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MAIL TO BOX 352

PIRST CHICAGO

(6) 157

Equity Credit Line

	DEPT-01 RECORDING 12/17/96 4:30:00 14:0014 TRAN 0107 12/17/96 4:30:00 1994 4 30:00 96-95-95 05-95 05-95
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	TATEL TO SEE THE SECOND
	COOK COUNTY RECERVOER ~**
	CRRI CRRIS SERVICES

Mortgage

Loan Number: 1110204009639

The mortgagor THIS MORTGAGE ("Security Instrument") is given on November 12, 1996 IS FRANKLIN D GUSKE AND ANNA C GUSKE, HUSBAND AND WIFE AND MICHAEL J GUSKE MATRIED TO TIFFANY A GUSKE ("Borrower"). This Security Instrument is given to The First National Bank of Chicago which is a <u>National Bank</u> organized and existing under the laws of <u>the United States of America</u> whose address is <u>One First National Plaza, Chicago</u> . Illinois <u>60670</u> ("Lender"). Borro Lender the maximum principal sun o Fifteen Thousand and No/100

Dollars (U.S. e. 15,000,00)), or the aggregate unpaid amount of all loans and any disbursements made Dollars (U.S. \$ 15,000.00 by Lender pursuant to that certain Equity Credit Line Agreement of even date herewith executed by Borrower ("Agreement"), whichever is less. The Agreement is hereby incorporated in this Security Instrument by reference. This debt is evidenced by the Agreement which Agreement provides for monthly interest payments, with the full debt, if not paid earlier, due and payable five years from the Issue Date (as defined in the Agreement). The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time during the Draw Period (as defined in the Agreement). The Draw Period may be extended by Lender in its sole discretion, but in no event later than 20 years from the date hereof. All future loans will have the sense lien priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, including all principal, interest, and other charges as provided for in the Agreement, and interest, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragrap 16 of this Security Instrument to protect the security of this Security Instrument; and (c) the performance of Boltower's covenants and agreements under this Security Instrument and the Agreement and all renewals, extensions and modifications thereof, all of the foregoing not to exceed twice the maximum principal sum stated above. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property locate I in COOK Illinois:

SEE LEGAL DESCRIPTION ATTACHED.

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Permanent Tax No: 17042150711064

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which has the address of 1309 N WELLS ST APT 1207 CHICAGO, IL 60610 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any an umbrances of record. There is a prior mortgage from Borrower to LASALLE TALMAN BANK and recorded as document number 94-527456 dated 06/13/94

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

2. Application of Payments. All payments received by Lender shall be applied first to interest, then to other charges, and then to principal.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and upon Lender's requist promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges agains, or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrowei may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tox or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the repoperty nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or intercred with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

4. Hazard 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

chosen by purrows.

maintain coverage described above, Lender may, and the Property in accordance with Paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard morrgan Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall grown Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give proto 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 restrict the process of t 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 are mptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice

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, Lender's security is not lessened and Borrower is not in default under this Security Instrument or the Agreement. 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.

If under paragraph 19 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.

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Legal Description

"DECLARATION OF CONDOMINIUM") AND LOCATED IN LOTS 104 105 AND 106 IN SHELDON'S SUBDIVISION OF LOTS 61 TO 90, BOTH INCLUSIVE, IN BRONSON'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST 25 THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. UNIT 1207, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST THE IN MICHAEL'S TERRACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 91074681. AS AMENDED (THE

GRANTOR ALSO HEREBY GRANTS AND ASSIGNS TO THE CRANTERS, THEIR BUCCESSORS AND ASSIGNS, PARKING SPACE NO. 65 AS A LIMITED COMPON ELEMENT AS BET FORTH AND PROVIDED IN THE APPREMENTIONED DECLARATION OF CONDOMINIUM. Clert's Office

Property of Cook County Clerk's Office

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- 5. Preservation and Maintenance of Property; Borrower's Application; Leaseholds. Borrower shall not destroy, damage, substantially change the Property, allow the Property to deteriorate, or commit waste. 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 16, 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 loans evidenced by the Agreement. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Society 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 to enforce 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, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 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 Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 7. 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.
- 8. 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 Eor ower. In the event of a partial taking of the Property, 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.

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 falls to respond to Lender vikbin 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

9. 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 all successor in interest of the 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. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Security Instrument and of the Agreement shall survive and continue to remain in full force and effect. No waiver shall be asserted against Lender unless in writing signed by Lender.

- 10. 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 15. If there is more than one party as Borrower, each of Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (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 Agreement without that Borrower's consent.
- 11. 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 Agreement 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 Agreement.
- 12. Notices. Any notice to Forrower 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's pudress 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.
- 13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- 14. Assignment by Lander. Lender may assign all or any portion of its interest hereunder and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations or liabilities thereunder.
- 15. Transfer of the Property or a Beneficial Interest in Borrow(r) Due on Sale. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender'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 3 grower 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 or the Agreement without jurther notice or demand on Borrower.

16. 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 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 Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not ilmited to, reasonable attorneys' fees; (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; and (e) not use the provision more frequently than once every five years. 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 15.

Mortgage

17. 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 17, "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 17, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.

- 19. Acceleration; Percedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or materia. Pusperpesentation in connection with this Security Instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under Paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further Inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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 legal proceedings pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys fees and costs of title evidence.
- 20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sele, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 20. In the exercise of the powers herein granted Lender, no liability shall be ascerted or enforced against Lender, all such liability being expressly waived and released by Borrower.
- 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
 - 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 23. No Offsets by Borrower. No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security Instrument or from performing any other obligations contained therein.
- 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.

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UNOFFICIAL COPY

- Michael 4 Musk	x Followick
MICHAEL J GUSKE	FRANKLIN D GUSKE - Borrow
Julyny U. Gustes	x Caraci Lovers
TIFFANT A GUSKE	ANNA C GUSKE Borrow
(Space	Below This Line For Acknowledgment)
This Document Prepared By: VERO	NICA G. RHODES
The First National Bank of Chicago One First National Plaza Suite 0203,	
STATE OF ILLINOIS,	County ss:
	, a Notary Public in and for said county and state, do here
certify that FRANKLIN D GUSKE AND ANNA C	GUSKE, HUSBAND AND WIFE AND
MICHAEL J GUSKE MARRIED TO TIFF ANY	GUSKE, HUSBAND AND WIFE AND A GUSKE
MICHAEL J GUSKE MARRIED TO TIFFANY Appeared before me this day in person, f	C GUSKE, HUSBAND AND WIFE AND A GUSKE Cn(s) whose name(s) is (are) subscribed to the foregoing instrume and acknowledged thatsigned a
MICHAEL J GUSKE MARRIED TO TIFFANY Appersonally known to me to be the same personappeared before me this day in person, additional the said instrument as	C GUSKE, HUSBAND AND WIFE AND A GUSKE Cn(s) whose name(s) is (are) subscribed to the foregoing instrume and acknowledged thatsigned a treeand voluntary act, for the uses and purposes therein set forth.
MICHAEL J GUSKE MARRIED TO TIFFANY Appeared before me this day in person, f	C GUSKE, HUSBAND AND WIFE AND A GUSKE Cn(s) whose name(s) is (are) subscribed to the foregoing instrume and acknowledged thatsigned a treeand voluntary act, for the uses and purposes therein set forth.
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MICHAEL J GUSKE MARRIED TO TIFFANY Appersonally known to me to be the same personappeared before me this day in person, adelivered the said instrument as	GUSKE, HUSBAND AND WIFE AND A GUSKE Cn(s) whose name(s) is (are) subscribed to the foregoing instrume inc acknowledged that signed a tree and voluntary act, for the uses and purposes therein set forth. 26th day of Manuber, 19 97.
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MICHAEL J GUSKE MARRIED TO TIFFANY Appersonally known to me to be the same personally known to me to be the same person, appeared before me this day in person, adelivered the said instrument as Given under my hand and official seal, this amount of the said instrument as a seal, this are seal of the said instrument as a seal of	GUSKE, HUSBAND AND WIFE AND A GUSKE Cn(s) whose name(s) is (are) subscribed to the foregoing instrume inc acknowledged that signed a tree and voluntary act, for the uses and purposes therein set forth. 26th day of Manneller, 19 97. Culyne Reguler. Notary Public
MICHAEL J GUSKE MARRIED TO TIFFANY Appersonally known to me to be the same personally known to me to be the same person, appeared before me this day in person, adelivered the said instrument as Given under my hand and official seal, this amount of the said instrument as a seal of the said instru	GUSKE, HUSBAND AND WIFE AND A GUSKE Cn(s) whose name(s) is (are) subscribed to the foregoing instrume inc acknowledged that signed a tree and voluntary act, for the uses and purposes therein set forth. 26th day of Manneller, 19 97. Culyne Reguler. Notary Public
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THIS CONDOMINIUM RIDER is made this12th	day of November	, 1996, and is incorporated into and shall be
deemed to amend and supplement that certain Mor	rtgage (the "Security Instrument"	") dated of even date herewith, given by the
undersigned (the "Mortgagor") to secure Mortgagor's herewith, between Mortgagor andThe First National E		uity Credit Line Agreement, dated of even date
(the "Lender") and covering the property described in the		at
1309 N WELLS ST APT 1207 CHICAGO, IL 60610		(the "Property").
The second of the second of the second		A CONTRACTOR OF THE CONTRACTOR
The Property includes a unit in, together with an undivid MICHAEL'S TERRACE CONDO	led interest in the common elemer	nts of, a condominium project known as (the "Condominium Project").
If the owners association or other entity which acts for		
or use of its members or shareholders, the Property a		
benefits of Montgagor's interest.	aso includes thorigagors interest	till the Passociation, in the accept proceeds and
CONDOMINIUM COVENANTS. In addition to the cover further covenant and agree as follows:	enants and agreements made in I	the Security Instrument, Mortgagor and Lender
A. <u>Assessments</u> . Mortgagor single promptly pay, when the Declaration, by-laws, code of regulations and any Project.	•	
B. <u>Hazard Insurance</u> . So long as the Association main such policy on the Condominium Project, which polic "extended coverage", and such other hazards as lender the Mortgagor's obligation under the Security Instrume Mortgagor shall give Lender prompt notice of any lapse	cy provides insurance coverage or may require, and in such amour or, to maintain hazard insurance	against fire, hazards included within the term nts and for such periods as Lender may require, coverage on the Property is deemed satisfied.
In the event of a distribution of hazard insurance proteeds the unit or to common elements, any such proceeds application to the sums secured by the Security Instrum	s payable to Mcrtgagor are here	by assigned and shall be paid to Lender for
C. <u>Lendor's Prior Consent</u> . Mortgagor shall not, excessibilities the Property or consent to:	ept after notice to Lende and s	with Lender's prior written consent, partition or
(i) the abandonment or termination of the Condominium substantial destruction by fire or other casualty or in the	- · · · · · · · · · · · · · · · · · · ·	
(ii) any material amendment to the Constituent Documercentage interests of the unit owners in the Condomin	ments, including, but not limited nium Project; or	to, any arrendment which would change the
percentage interests of the unit owners in the Condomin (iii) the effectuation of any decision by the Association Condominium Project.	n to terminate professional man	agement and assume cell-management of the
D. <u>Easements</u> . Mortgagor also hereby grants to the L Property, the rights and easements for the benefit of sai	ender, its successors and assign	ns, as rights and easements appurtenant to the
The Security Instrument is subject to all rights, ea Constituent Documents the same as though the provision		
E. Remedies. If Mortgagor breaches Mortgagor's co condominium assessments, then Lender may invoke an	· ·	
IN WITNESS WHEREOF, Mortgagor has executed th	nis Condominium Rider.	ul J. Huse
CONDOSTDJFD	* Iya	my a. buske

Property of Cook County Clerk's Office