

UNOFFICIAL COPY

95-88140

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RECORD AND RETURN TO:

OLD KENT MORTGAGE COMPANY
28 NORTH GROVE AVENUE
ELGIN, ILLINOIS 60120

DEPT-01 RECORDING

\$37.00

Prepared by:
CHUCK HDAQ
CHICAGO, IL 60614

T40012 TRAN 4700 06/15/95 10:09:00
#4392 § J.J. *-95-388140
COOK COUNTY RECORDER

0845129

[Space Above This Line For Recording Data]

MORTGAGE

37.00

THIS MORTGAGE ("Security Instrument") is given on JUNE 7, 1995
ROBIN M. WITT, DIVORCED AND NOT SINCE REMARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to
MID TOWN BANK AND TRUST COMPANY OF CHICAGO

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 2021 NORTH CLARK STREET
CHICAGO, ILLINOIS 60614
("Lender"). Borrower owes Lender the principal sum of
FIFTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 55,000.00).

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 debt, if not paid earlier, due and payable on JULY 1, 2015. This Security Instrument secures to Lender: (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 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 County, Illinois:

UNIT 1464-1, IN THE BERWYN MANOR CONDOMINIUM AS DELINEATED ON THE PLAT
OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION.

14-08-117-027-0000

which has the address of 1464 WEST BERWYN-UNIT 1, CHICAGO
Illinois 60640

Street, City,

Zip Code ("Property Address"):

ILLINOIS Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 6/91
VMP MORTGAGE FORMS • (800)621-7291
Initials: R.M.W.

BOX 333-CTI

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Discharge of Security: The Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) contest(s) in good faith the lien agreement of the parties to the instrument or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing the lien to be discharged of the lien or (d) settles against the holder of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or (e) settles from the holder of the lien an agreement satisfactory to Lender authorizing the lien to be discharged of the lien.

should, to implement due diligence, to any late changes due under the Note.

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 paragraphs 1 and 2;

for a more detailed description of the instrument, see the following section.

If upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 21, under paragraph 22, under this instrument or sold the property, Lender prior to the conveyance of the property, shall apply any funds held by Lender at the time of acquisition of title as a credit against the sum secured by

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Item 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.

¹Extreme forms of otherwise illegal conduct with applicable law.

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.

variations by tourists to constitute a uniform security instead need property.

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.

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

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender'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, Borrower 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. 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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums 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 Lender 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 Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, 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; Leaseholds. Borrower shall occupy, establish, and use 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 beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, 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 Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false 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 as 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 Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger 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 legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enfore 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender 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 required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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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 otherwise 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

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 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 loan charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be retained to the permitted limits, and (c) any sums already collected by reducing the principal owed under the Note or by making a prepayment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Under any choose to make this refund by reducing the principal owed under the Note or by making a prepayment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower.

make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The governments and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 17. Borrower's successors and assigns shall be joint and several. Any debtor who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, notwithstanding any agreement to the contrary.

¹² Successors and Assignees Bound; Joint and Several Liability; Co-signers. The governments and agreements of this

11. Borrower Not Responsible For Delays - *Whether, Extension of the time for payment of modified iteration of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be affected by any delay in exercising any right or remedy shall not be a waiver of or preclude the successions in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the successions in interest.*

(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 paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower or it, after notice by Lender to Borrower that the demandor 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, either to restoration or repair of the Property or to the sums awarded by this Section unless otherwise set forth above.

tasking, 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.

before the taking. Any balance shall be paid to Borrower in the event of a partial taking of the Property in which the rate

this Security Instrument shall be required 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

Secondly, instrument or equipment before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this

In the event of a total lossage of the property, the fixtures shall be applied to the sums secured by this

condemnation or other takings of any part of the Property, or for convenience in time of condemnation, are hereby reserved and shall be paid to lender.

10. (Undemanded) The proceeds of any award or claim for damages, direct or consequential, in connection with any provision or otherwise at the time of filing to the specification specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall give thirty days in advance written notice to an inspection service to make reasonable cause for the inspection.

the premium required to maintain mortality insurance in effect, or to provide a loss reserve, until the reinsurance for mortality ends in accordance with any written agreement between Borrower and Lender or applicable law.

be in effect, Lender will accept, use and retain these pay-throughs as it sees fit, subject to the terms of this Agreement.

Subsequently, each additional mortgagee insures coverage in the amount of the additional debt held by each holder.

obtain coverage substantially equivalent to the mortgagor's insurance previously in effect, at a cost substantially equivalent to the amortizable principal paid by the Lender.

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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.

16. Borrower'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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

DPS 1093

2010-6911L (0404)

Page 6 of 9 Form 3014 9/90

Initials: R.M.W

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DPS 1094

Form 3014 9/90

Notary Public

"OFFICIAL SEAL"

Kristina Edischkin
Notary Public, State of Illinois
My Commission Expires 8/1/95

GRILL JOURNAL

Given under my hand and official seal, this 14 day of June, 1995
Signed and delivered to the said instrument as HIS HER free and voluntary act, for the uses and purposes therein set forth,
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she
(personally known to me to be the same person(s) whose name(s)
Karen

that ROBIN M. WITT, DIVORCED AND NOT SINCE REMARRIED
I, N. E. Edischkin, COOK
County assessor
-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

ROBIN M. WITT
Q24-377 (LLW)
(Seal)

Witnesses:

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

- [Check applicable boxes] 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
 Adjustable Rate Rider Biweekly Payment Rider
 Biweekly Payment Rider Fixed Development Rider
 Fixed Development Rider Home Improvement Rider
 balloon Rider Second Home Rider
 Other(s) [Specify]

25. Rider(s) and agreeable to Borrower, Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Lender shall pay any recordation costs.

26. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
non-excessive of a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on
maturity Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(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
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 7TH day of JUNE, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
**MID TOWN BANK AND TRUST
COMPANY OF CHICAGO**

(the "Lender")

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

1464 WEST BERWYN-UNIT 1, CHICAGO, ILLINOIS 60640

Property Address

The Property includes, but not limited to, together with an undivided interest in the common elements of, a condominium project known as:

THE BERWYN MANOR CONDOMINIUM

Name of Condominium Project

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

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

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

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

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

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

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Form 3140-9/90
DMS 2890

Page 2 of 2

8-91366-91

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

ROBIN M. WITT

Q.M. 11/14

Kinder
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Note.

F. Remedies if Borrower does not pay Conditional Note and assessments when due, then Lender may pay him/her to Borrower requesting payment.

Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument unless Borrower and Lender agree to other terms of payment, these amounts shall be held interest from the date of disbursement until paid in full, with interest, upon notice from Lender to Borrower requiring payment.

(i) any action which would have the effect of rendering the public liability insurance coverage unenforceable by the owners Association unacceptable to Lender.

(ii) termination of professional management and assumption of self-management of the Owners Association by Lender.

(iii) any amendment to any provision of the Conditional Note or the provision is for the express taking by cancellation or elimination:

(i) the abandonment or termination of the Conditional Note by fire or other casualty or in the case of a termination required by law in the case of substantial destruction by fire or other casualty or in the case of a

written consent, either partition or subdivision the Property or consent to:

E. Lender's First Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Limited Covenant 10,

Borrower in connection with any condensation or other taking of all or any part of the Property, whether or of the common elements, or for any convenience in lieu of condominium, 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 paid to Lender.

D. Indemnification. The proceeds of any award or claim for damages, direct or consequential, payable to

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RIDER - LEGAL DESCRIPTION

UNIT 1464-1, IN THE BERWYN MANOR CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
THE EAST 20 FEET OF LOT 48 AND ALL OF LOTS 49 AND 50 IN BLOCK 2 IN ZERO PARK SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 IN S. H. KERFOOT'S RESUBDIVISION OF LOTS 1 TO 20 BOTH INCLUSIVE IN LOUIS E. HENRY'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 95117105, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

14-08-117-027-0000

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DPS 049

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Property of Cook County Clerk's Office