower's obligation to pay the stone secured by this Security Instrument and the obligations secured hereby shall remain fully offective or if no acceleration land occurred. However, this right to relaxate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Notes Change of Loan Services. The Note of a partial interest in the Note (ingener with this Security Insument) may be sold one or more times without prior notice to Horrower. A sale may reach 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 introlated to a side of the Note. If there is a change of the Loan Servicer, increases will be given written notice of the change in accordance with paragraph 14 shove 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 promit the presence, use, disposal, storage, or release of any flazardous Substances on or in the Property. Borrower shall not do, not allow suyone else to do, snything affecting the Property that is in violation of any linvironmental Law. The preceding two sentences that not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be unpropriate to normal residential uses and to maintenance of the Property.

Different shall promptly give Londer written notice of any investigation, claim, demand, lawfull or other action by any governmental or regulatory agoncy or private party involving the Property and any Marzelous Substance or Unvironmental Law of which Horrower has seemal knowledge. If florrower learns, or is notified by any governmental or regulatory authority, that any removal or index remediation of any Hazardons Substance affecting the Property is necessary, Borrower shall promptly take all

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As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hexardous substances by finvironmental Law and the following substances: gazzine, kensene, other fianusable or toxic provious predicts, toxic postickies and herbicides, volatile sulvents, materials containing ashestos or formalishyte, and radioactive materials. As used in this paragraph 20, "finvironmental Law" means federal laws and laws of the jurisdiction where the Impury is breakd that make to bealth, safety or environmental protection.

NON-UNITORM COVENANTS. Berrower and Londor further covenant and agree as follows:

It. Acceleration Remedian, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any, covernant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform florrower of the right to reinstate after acceleration and the right to unsert in the foreclosure proceeding the non-existence of a default or any other defense of Horrower to acceleration and foreclosure, if the default is not cured on or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums secured by this becurity fastrement 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 altorneys' fees and conta of title evidence.

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22. Release. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

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

the covenants and agreements of this Secur [Check applicable bux(cs)] [] Adjustable Rate Rider	ity Instrument as if the rider(s) were a part of the [X] Condominium Rider	this Security Instrument.
Craduated Payment Ridor Balloon Pace VA Ridor	Planned Unit Development Rider   Rate Improvement Rider   Other(a) [specify]	Biwockly Payment Rider Second Home Rider
BY SIGNING BILLOW, Borrows and recogny rider(s) executed by Borrower and recognitioners:	cents and agrees to the terms and covenants corors.	mained in this Socurity Instrument and in
dali, gar yang dan dan dan bara daya i dan yang dan		-Bost men
t in the de Antonia Continuent of State		(Scal)
MARIA W UNIX	(Scal) Borrower	- Notto est
STATE OF ILLINOIS,	County	MI COOK
MANYA B UNIA UNDERNICHED BERGO	n Notary Public in and for said	id county and state do hereby certify that
Published to the foregoing instrument, applying and delivered the said instrument as Cliven under my hand and official soal.	cared before me this day in person, and ackno HBR free and voluntary act, for the pa	og and purposes thereon set forth.
My Commission Rapiros:	Notary Public	
SALCONARGER COMPANY OF LE GINTA HARRING COM LOT LET EVE	4 (4 (4 (4 (4 (4 (4 (4 (4 (4 (4 (4 (4 (4	•

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#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 9TH day of NOVEMBER 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 FIRST BANK FSB D/B/A FIRST BANK MORTGAGE

(the "Lender")

of the same date and covering the Property described in the Security Instrument and I cated at:

405 N MARSH, UNIT #504 , CHICAGO, IL 60611

(Property Address)

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

(Name of Condominium Project)

(the "Condominium Project"). Checowners association or other entity which act for the Condominium Project (the "Owners Association") holds title as 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 covenian and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrover'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-15ws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all due, and assessments imposed pursuant to the Constituent Documents.
- So long as the Owners Association maintains, with a generally accepted insurance H. Hazard Insurance. currier, a "muster" or "blanket" policy on the Condominium Project Phich is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the desards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Londer 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 Burrower are hereby suigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to

Borrower shall take such actions as may be reasonable in insure that the C. Public Liability Insurance. Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Londer.

The processes of any award or claim for damages, direct or consequential, payable to D. Condemnation. Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the

MULTISTATE CONDOMINIUM RIDER - Single Family - Funnie Mae/Freddle Mac UNIFORM INSTRUMENT

Pape Lot 2

1985-186(006) - 0018-281(212) - 8MHOR BOADTROM WAY

# 95768961

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unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

R. 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;

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 fluxers Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disburged 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 disburse near 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.

T. W. Suringer	
NARIA PURIA	(Scal) -Borrowe
<u> </u>	(Scal)
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C'/	(Scal)
	Вінтоме
てる	(Scai)
Ox	Borrowe
	Ö