SIYZOOSPINE 25 PREPARED BY: SHERRY TORRES GURNEE, II.

UNOFFICIAL COP

RECORD AND RETURN TO:

BANK OF NORTHERN ILLINOIS, N.A. 1313 NORTH DELANY ROAD GURNEE, ILLINOIS 60031

60031

95037861

12371

TH8008412

GAGE

THIS MORTGAGE Cocurity Instrument") is given on ZIYAD NACCASHA, JNMARRIED PERSON

**DECEMBER 15, 1994** 

. The mortgager is

("Borrower"). This Security Instrument is given to BANK OF NORTHERN ILLINOIS, M.A.

which is organized and existing under the laws of address is 1313 NORTH DELANY ROAL

THE UNITED STATES OF AMERICA

. and whose

GURNEE, ILLINOIS 60031 ("Lender"). Borrower owns Lender the principal sum of ONE HUNDRED SEVEN THOUSAND ONE PURDRED AND 00/100

Dollars (U.S. \$ 107,100.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full deht, if not paid earlier, due at it p yable on JANUARY 1, 2025 This Security Instrument secures to Lender: (a) the repayment of the clott 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 paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following

described property located in COOK

COUNTYS 502, 503, P 30 AND P-31 TOGETHER WITH 175 UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON ELEMENTS IN CITY TOWNE COMMONITUM, AS County, Illinois:

SAS-A DIPISION OF INTERCOUNTY SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

PEPT-01 RECORDING

\$41.50

17-09-102-038-1048

T#9999 TRAN 6825 01/18/95 09:04:00

\*-95-037861 44373 4 DAL COOK COUPLY RECORDER

525 NORTH HALSTED , CHICAGO which has the address of 60622

29 Code ("Property Address");

ILLINOIS-Single Femily-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 -BR(IL) (8406) Amended 5/97 VMF MDHTGAGE FORMS - 18001621-7281

3~ intials:

DPS 1089

2/150

ZHASHIKA

Property of Cook County Clerk's Office

TOOBTHER 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 sensed 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 Lander covenant and agree as follows:

 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 Londer, 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 Security 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 Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loss, if my 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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It see, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the account of Funds due on the basis of current data and reasonable estimates of expenditures of future tescrow Items or otherwise as a cordance with applicable law.

The Funds shall be held to an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such ar institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless because pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Porrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loss, unless applicable law provides otherwise. Unless an agreement is imade or applicable law requires interest to be paid, Lender, shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds aboving credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are phyloged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts pure ded 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 Increment, Lender shall promptly refund to Borrower any Funds held by Lender. It, under paragraph 21, Lender shall acquire or self 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 premits 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 due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liers. Borrower shall pay all taxes, assessments, charges, fines and repositions attributable to the Property which may attain priority over this Security Instrument, and Insuehold 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, Borrover shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Horrower shall promptly discharge any lien which has priority over this Security Instrument un east lorrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contact 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 tien an agreement satisfactory to Lender submanishing the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may site in priority over

Form 3014 8/90 DPS 1090

Property of Coot County Clert's Office

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Horrower shall promptly give to Lender all receipts of paid promines and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date 15 the monthly payments inferred to in paragraphs 1 and 2 or change the amount of the payments, if under paragraph 21 the Property is acquired by Lendor, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior in the acquisition shall pass to Lendor 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; Leaseholds. Borrower shall occupy, establish, an cuse the Property 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 writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are he and Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deterinrate, or commit waste on the Property. Borrower 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 forfaiture of the Property or otherwise materially impair the hen arrand by this Security Instrument or Lander's security interest. Borrower may cure such a default and reinstate, as provided in partir and 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes for feiture of the Borrower's interest in the Property or other material impatrment of the hen created by this Security Instrume. On Lendor's security interest. Borrower shall also be in default if Burrower, during the loan application process, gave materially take or maccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Horrower acquires fee title to the Property, the leasehold and the tee title shall not merge unless Londer agrees to the marrer in writing.

7. Protection of Lender's Rights in the Property. If Borrower faits In perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeitum or to enfine laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attornous' fees and entering on the Property to make repairs. Although Lor or may take action under this paragraph Lender does not have to do so.

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

8. Mortgage Insurance. If Leader 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 Lander lapses or ceases to be in effect, Borrower shall pay the remiums required to



Property of Coot County Clert's Office

obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance coverage is not available, florrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by florrower when the insurance coverage lapsed or counsel to be in effect. Lender will accept, use and retain these payments as a loss reserve in lies of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Impection. 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.

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 ficu 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 accured 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 accured by this Security instrument immediately before the taking, unless Borrower and Lander otherwise agree in writing, the sums accured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the stims secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property in mich 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 Parrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damager, Lurrower 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 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 naragraphs 1 and 2 or change the amount of such payments.

11. Burrower Not Released; Furhearance By Lender Not a Waiver. Extension of the time for payment or modification of smortization 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 Borrow or or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest in efficiency of extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and sadign, of Londer and Borrower, subject to the provisions of paragraph 17. Horrower's covenants and agreements shall be joint and averal. Any Borrower who co signs this Security Instrument but does not execute the Note: (a) is co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other florrower, may agree to extend, modify, furbear or make any accommodations with regard to the terms of this Security Instrument or t is Note without that Borrower's consent.

13. Luan Charges, If the loan secured by this Security Instrument is subject to flaw which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected in the become collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the scalar increasery to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded be maited limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the time 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. Nutices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Londer. Any notice to Lender shall be given by first class mail to

DPS 1092

Property of Cook County Clerk's Office

## DOMNT PROC SYST CHGO

Lendor's address stated herein or any other address Lendor designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Sorrower 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.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londer's prior written consent, Londer may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be expressed by Lender it 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 some secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lander may invoke any remedies permitted by this Security Instrument without further notice or domand on Burrewer.

18. Borrower's Right to Reinstate. If Borrower mosts certain conditions, Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may applify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (a) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which ther would be due under this Security Instrument and the Note as if no accoleration 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 lieu of this Security Institutiont, 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 rure graph 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 florrower. 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 side of the Note. If there is a change of the Loan Servicer, Horrower will be given written notice of the change in accordance with paragraph (4 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to witch payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Londor written notice of any investigation, claim, domand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property viru 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 remediation of any Hazardous Substance affecting the Property of necessary, Borrower shall 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 invironmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldohydo, and radioactive materials. As used in this paragraph 20, "finvironmental Law" means federal laws and laws of the jurisdiction where the Property is located that rolate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Burrower 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 partieraph 17 unless

> Form 3014 9/90 DPS 1093

•6R(IL) (MADIS)

Property of Cook County Clerk's Office

12371

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 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 defense 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 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 atturneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Londor 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.

Security Instrument,	the covenants and agreen the nents of this Security	ents of each such	rider shall be incorpo	Borrower and recorded tog rated into and shall amend of this Security Instrument.	and supplement
Adjustable F Graduated P Halloon Ride V.A. Rider	aynan' Aider	X Condominium Hanned Unit Rate Improve Other(B)   Spe	Development Rider ment Rider	1-4 Family Rider Biweekly Psyment I Second Home Rider	Kider
	<i>y</i>	C	·		
			e terms and covenant	contained in this Security	Instrument and
Witnesses:	ed by Borrower and reco	resa with ir.	12 0		
		0	ZIYAD NACCA		(Scal)
		0/	ZIYAD NACCA	SHA	Bette war
	AND THE SERVICE OF THE SECTION OF TH				
			<u> </u>		(Soal)
Appendiction of the second section of the section	Company of the second s	* ······	0,		Berre wor
			4		
		(Scal)			(Scal)
			9		-53116412
STATE OF ILLINO		_		ily ms:	
	CASILA, UNMARKII		Notary Public in and	for said county and state do	hernby Certify
			mmonally known to r	ne to be the same person(s)	whom name(s)
subscribed to the fore	going instrument, appear	ed before me this	day in person, sud acl	cnowled, red that	<b>FHE</b>
• • •	the said instrument as		ee and voluntary act,	for the uses and purposes th	erein set forth.
Civen unuer my	hand and official seal, th	1200	(Lay 6)	Dec.	1994
My Commission Exp	ires:		Hatara Butta	wey Mit	· La
This Instrument was p	presared by:		Notary value		)
•				r.	orm 3014 9/90
-BR(IL) (840h)	Page 6 of 6			•	DPS 1094
	**************************************	SEAL"			
	<ul> <li>Carolyn I</li> </ul>	Ritten 🕨			
		ite of Illinois >			
	my commission of	garas oggaptav 🥻 🧵			

Property of Cook County Clerk's Office

Charles and the feet of the feet

### RIDER - LEGAL DESCRIPTION

UNITS 502, 503, P-30 AND P-31 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CITY TOWNE CONDOMINTUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 85-175225 AND AS AMENDED AND RESTATED BY DOCUMENT NUMBER 91-574936 IN BLOCK 75 IN RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RY, 1
Clerk's Office IN COOK COUNTY, ILLINOIS.

17-09-102-038-1048

17-09-102-038-1049

17-09-102-038-1096

17-09-102-038-1095

Property of Cook County Clerk's Office

### ADJUSTABLE RATE RIDER

THIS	ADJUSTABLE P	RATE RIDER IS I	made this	15TH	day of	DECRMBER	ı.
1994	, and is incorpo	rated into and shi	all be deemed to ame	and and supple	ement the	Mortgago, Do	ed of Trust
or Security	Deed (the "Secu	inty Instrument"	') of the same date	given by the	undersig	med (the 'Bor	rower") to
recure Ban	ower's Adjustable	n Rate Note (the '	"Note") w				
BANK O	F NORTHERN	THITNOIS,	N.A.				

(the "Lander") of the same date and covering the property described in the Security Instrument and located at:

525 NORTH HALSTED, CHICAGO, ILLITNOTS 60622

Property Address	
THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AI MY MONTPLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGH PAYMENTS, DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.	
PAYMENTS. DETRICASES IN THE INTEREST HATE WILL RESULT IN LUWER PAYMENTS.	
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Secur	it.
Instrument, Borrowei and Lender further coverant and agree as follows:	,
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES	
The Note provides for an initial interest rate of 8,7500 %. The Note provides for change	ય
in the interest rate and the month by payments, as follows:	,
4. INTEREST RATE AND MON. HLY PAYMENT CHANGES	
(A) Change Dates	
The interest rate I will pay may change on the first day of JANUARY , 1998 , a	nd
on that day every 36 month the reafter. Each date on which my interest rate could change is called	1 :
"Change Date."	
(B) The Index	
Beginning with the first Change Date, my in erest rate will be based on an Index. The "Index" is:	
The Weekly average yield of the U.S. Treasury Securities Adjusted to a constant maturity of 3years.	
The most recent Index figure available as of the date: 18 45 days	
before each Change Date is called the "Current Index."	
If the index is no longer available, the Note Holder will chebra a new index that is based upon comparat	٥lc
information. The Note Holder will give me notice of this choice.	
(C) Calculation of Changes	

Before each Change Date, the Note Holder will calculate my new i sterest rate by adding TWO AND ONE HALF percentage point(s) ( 2.5000 %) to the Current Index.

The Note Holder will then round the result of this addition to the nearest care eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded aroun, will be try new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER -Single Family

CAN HARRE INCORPORT

Pagas(+≠2
-----------

WAR MURICIARI, FORMER - INCOMES 1-7381

Creso \*\*\*. (OBJOR/94) DPS 4933 contain. The

Property of Cook County Clerk's Office

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

(Pleare theck appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

(1) There will be no maximum limit on interest rate changes.

- [X] (2) The interest rate 1 am required to pay at the first Change Date will not be greater than 11.2500 % or less than 6.2500%.
- (3) My interest rate will never be increased or decreased on any single Change Date by main than TWO AND ONE HALF percentage point(s) ( 2.5000 %) from the rate of interest I have been paying for the preceding period.
- (4) My interest rate will never be greater than 14.7500 %, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment change again.

(F) Notice of Changes

The Note 30.6 will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and any the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE FOOPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 transferre i (i) if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lendei' poor 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 a lot he date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assemption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lander also may trying the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferre to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will consiste to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

It lender exercises the option to require immediate sayment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period at not less cara 30 days from the date the notice is delivered or uniled 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 in oke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

(tale Itidat.

ZIYAD NACCASHA	(Seal)	- 46	(Scal)
	(Sml) - Barrower	——————————————————————————————————————	(Scal)
·영영영화 (#304) @1	Page 2	of 2 Box (Skillery)	DPS 4934

Property of Coot County Clert's Office

and a

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made thin 15TH day of DECEMBER 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 Barrower's Note to BANK OF NORTHERN ILLINOIS, N.A.

(the "l.onder")

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

525 NORTH HALSTED, CHICAGO, ILLINOIS 60622 Property As

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

(the "Condomir jury Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Ass cirtion") holds title to property for the benefit or use of its members or shareholders, the Property also include Porrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM (OVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lander further coverant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constitutal Gocuments. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Conforminium Project; (ii) hy-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Huzard Insurance. So long as his proper Association quantums, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condumnum Project which is satisfactory to Londor and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended cuve age," then:
- (i) Leader waives the provision in Uni orm Covenant 2 for the monthly payment to Leader of the yearly promum metallments for hazard insurance on the Proporty; and
- (ii) Borrower's obligation under Uniform Covenant S to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required giverage is provided by the Owners Association policy.

Borrower shall give Londer prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds to neu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any process a parable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Schriffy Instrument, with any excess paid to Horrower.

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

MULTISTATE CONDOMINUM RIDER-Single Family-Famile Mea/Freddin Mac UNIFORM INSTRUMENT

Form 3140 9/60

·B istantol

Page 1 of 2 VMP MORTGAGE FORMER - (313)263-8 (00 - (600)62)-2281

DPS 2889 , 72V

Proberty of Coot County Clert's Office

- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, psyable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Horrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association: or
- (iv) any action which would have the effect of rendering the public hability insurance coverage maintains: 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 equants dishursed by Lender under this paragraph I 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 dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower . exuesting payment.

BY SIGNING BELOW, Joyrower accepts and agrees to the terms and provisions contained in this. Condominium

1) 6	(Scal)
VIYAD NACCASHA	-Eorrower
0/	(Soul)
0,	Berra Wer
	(Soul)
Property and 3	—#####################################

Aroperty of Cook County Clerk's Office



PREPARED BY:

BANK OF NORTHERN ILLINOIS, N.A.

1313 NORTH DELANY RD. GURNEE IL 60031
AND WHEN DECORDED MAIL TO

95037862

NAME

BANK OF NORTHERN TLLINOTS, N.A.

**ADDRESS** 

CITY &

1313 NORTH DELANY RD.

STATE **GURNEE 11, 60031** 

Loan # 12371



ABOVE THIS LINE FOR HECORDER'S USE

### Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to FIRST BANK MORTGAGE, 135 N. MERAMEC, CLAY FON, MO 63105 all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated December 15th. 1994 , executed by

ZIYAD I NACCASHA

*ት/ ክ*/ ካልታል / ካላካ

BANK OF NORTHERN ILLINOIS, N.A.

a corporation organized under the laws of THE UNITED STATES and whose principal place of business is

1313 NORTH DELANY RD CURNEE IL 60031 and recorded in Liber ្រាងខ្លួច(ន) Coot County C

COOK

County Records.

State of IL

described hereinafter as follows:

95037562

DEPT-01 RECORDING

\$23.50

TRAN 6825 01/18/95 09:04:00

\$274 + DW - \*-95-037862 CORK COUNTY RECORDER

ALSO KNOWN AS: 025 N. HALSTEAD #503&502, CHICAGO, IL

TOGETHER with the note or notes therein described or referred to, the money due and to become the figreen with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS LAKE COUNTY OF

before me, On December 15, 1994 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank H. Mynard known to me to be the President

and Michael I. Harris , known to me to be Vice President of the corporation harein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

Notary Public Sheni N. James

My Commission Expires (2.17/74

County, Lock Q

Mynard

Attest Vice President Its:

Witness:

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

OFFICIAL SEAL SHERRI TORRES TOTARY PUBLIC, STATE OF PUBLICIES My Commission Expires 12/07/97

Property of Cook County Clark's Office

95037862

PREPARED BY: SHERRI" TORRES GURNEE, II. 60031

RECORD AND RETURN TO:

BANK OF NORTHERN ILLINOIS, N.A. 1313 NORTH DELANY ROAD GURNEE, ILLINOIS 60031

95037861

12371

SIYZOOSYTING 30th

TH800841

SAS-A DIVISION OF INTERCOUNTY



THIS MORTGAGE ( Socurity Instrument") is given on ZIYAD NACCASHA, CP.MARRIED PERSON

DECRMHER 15, 1994

. The mortgager is

("Horrower"). This Security Instrument is given to BANK OF NORTHERN ILLINOIS N.A.

which is organized and existing under the laws of addinss is 1313 NORTH DELANY ROAL GURNEE, ILLINOTS 60031

THE UNITED STATES OF AMERICA

, and whose

("Londer"). Borrower owns Lender the principal sum of ONE HUNDRED SEVEN THOUSAND ONE HUNDRED AND 00/100

Dollars (U.S. \$ 107,100.00 This debt is evidenced by Borrower's note dated the same acts as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2025 This Security Instrument secures to Lender: (a) the repayment of the disht evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all aller sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Horrower does hereby in irtgage, grant and convey to Lender the following

described property located in COOK County, Illinois: UNITS 502, 503, P 30 AND P-31 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CITY TOWNE CONDOMINIUM, AS

SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

DEFI-01 RECORDING

\$41.50

17-09-102-038-1048

which has the address of

T#9990 TRAN 6825 01/18/95 09:04:00

\$4373 \$ DII #-95-057861 COOK COUPLY RECORDER

525 NORTH HALSTED , CHICAGO Zp Code ("Property Address");

60622 M.LINOIS-Single Family-FNMA/FHEMC UNIFORM INSTRUMENT Form 3014 9/90

GFIEL (9406) VMH MOREGAGE FORMS - (900)621-7281

Amended 5/91

DPS 1009

2/150

I ANTHALE.

Mr. Ja

Property of Cook County Clerk's Office

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenances, and fratures 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbared, 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 Lander 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, Borrowns shall pay to Louder on the day monthly payments are the 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 linn on the Property; (b) yearly leasehold payments or ground rents on the Property, it any; (c) yearly hazard or property insurance promiums; (d) yearly flood insurance premiums. if any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "liserow 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 load may require for Borrower's escrew account under the federal Rual Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 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 lesser amount. Lender may estimate the arrount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise it 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 high an institution) or in any Federal Home Loan Bank. Lender shall apply the Punds to pay the Escriw Items. Lander may not charge Borrower for holding and applying the Funds, annually snalyzing the escrow account, or verifying the liserow Itoms, unless Levist pays Borrower interest on the Funds and applicable law permits Leuder 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 bar, 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 florrower any interest or earnings on the Funds. Horrower and Lender may agree in writing, however, that interest shall be paid on the Punds. Lender shall give to Borrower, without charge, an annual accounting of the Funus, anowing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged on abitional security for all soms secured by this Security Instrument.

If the Funds held by Lender exceed the amounts perioded 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 Escrew Homs when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Londer the amount necessary to make up the definency. 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 inscriment, Lender shall promptly refund to Borrower any Funds held by Lender. It, under paragraph 21, Lender shall acquire or elethe Proporty, 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 Socurity Instrument.

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

4. Charges; Liens. Burrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain pricertly over this Security Instrument, and issuehold payments or ground cents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrover shall pay them on time directly to the person awed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Horrower makes these payments directly, Borrower shall promptly furnish to Lender receipts andereng the payments.

Horrower shall promptly discharge any tien which has priority over this Security Instrument on east Forrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) continue in good faith the lien by, or defends against enforcement of the lim in, legal processings which in the Lendon's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the hen an agreement satisfactory to Lander submitting the lien to this Security Instrument. If Lendor determines that any part of the Property is subject to a lien which may attalk priority over

Property of Coot County Clert's Office

this Security Instrument, Lander may give Borrower a notice identifying the line. Borrower shall satisfy the line or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Louder shall have the right to hold the policies and cenewals. If Lender requires, Horrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lander may make proof of loss if not made promptly by Borrownr.

Unless Lemier and Borrower otherwise agree in writing, insurance processls shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lander's accurity would be feasened, the unsurance proceeds shall be applied to the aurus secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Londer that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Securio Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Londer and Horrower otherwise agree in writing, any application of proceeds to principal shall not extend or posipone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, if under paragraph 21 the I roverty is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property price to the acquisition shall pass to Lendor to the extent of the sums secured by this Security Instrument immediately prior to the acquistron.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, an Case the Property as Borrower's principal residence within sixty days after the execution of this Security Institution and shall continue to occupy the Property as Harrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are o'youd Borrown's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or circuit waste on the Property. Borrower shall be in default if any torfeiture action or proceeding, whether civil or criminal, is bogun that in London's good faith judgment could result in forfaiture of the Property or otherwise materially impair the hen cree of by this Security Instrument or Londer's security interest. Borrower may cure such a default and reinstate, as provided in parkgraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes to titure of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lendor's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially later or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property is a principal residence. If this Security Instrument is on a leasahold. Borrown shall comply with all the provisions of the ir se. If Borrower acquires foe title to the Property, the leasehold and the lee title shall not merge unless Londer agrees to the margor in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in hankruptcy, probate, for condemnation or forfeitum or to enforce large or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any soms secured by a lien which has priority over this Security instrument, appearing in court, paying coasonable attorneys' fees and entering on the Property to make repairs. Although Lentur may take action under this paragraph Lander does not have to do sec.

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

8. Mortgage Insurance. If Leader required mortgage insurance as a condition of making the lone as until by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. W. For any reason, the mortgage insurance coverage required by Lender lapses or coases to be in effect, Borrower shall pay the premiums required to

Form 3014 9/90

-08(IL) (840A)

Property of Coot County Clert's Office

....

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Horrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Horrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or consect to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in offset, 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. Londer or its agent may make reasonable entries upon and inspections of the Property. Londer shall give

Borrower notice at the time of or prior to an inspection 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 furthy 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 Society Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums boured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any behance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Properly immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and I inder 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 shandoned by Borrower, or if, after notice by Lendor to Borrower that the condemnior offers to make an award or settle a claim for damage., Horrower 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, whethar or not then due.

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

11. Burrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of amortization of the sums secured by this Security in frument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of affine to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reacon 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 Loability; Co-signers. The covenants and agreements of this Security Instrument shall hind and benefit the successors and assign of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint in several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co signing this Security in trument 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 Londor and any other dorrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Bornwer'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 loan charges collected in be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the rino int 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 recliction will be treated as a pertial 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 use Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

urm 3014 9/90

-6R(IL) 184061

prs 1072

Property of Cook County Clerk's Office

388 dol.

DEMNT PROC SYST-CHOO

Lendor's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security firstrument 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 offset without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a heneficial 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 Lender if exercise is prohibited by federal law as of the date at this Socurity Instrument.

If Lander 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 Horrower fails to pay these sums prior to the expiration of this period, Londer may invoke any remedies permitted by this Security Instrument without further natice or domand on Bossower.

18. Burrower's Right to Reinstate. If florrower meets certain conditions, Borrower shall have the right to have enforcement of this Sourity instrument discontinued at any time prior to the earlier of: (a) S 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 (a) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) jusys Lender all sums which if en would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any offer covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, respinable atturneys' fees; and (d) takes such action as Lander may reasonably require to assure that the lies 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 magraph 17.

19. Sale of Note; Change of Loan Se vicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without rim 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 rate of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accombance with the mane 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 of point the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone class 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 and are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governments) 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 remediation of any Hazardous Substance affecting the Prope ty is recessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this puragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by invironmental Law and the following substances: gasoline, kerosene, other flammable of toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehydo, and radioactive materials. As used in this paragraph 20, "Sovironmental Law" means 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 Dorrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under pa agraph 17 unless

> Form 3014 9/80 DPS 1093

-GRILL) 1840E1

Property of Cook County Clerk's Office

### DOMNI PHOC SYST CHOO 12371

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 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 defense 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 suns secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial princeeding. 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' fers and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Leader 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 examption in the Property.

My Commiss on Expires 6/25/97 b

Security Instrument, the covenants and agr.   Check applicable box	ne covenants and agn on onth of this Securi [m]	coments of each such rider shall be incoments of each such rider(s) were so	
X Adjustable Ra Graduated Pa Ballion Rider V.A. Rider	yment filder	X Condominium Rider Planned Unit Development Rid Rate Improvement Rider Other(s) [specify]	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BI			names contained in this Security Instrument and
Witnesses:	,		(Scal)
	and a submitted of the	1	(Soai)
	***************************************		-Borro way
		(Scal)	(Soal)
		Barrawar	Berre war
STATE OF ILLINOL  I,  that ZIYAD NACC			County 86: and for said county and state do hereby certify
subscribed to the foreg		cared before me this day in person, and	to me to be the same person(s) whose name(s) i acknowledged that he SHE set, for the uses and perposes therein set forth.
-111	nand and official soal		Dea - 1994
My Commission Expir	<b>cs</b> ;	Netary Public	emacy ( title
This Instrument was pr	epared by:		
-BR(IL) (940K)	Page 5 of 5	•	Fürm 3014 - 9/90 DFS 1094
•		AL SEAL"	V 10 1474
	← Carolyi	n Ritten	

Property of Cook County Clerk's Office

and the state of t

### RIDER - LEGAL DESCRIPTION

UNITS 502, 503, P 30 AND P-31 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CITY TOWNE CONDOMINTUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 85-175225 AND AS AMENDED AND RESTATED BY DOCUMENT NUMBER 91-574936 IN BLOCK 75 IN RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO OF SECTION PLANTA OF COOK COUNTY CLOSER'S OFFICE 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

17-09-102-038-1048

17-09-102-038-1049

17-09-102-038-1096

17-09-102-038-1095

Property of Cook County Clerk's Office

### ADJUSTABLE RATE RIDER

THIS	<b>ADJUSTAB</b>	IIR BATE RII	ER is made	this	15TH	day of	DECRMBER	
					mend and supple			
					te given by the	undersig	and (the *Borr	erwer") to
secure Borr	ower'n Adju	nishin Rate No	to (the "Not	o*) to				
BANK OI	F NORTHE	ERN TIATN	OIS, N.	Λ.				

(the "Lander") of the same date and covering the property described in the Security Instrument and located at:

525 NORTH HALSTED, CHICAGO, THITNOTS

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTPLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS, DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security

The state of the s	A COMPANY OF SECTION O	Resemble transfer or other	
Instrument, Horrow r and Lander further covenant and agree as:	follows:		
A. INTEREST RATE (NI) MONTHLY PAYMENT CHANG	GES		
The Note provides for an initial interest rate of	8.7500	%. The Note provides for	changes
in the interest rate and the monthly psyments, as follows:		·	-
4. INTEREST RATE AND MONTHLY PAYMENT CHANG	ES		
(A) Change Dates			
The interest rate I will pay may thange on the first day of	JANUARY	, 1998	, and
on that day every 36 mon'n thereafter. Rach date	on which my is	sterest rate could change is	called a
"Change Date."  (B) The Index	_	•	
Beginning with the first Change Date, my interest rate will	ha hanad on an	Index The Oladon !! in-	
ingitting with the tractional result by the carrier and	(X OEMOS OIL MI	index. the finex is.	
The Weekly average yield of the U.S. Treasury Securities Adjust	led to a constan	t meturity of 3	уожи.
The most recent index figure available as of the date: $\{X\}$	45 days		
before such Change Date is called the "Current Index."	)		
If the Index is no longer available, the Note Holder will a	ni Wor a orox in	doz that is hasixl upon con	nparable
information. The Note Holder will give me notice of this choice.			

(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND

ONE RALIF percentage point(s) ( 2.5000 %) to the Current Index.

The Note Holder will then round the result of this addition to the nearest acceptable of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded a court will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER Single Family

HELEFORM SHEETE COLUMN

Page 1 of 2 MAP MORNBARD FORMB ( 0000021-7261

DPS 4933 trottete. T. J.

Property of Coot County Clert's Office

The Note Holder will then determine the amount of the mouthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest tain in substantially equal payments. The result of this calculation will be the new amount of my monthly քայարում.

(D)	Limits	an i	Interest	Rute	Changes
-----	--------	------	----------	------	---------

(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

(1) There will be no maximum limit on interest rate changes.

- (2) The interest rate I am required to pay at the first Change Date will not be greater than 6.2500%. 11.2500 % or less than
- X (3) My interest rate will mover be increased or decreased on any single Change Date by more than TWO AND ONE HALF percentage point(s) ( 2.5000%) from the rate of interest I have been paying for the preceding period.
- 14.7500 %, which is called the (4) My interest rate will never be greater than "Maximum Rate,"

### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
(F) Notice of Changes

The Note Walfer will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to he given me and are, the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE FROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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', coor 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 at of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Londer information required by Lender to evaluate the intended transferce as if a new loan were being major; the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may try on; the transferce to sign an assumption agreement that is acceptable to Londor and that obligates the transferti to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Horrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accolumnton. The notice shall provide a period of not less car. To 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 nyske any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

<b>€ 1998</b> (#384) ()	Page 3	vi 2 hav generally DPN 4934	
	- Barrawer	-Borrewa	,
	(Seat)	(Scal)	
ZYYAD NACCASHA	-Romawer	Battawa	r
11 1	(Seal)	(Scal)	

Property of Coot County Clert's Office

4.4

# NÖFFICIÄL CÖF

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15TH day of DECEMBER 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 Nate to BANK OF NORTHERN ILLINOIS, N.A.

(the "Lander")

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

525 NORTH HALSTED, CHICAGO, ILLINOIS 60622 Property Add

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

(the "Condom ni) in Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Arabe ation") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and I saider further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituer, Documents, The "Constituent Documents" are the: (i) Declaration or any other document which creates the Caralymanum Project; (ii) hy-faws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominuum Project which is autofactory to Lender and which provides insurance coverage in the auxounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended loverage," then:

(i) Lender waives the provision in Un form Covenant 2 for the monthly payment to Lender of the yearly promum installments for hazard insurance on the Proporty; and

(ii) Borrower's obligation under Uniform Carament 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required severage is provided by the Owners Association policy

Borrower shall give Lender prompt notice of any lapse in ruly ired hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds to lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any process a payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Ligbility Insurance. Borrower shall take such actions as my, or reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable a form, amount, and extent of coverage to Lander.

MULTISTATE CONDOMISHUM RIDER-Single Family-Fennie Mac/Fraddle Mac UNIFORM INSTRUMENT

Form 3140 B/80

DPS 3,889



Page 1 of 2 VMP MONTGAGE FORMS - (313)283-8100 - (800)621-7281

Property of Cook County Clerk's Office

...

### DOMNT PROC SYST CHOO JNOFFICIAL COP

- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, psyable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Horrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public hability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Verwidies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any arguints dishursed 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 dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrowe, requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this. Condominium Rider.

TYAD NACCASHA	(Scal)
0 <sub>f</sub>	(Scal)
<u>C</u>	(Soul)
	(Sual) -Borrage
76	
Opposition	DPS 2890
Pages 3 of 3	Form 3145 8/80

-81 ju tonji d t

Property of Cook County Clerk's Office