

UNOFFICIAL COPY

2.3

RECORD AND RETURN TO:

PREFERRED MORTGAGE ASSOCIATES, LTD.
3030 FINLEY ROAD, SUITE 104
DOWNERS GROVE, ILLINOIS 60515

97704605

PREPARED BY:

H.A. DAVIS
DOWNERS GROVE, IL 60515

7684471

D2

TWS

: DEPT-01 RECORDING \$35.00
: T#0012 TRAN 6783 09/23/97 15:50:00
: #2849 + CG #-97-704605
: COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THE TERMS OF THIS LOAN

CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 19**, 1997.
The mortgagor is **NICHELE I. RYLAND, SINGLE, NEVER MARRIED**

NICHELE

M.L.R.

("Borrower").

This Security Instrument is given to

PREFERRED MORTGAGE ASSOCIATES, LTD.

which is organized and existing under the laws of
address is

3030 FINLEY ROAD, SUITE 104, DOWNERS GROVE, IL 60515

("Lender").

Borrower owes Lender the principal sum of **ONE HUNDRED SEVEN THOUSAND NINE HUNDRED AND
00/100** Dollars

(U.S. \$ 107,900.00). 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 **OCTOBER 1, 2002**. 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 described following property located in

COOK

County, Illinois:

SEE ATTACHED RIDER

14-29-203-021

which has the address of

1020 WEST BARRY UNIT 1020-1 *M.R.*

CHICAGO

(City)

Illinois

60657

(*Property Address):

(State)

(Zip Code)

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

BORROWER COVENANTS that Borrower is lawfully seized 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.

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3014 8/90 Amended 5/91

FN3014B = TS

Page 1 of 6

Initials: *M.R.*

BOX 333-611

UNOFFICIAL COPY

www.english-test.net • Forum • Grammar • Vocabulary • Advanced English

5. **Arrested or Properly Licensed.** Borrowers shall keep the foregoing terms and conditions of this Note in full force and effect until paid in full.

Borrowers shall prominently display any lien which has priority over this Security Instrument unless Borrowers: (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consent to a good faith release by, or otherwise extinguishment of the obligation secured by the lien in, legal proceedings which is the Lender's opinion of fair to pay off the debt; or (c) consent to a good faith extinguishment of the lien in, legal proceedings which is the Lender's opinion of fair to pay off the debt.

a. Categories: Lenders/Borrowers shall pay all taxes, assessments, charges, fines and impositions arising out of the Partnership and its properties.

3. Application of Provisions. Unless applicable law provides otherwise, all payments provided by Lender under this Note and Section 2 shall be applied first, to any prepayment charges due under this Note; second, to amounts payable under paragraphs 2 and 3, to interest due, to principal due, and last, to any late charges due under this Note.

the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum earned by this Security Instrument.

awards monthly payograms, at Leader's sole discretion.

If the Friends held by Lester et al. exceed the amounts paid out and to be held by applicable law, Lester et al. shall account to Borrowers for all amounts held by Lester et al. which exceed the amounts received by them from the Bank.

However, new interests shall be paid on the funds. Loans shall bear interest at the rate of 10% per annum.

The Funds shall be held in an institution whose deposits are insured by a federal agency, intermediately, or directly (including Lenders, if Lender is a bank), or in my Federal Home Loan Bank. Lender shall signify the Funds to pay the Borrower Lenders, if Lender may not charge Borrowers for holding and applying the Funds, similarly designating the accounts of Lender, the Escrow Lender, and Lender's Borrowers' interests on the Funds and applying the Funds to escrow accounts or carrying the Escrow Lender, unless, under a charge, Lender may require Borrower to pay a one-time charge for an independent legal service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender is responsible for applying the law requiring Lender to pay a one-time charge for such a charge. However, Lender may require Borrower to pay a one-time charge for an independent legal service used by Lender to settle disputes related to the pool. Lender shall not be required to pay Borrower any interest or earnings on the Funds, except as otherwise provided in this loan, unless otherwise provided otherwise. Lender is responsible for applying the law requiring Lender to pay a one-time charge for such a charge.

times or otherwise in accordance with applicable law.

2. Funds for Taxes and Instruments. 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") less (a) yearly taxes and assessments which may affect this Security instrument as a loss on the Property; (b) yearly increased payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, to accreditors with the proviso that in lieu of the payment of mortgages to successive beneficiaries. These items are called "Fees and Taxes".

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a holder for a security interest may have the right to collect, and hold Funds in an amount not to exceed the lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender is liable for damages from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds less 19 1/4 as measured from time to time under the Federal Real Estate Settlement Procedures Act of 1974 as amended (the "RESPA"), unless another law that applies to the Funds less 19 1/4 as measured from time to time under the Federal Real Estate Settlement Procedures Act of 1974 as amended (the "RESPA").

UNIQUE COFFEEHAMS. BROWNS AND LADIES SOUVENIR AND GIFTS TO FOLLOW.

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

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

UNOFFICIAL COPY

option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, provides forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to 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 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring 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, 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.

UNOFFICIAL COPY

Form 3014 Rev. 3/90

George Faraday - Faraday Metalworking Inc. ULTRAFORGE INSTRUMENT

If [either] exercises this option, [either] shall give Borrower notice of acceleration. The notice shall provide a period of not less than [] days.

17. Transfer of the Property or a Benefited Interest to Borrower. If all or any part of the Property or any interest in it is transferred to the Borrower, the option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the transfer. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the transfer.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction where it is executed. To the extent the provisions of this Security Instrument and the Notes are deemed to be

14. **Notices.** Any notices to Borrower provided for in this Secondary Lendership shall be given by delivery or by mailing it to the address set forth above or by facsimile transmission to the address of Lender or Lenders given to Borrower or Lenders or Lender which is provided in this paragraph.

13. **Loan Charges.** If the loan received by this Society is to be used for any purpose other than the payment of debts or expenses of the Society, the amount of the loan will be subject to a rate of interest not exceeding one-half per centum per annum, and the same may be charged on the principal sum so long as the same remains unpaid, and the same may be collected from the borrower by reducing the principal sum due under the Note.

12 Successions and Aspirations Boudin; Journals of Central Leadership; Co-Editors. The covariants and agreeables of the Society

any application of the sums set aside by this Society by him or his successors in trustees of Botwina shall not operate to release the liability of the original Botwina or Botwina's successors in interest. Botwina shall not be required to render accountings to any successor in trustees of Botwina or to any trustee of Botwina or to any creditor to any sum or sums so held by this Society by him or his successors in trustees of Botwina.

the due date of the maturity payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Leaders' Lenders' and Borrowers' rights to record and to receive written notice of proceedings to prevent their right of possession from being affected by a Security instrument, whether or not then due.

similar values of the Property immediately before the filing is less than the sum of the same secondarily before the property is abandoned by Borrower, or if, after notice by Lender to Borrower that he considers the value to be

In the event of a total毁壞 of the Property, the proceeds shall be applied to the sum received by the Society immediately before the毁壞, with any excess paid to Bonwaver. In the event of a partial毁壞 of the Property in which the value of the damaged part does not exceed the proceeds paid to Bonwaver, the proceeds shall be applied to the sum received by the Society immediately before the毁壞, divided by (a) the fair market value of the Property immediately before the毁壞, divided by (b) the amount of the proceeds multiplied by (c) the ratio between the sum received by the Society immediately before the毁壞, unless Bonwaver and Ladd do otherwise agree in writing, the sum received by the Society immediately before the毁壞, unless Bonwaver and Ladd do otherwise agree in writing.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with the condemnation or other taking of any part of the Property, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender.

less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

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

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

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

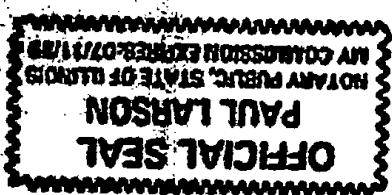
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

UNOFFICIAL COPY



Form 3014-9/90 - Single Family - Farms/Mobile Home Security Instrument
State of Illinois - Notary Public, State of Illinois
NOTARY PUBLIC, STATE OF ILLINOIS
NOTARIAL PAPER, STATE OF ILLINOIS
NOTARIAL PAPER, STATE OF ILLINOIS
ILLINOIS

PRM13014-9 - 10-1985 Page 6 of 6

POLAROID
PAUL LARSON

OFFICIAL SEAL

Notary Public

My Commission expires 7-11-99

97

SEPT 1998

19TH

day of

SEPT 1998

Given under my hand and official seal, this HER
signed and delivered the said instrument to HER
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person(s) whose name(s)

do hereby certify the真MICHAEL L. RYLAND, SIRGELS, KERRY MARSHALL
• Notary Public in and for said county and state.

County as:

STATE OF ILLINOIS, COOK

[Space below the line for Acknowledgment]

Signature _____

(Sgn)

Signature _____

(Sgn)

Signature _____

(Sgn)

Signature _____

(Sgn)

MICHAEL L. RYLAND

MICHAEL L. RYLAND

Witnesses

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

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) (specify) |
| <input checked="" type="checkbox"/> N/A Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Grandfathered Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Rate Improvement Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Other(s) (specify) |

[Check applicable box(es)]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and
supplement the coverages and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument.

UNOFFICIAL COPY

10

PARCEL 1: UNIT 1020-1 IN THE REINHOLD/BARRY CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 25 AND 26 IN LINDENMANN'S SUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF OUTLOTS 2 AND 3 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 97408102, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE LOCKER SL-10 ASSIGNED TO UNIT 1020-1, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

97704605

UNOFFICIAL COPY

Property of Cook County Clerk's Office

50902454
11/14/2014

UNOFFICIAL COPY

LOAN NO. 2091597

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 19TH day of SEPTEMBER , 19 97 ,
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.

AN ILLINOIS CORPORATION

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

1020 WEST BARRY UNIT 3, CHICAGO, IL 60657

1020 W BARRY

(the "Lender")

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

KINNORR/BARRY 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 to 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 sum secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be necessary to insure that the Owners Association
maintains a public liability insurance policy acceptable in form, amount, and extent of 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 or the unit or of the common elements,
or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by
Lender to the sum secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either
partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in
the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners
Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any
amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument.
Unless Borrower and Lender agree to other terms of payment, these amounts shall 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 SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

MICHELE L. RYLAND _____ (Seal)
MICHELE L. RYLAND _____ (Seal)
MICHELE L. RYLAND _____ (Seal)
MICHELE L. RYLAND _____ (Seal)

LOG#0226
27704605

UNOFFICIAL COPY

Property of Cook County Clerk's Office