

UNOFFICIAL COPY

RECORD AND RETURN TO:
PREFERRED MORTGAGE
ASSOCIATES, LTD.
3030 FINLEY ROAD-SUITE 104
DOWNERS GROVE, ILLINOIS 60515

86906271

Prepared by:
H. A. DAVIS,
DOWNERS GROVE, IL 60515

MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 26, 1996 . The mortgagor is JAMES CRUMP AND DONNA HACHIYA, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to PREFERRED MORTGAGE ASSOCIATES, LTD.,

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 3030 FINLEY ROAD-SUITE 104
DOWNERS GROVE, ILLINOIS 60515 (*Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINETY TWO THOUSAND AND 00/100

Dollars (U.S. \$ 192,000.00).

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 DECEMBER 1, 2026 . 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:

PARCEL 1: UNIT 320 IN LINCOLN LOFTS CONDOMINIUMS, AS DELINEATED ON THE SURVEY OF LOTS 3 THROUGH 13, INCLUSIVE, IN JOHN P. ALTGELD'S SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-29-100-002
14-29-100-003

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AMERICAN TITLE C/L # C173481m/
3963

which has the address of 3154 N. LINCOLN AVENUE-UNIT 320 , CHICAGO Street, City ,
Illinois 60657 Zip Code ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91
SBRIL (19802)

DPS 1089

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Borrower shall prominently over the 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) consents in good faith the lien is enforced against or defers enforcement of the instrument of title in good faith to prevent the Lender's option to foreclose on the instrument of title; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect other

d. Charges; Liens, Borrower shall pay all taxes, assessments, charges, times 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 on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by [] under paragraphs 1 and 2 shall be applied first to any payment due under the Note; second, to amounts payable under paragraph 2;

Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader at any time is not sufficient to pay the Extraordinary Items when due, Leader may so notify Borrower in writing, and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency in no more than twelve months after payment, at Leader's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurmountability, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Bonhower for holding and applying the Funds, annuallyanalyzing the escrow account, or verifying the Escrow Items, unless Lender pays for other interest on the Funds and applies law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate law reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that after a bill is 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 debt is to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

7. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, 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 of 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 "Fees" or "Fees and Costs".

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount provided for a related mortgage loans, may require for Borrower's 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. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

Lender may estimate the amount of current data and reasonable estimates of expenditures of future

principal of and interest on the debt evidenced by the Note and my preparation and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

Grant and convey the Property and that the title to 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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower 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 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. 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. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then 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 paragraphs 1 and 2 or change the amount of such payments.

11. Borrower 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 Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey 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 Note 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 charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

JCD
Intake: [Signature]

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DPS 1091

8. Mortgage Insurance. If Lender requires 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 coverage required by Lender ceases to be in effect, Borrower shall pay the premiums required to

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 requiring

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 enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property.

Unless Lender and Co., recover otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the note initially payable referred to in paragraph 1 and 2 or change the amount of the payment. 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.

Unless Lessee Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied; restoration of report or damage, if the restoration or repair is economically feasible and Lender's security is not released. If the restoration or repair is not economically feasible or repair is not then due, The 30-day period will begin when the notice is given.

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

All insurance policies and renewals shall be acceptable to Leader and shall include a standard moratorium clause. Leader shall have the right to hold the policies and renewals until payment is received by Borrower.

3. Insurance or liability insurance. Borrower shall keep its liability insurance now existing or hereafter executed or issued by fire, hazards included within the term "extended coverage," and any other hazards, property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, for which lender requires insurance. This insurance shall be maintained in the amounts and for the periods boards or flooding, for which lender requires insurance. The insurance carrier providing the insurance coverage to protect lender's rights in the property in accordance with paragraph 7.

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

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NON-UNIFORM COVRNANINS; 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

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the Property. Borrower shall use its reasonable efforts to cooperate with Lender in investigating such claims and demands.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or any other materials which are dangerous to health or safety or which may pollute the environment.

19. Sale of Notes: 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 4 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. This notice will also advise of the consequences of the change in the Note. If there is a change of the Loan Servicer, Borrower 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 which payments should be made. This notice will also advise of the consequences of the change in the Note.

18. BORROWER'S OBLIGATION TO REINSTATE. If Borrower misses certain contingencies, Borrower shall have the right to have enforcement of this Security Instrument suspended at any time prior to the earlier of: (a) 5 days (or such other period as applicable to 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: (a) pays all sums which item would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays all expenses of any other collection or enforcement action; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lender may reasonably require to assure that the loan of this Security Instrument matures; (e) pays all reasonable attorney's fees; and (f) takes such action by Borrower as is necessary to reinstate the obligation secured hereby shall remain fully effective, as if no acceleration had occurred. However, this Section 18 does not apply in the case of acceleration under paragraph 17.

11. Lender exercises due 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 without further notice or demand by Borrower.

is sold or transferred (or if a beneficial interest in bonds or power is sold or transferred and borrowed 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.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or my interest in it

13. **Coverting Law**: 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 of clause 12 or the Note is held invalid, such conflict shall not affect other provisions of this Security Instrument or the Note which can be construed with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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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 attorneys' fees and costs of title evidence.

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

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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

James Crump
JAMES CRUMP

(Seal)

-Borrower

Donna Hachiya
DONNA HACHIYA

(Seal)

-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS, COOK

County ss:

I, *The undersigned*,
that JAMES CRUMP AND DONNA HACHIYA, HUSBAND AND WIFE

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

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *November 13, 1990*.

My Commission Expires:

OFFICIAL SEAL
LYNN LISKIEWICZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jan. 28, 1998

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 26TH day of NOVEMBER, 1996, 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
**PREFERRED MORTGAGE
ASSOCIATES, LTD.**

(the "Lender")

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

3154 N. LINCOLN AVENUE-UNIT 320, CHICAGO, ILLINOIS 60657

Property Address

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

LINCOLN LOFTS 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.

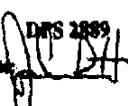
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3140 9/90

UVMF -3 (8108)01

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DRS 2889
Initials: 

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Form 3140 9/90
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DPS 2890

LMW-B-19709101

-Borrower
(Seal)
-Borrower
(Seal)
-Borrower
(Seal)
-Borrower
(Seal)
-Borrower
(Seal)

DONNA HACHIVY
JAMES T. CRONE

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

E. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security Instrument. Lender and Borrower 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.

F. Association which would have the effect of rendering the public liability insurance coverage unavailable by the Association unacceptable to Lender.

(ii) Any termination of professional management and assumption of self-management of the Owner Association or
(iii) Termination of any provision of the Constitution Documents if the provision is for the express benefit of Lender;

(iv) Any amendment to any provision of the Constitution Documents if the provision is for the express purpose of eliminating or reducing the Lender's Prior Control.

(v) 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

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

E. Lender's Prior Control. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the sum paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be used to Lender.

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

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RIDER - LEGAL DESCRIPTION

PARCEL 1: UNIT 320 IN LINCOLN LOFTS CONDOMINIUMS, AS DELINEATED ON THE SURVEY OF LOTS 3 THROUGH 13, INCLUSIVE, IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, AND 7 AND THE NORTH 1/2 OF BLOCK 6 IN THE SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF THE CENTER LINE OF LINCOLN AVENUE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 3, 1996 AS DOCUMENT 96672710, IN COOK COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTEnant TO SAID UNIT, AS SET FORTH IN SAID DECLARATION.

PARCEL 2: EXCLUSIVE RIGHT TO USE OF PARKING SPACE C5, A LIMITED COMMON ELEMENT AS SET FORTH IN DECLARATION OF CONDOMINIUM AFORESAID.

14-29-100-002
14-29-100-003

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Cook County Clerk's Office

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Property of Cook County Clerk's Office

RECORDED