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Citicorp Mortgage, Inc. P.O. Box 790021

M.S. 321

St. Louis, MO 63179-0021

Attn: Document Collection



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COOK COUNTY RECORDER

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#### MORTGAGE

THIS MORTO OF "Security Instrument", is given on JULY 5, 1996.
The mortgagor is QILCTS DURGERS AND TIAL BUT GESS, HUSBAND AND WIFE  AS JOINT TENANTS
("Borrowar"). This Sucurity Instrument is given to CIT BANK F.B.B.
which is organized and existing under the laws of THE UNITED STATES OF AMERICA
and whose address is 12855 NORTY QUYER FOITY DRIVE ST LOUIS MISSOURI 63141: ("Londer").
florrower owen Lender the principal suit of Sixty Thrite Thousand Two Hundred and 00/100
Dollars (U.S. \$ 03,300,09 This dobt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides to mentily payments, with the full debt, if not paid earlier, due and payable on
AUGUST 1, 2026
of the debt evidenced by the Note, with interest, and Wishnewals, 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 Lander the following described property located in
COUNTY, Ill'nois:
70

UNIT 29 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELIMENTS IN LUNT LAND CONDOLINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25400665, IN THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE FRACTIONAL NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 11-32-114-033-1005

which has the address of 1231 W LUNI

Illinois 60626

("Property Address");

Form 3014

ILLINOIS - Sing a Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT GF9 Form G0000 22 (5108)

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Property of Coot County Clerk's Office

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covanant 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, Borrowar 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 assertine its which may attain priority over this Sacurity 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 promiums, if any; (a) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrowar 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 loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at seq. ("RESPA"), unless another law that applies to the Funds as a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the besits of current data and reasonable estimates of expenditures of future Estrow Items or otherwise in accordance with applicable law.

The Funds shall be hold in an institution whose deposite are insured by a federal agency, instrumentality, or entity (including Lender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrown for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lander pays borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Darrower to pay a one-time charge for an independent real estate tax reporting service used by Lander in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Ender 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lander exceed the amounts permitted to be held by applicable law, Lender shall account to Borrowir for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lander at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such class Borrower shall pay to Lander the amount necessary to make up the deliciency. Borrower shall make up the deliciency in no more than twelve monthly phymonts, at Lander's acle discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly relicited to Borrower any Funds held by Lender. It, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale as a credit or sine the sums secured by this Security Instrument.

- 14. Application of Payments. Unless applicable law provides otherwise, all payments received by fiender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under payapha; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- c. Charges; Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them an time directly to the purson owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be puter under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evid incing the payments.

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

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agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lander; (b) contests in good faith the lien by, or delends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a tien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Horrower 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.

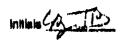
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promitims and renewal notices. In the event of 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 leasible and Lender's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, the insurance proceeds shall be applied to the surns 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 reflect 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 (gree 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. It 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 place to Lender to the extent of the auma secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Legesholds. Borrower shall occupy, establish, and use the Property as Borrower principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property is Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in willing, 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 wasta on the Property. Borrower shall be in default if any fortesture action or proceeding, whether civil or criminal, is begun that if 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 disminsed with a ruling that, in Lender's good faith determination, precludes forfoliure 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 instribilly slee or inaccurate information or statements to Lender (or failed to provide Lander 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 Londer agrees to the merger in writing.
- 7. Protection of Lender's Flights in the Property. If Borrower fails to perform the covariants 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 enforce lews 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, appraising in court, paying reasonable attornays' fees and enturing 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 accured by this



Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrover 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate chartgage insurance previously in effect, from an alternate chartgage insurance approved by Londer. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Londer each month a sum equal to the yearly mortgage insurance premium being paid by Borrower whim the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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. Forcewer shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the forcewer shall pay the premiums required to maintain mortgage insurance in offect, or to provide a loss reserve, until the forcewer shall pay the premiums required in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. 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 fleu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a pertial taking of the Property in which the fair market value of the Property in mediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately be one the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lendar to Borrower that the condemnor riffers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 50 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 than due.

Unless Lendur and Borrowei otherwise agree in writing, any application of processis to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrover Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lander to say successor in interest of Borrover shall not operate to release the liability of the original Borrover or Borrover's successors in linerest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand mad(x); the original Borrover's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant end convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the No e without that Borrower's consent.
  - 13, Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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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 riduce the charge to the permitted limit; and (b) any sums already collected from Barrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class multimess applicable law requires use of another method. The notice shall be directed to the Property radress or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by lederal 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 care 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 Cany, 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 Borrowerf all or any part of the Property or any interest in it is took or transferred (or if a buneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Under may, at its option, require immediate payment in full of till sums secured by this Security Instrument. However, this option should not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

- 18. Borrower's Right to Reinstate. If Borrower made a ultain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 6 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 Lendor 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 such as one colleration 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 (togother 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 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 I.aw. 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 remodiation of any Hazardous Substance affecting the Property is necessary. Borrower shall

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Loan No. 6543900219

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum producte. toxic posticides 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 Lenger further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrover prior to acceleration following Borrover's breach of any covenant or agreement in this Security instrument but not prior to acceleration under paragraph 17 unless applies bis taw provides otherwise). The notice shall specify: (a) the default; (b) the action required to gure the default; (c) a date, not less than 30 days from the date the notice is given to Eurrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the million 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-existings of a default or any other defense of Borrowor to acceleration and foreclosure. If the default is not gured on or before the date epecified in the notice, Lander at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and n'explose this Security Instrument by judicial proceeding. Lander shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon an ment of all sums secured by this Socurity Instrument, Lender whall release this Security Instrument without charge to Born-wer. Borrower shall pay any recordation costs.
  - 23. Walver of Homestead. Bo rewor waives all right of homestead exemption in the Property.
- If one or more riders are executed by Borrower and recorded together 24. Riders to this Security Instrument. with this Socurity Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend

Instrument. [Check applicable box(ea)]		produce.
Adjustable Rate Rider	Concominium Rider	1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	Biweekly Payment Ridor
Bulloon Bidar	Hate Improvement Ridar	Sucond Home Rider
Other(s) [specify]		
Quoon remaind BELOW, Borrower and und right (a) websteed by Borrower and Witnesses:	of and agrees to the terms and covenints of records if with it.	<b>/</b> /_
	CEDRIC BURGESS	(laed) - ilouvor
	Called A Dun	(Seal) Borrower
	TIA L BURGESS	C TOMORWI
	TIA L BUNGEBS	- Bornwer

Form 3014

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Space Below Trils Line For Acknowledgment]			
STATE OF ILLINOIS, COOK hereby certify that CEDRIC BURGESS AND			
before me this day in person, and acknowledgree and voluntary sat, for the uses and purpo			
Given under my hand and official soal, this 5  My Commission expires:			
This instrument was prepared by: CITIBANK, F.S.B. 12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141-	Germaine R. Reamer Notary Public, State of Illinois My Semmission Expires 12/28/96		
	T COUNTY CIEPTS		
	Clarks		

Loan Number: 6543900219

#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this \$771 day of JULY, 1985 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
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1231 W LUNT, CHICAGO, ILUNOIS 60020.
(Property Address)
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
LUNT LANE CONCOMINIUM
[Hann of Condonnium 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 Centre Association and the uses, proceeds and benefits of Horrower's interest.

CONDOMINIUM COVENZITS. 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.
- 8. Hazard Insurance. So long as the Ovine's Association maintains, with a gainerally accepted insurance carrier, a "master" or "planket" policy on the Condominium Preject 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 Coveriers? for the monthly payment to Lender of one-twelfth 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 porcever are troreby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any orders paid to Borrower.

- C. Public Liability insurance. Borrower shall take such actions as may be reconside to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extended coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyence in lieu of condemnation, are hereby assigned and shall be paid to Leguer. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Coversm 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender sprior swritten 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;
- ;noltquisses arenwO ent to inemaganam-lies for notigmusse bas inemaganam lanoissesoro to noturiment (iii)
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

MULTISTATE CONDOMINIUM FIDER - Single Family - Fannie Mae/Freddie Mac UNIPOPM INSTRUMENT GFS Form G000354 Form 3140 9/90 (/

Form 3140 9/90 (page 1 of 2 pages)

· 'C0003'

F. Remedies. If Sorrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this puragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

	CEDRIC BURGESS	(Seal
Opony.	TIAL BURGESS	. (Sea
Joyc C.	CEDRIC BURGESS TIA L BURGESS	· (Saal
		-Borrowe
·	OUNK	•
	Clark	•
		Sc.
		Co