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#### **UNOFFICIAL COPY**

97166859

Loan No. 871860

Instrument Prepared by:

JANET J. GARCIA

Record & Return to

RESOURCE BANCSHAFES MORTGAGE GROUP, INC.

1307 BUTTERFIELD RO., SHITE 422

DOWNERS GROVE, ILLINOIS 00515

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DEPT-01 RECORDING

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COOK COUNTY RECORDER

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#### **MORTGAGE**

37,00

THIS MORTG' GE ("Security Instrument") is given on MARCH 7, 1907 The mortgagor is JEAN'S M. BROWN UNMARRIED WOMAN ("Barrower"). This Security Instrument is given to RESOURCE BANCSHARES MORTGAGE GROUP, INC. which is organized and existing unider the laws of DELAWARE and whose address is TRUE PARYLANE Rd., COLUMBIA, SC 20223 ("Lender"). Borrower owes Lander the principal sum of Staty Four Thousand and col/top Dollars (U.S. \$ \_4,000.00 Security Instrument (Note), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2027 . This Security Instrument secures to Lander: (a) the repayment of the debt evidenced by the Note, with interest, and all enewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragriph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements uniter this Security Instrument and State. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following experies property located in COOK County, introis

UNIT NO. 15060 IN THE CARL SANDBURG VILLAGE CONDOMINIUM NO. 2, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: A FORTION OF LOTS IN CHICAGO LAND CLEARANCE COMMISSION NO. 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESULT DIVILIONS ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 30, NORTH, RANGE 14 EAST OF THE THIRD PENCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACKED AS EXHIBIT 'A' TO THE DECLURATION OF CONDOMINIUM RECORDED AS DOCUMENT 2505.001 TOGETHER WITH AND UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-04-207-086-1470

4716685

which has the address of 14	SS SANDBURG TERRACE UNIT 15088	CHICAGO	
Minds 60610-	(Property Address'):	[City	
(Zip Cad	iej , , , , , , , , , , , , , , , , , , ,		$\gamma \gamma \gamma_{j}$

ILLINOIS - Single Family - Fannie Mae/Fraddle Mac UNIFORM INSTRUMENT GF8 Form G000022 (308)

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Property or Cook County Clerk's Office

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appullenances, and fixtures now or hareafter 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 Secures instrument as the 'Property'.

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lander, Borrows: 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 leasthold payments or ground rents on the Property, if any; (c) yearly hexard or property insurance premiume; (d) yearly flood insurance premiums, if any, (9) yearly mortgage insurance premiums, if any; and (f) any member beyable by Sorrower to Lander, in accordance with the purisions of paragraph 8, in liqu of the payment of mortgage insurance premiums. These Name are called "Escrow Items." Lender (1949), at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related montgage loan may require for Borrower's secrow account under the federal Resi Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unicos 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. Under may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future [sci pw items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a faderal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Hooks Loan Sank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the secrow account, or verifying the Escrow Items, unless Lender plays Borrower Interest on the Funds and applicable law permits Lander to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent resi estate tex reporting service used by Lender in connection with his laca, unless applicable law provides otherwise. Linius an agreement is made or applicable law requires interest to be paid, liender shall not be required to pay Sorrower any interest or earnings on the Funds. Borrower and Lender may agree in virting, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly (exend to Borrower and Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit applies the sums (I) secured by this Security Instrument.

Unless applicable law provides otherwise, all payments received by Lender under 3. Application of Payments. paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributeble to the 4. Charges; Liens. 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 # not paid in that manner, Borrower shall pay them on time directly to the person owed paymen). Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lander; (a) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lander subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hezero or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This incurance shall be maintained in the amounts and for the puriods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage classe. 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 accommissibly feedble and Lender's security is not lessened. If the restoration or repair is not accommissible 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 closs 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 scree in writing, any splication of processs to principal shaft not extend or postpone the due date of the monthly payments reserved to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Porrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass in 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; Lesseholds. 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 Properly 28 Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which connent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Burrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waite on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in conder's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this society instrument or Lander's security interest. Borrower may dure such a default and reinstate, as provided in paragraph 16, by causing the action or programming to be dismissed with a rating that, in Lender's good faith determination, precludes forfaiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Katrumant of Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave that have or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in conjection with the toen 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 province of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender spress to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the constants and agreements cuntained in this Security Instrument, or there is a legal proceeding that may significently effect 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 attornays' 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

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Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lander required mortgage insurance as a condition of making the toan 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, six a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an elternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance 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 nextrance 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 obticined. 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 telefic to applicable law.
- 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 convoyance in lieu of condemnation, are tiereby satigned and shell be paid to Lander.

In the event of a total taking of the Property, the proceeds and 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 mukiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance and be paid to Borrower. In the event of a partial sking of the Property immediately before the taking. Any balance and be paid to Borrower. In the event of a partial sking of the Property in which the fair market value of the Property 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 abandonce by Borrower, or if, after notice by Lender, to Borrows: that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 20 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restorment or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lander and Borrower otherwise agree in writing, any application of process 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 Welver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any ruccussor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in https://www. Lender shall not be required to commence proceedings against any successor in interest or refuse to satend time for pryment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy about not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liebility; Co-eigners. 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-eigns 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

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charges, and that law is finally interpreted so that the interest or other four 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 cived 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 Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law, Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Cuby. Elorrower shall be given one conformed copy of the Note and of this Security instrument.

17. Transfer of the Fronts or a Beneficial Interest in Borrowerf all or any part of the Property or any interest in it is sold or transferred (or if a bereficial interest in Ecrrower 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 method 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 mosts curtain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time rator to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as it no acceleration had occurred; (b) cures any default of any other covenants or agreements, (b) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys for 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. Open reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph (in
- 19. Sale of Note; Change of Loan Servicer. The Bote 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 Sesurity 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 solice of the change in accordance with paragraph 14 above and applicable wit. The notice will state the name and address of the new Loan Servicer and the address to which payments should be madic. 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 also 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 incintenance of the Property.

Sorrower shall promptly give Lander 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

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

As used in this paragraph 20, "hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, korosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formulatelyde 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 semironmental protection.

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

- 21. Acceleration; Remedies. Lender shall give nalice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (out 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 data, not less than 30 days from the date this excise 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 accuracy 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 ascert in the foreclosure proceeding the non-enteriors 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 what require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose the Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the paragraph 21, including, but not limited to, reasonable alternative fees and costs of title evidency.
- 22. Release. Upon payment of all sums secured by the Security instrument, Lander shell release this Security Instrument without charge to Borrown. Scrower shell pay any recordation costs.
  - 23. Walver of Homesteed. Borrower waives all right of homesteed examption 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 speements of each such rider at all the incorporated into and shell 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)]	- <del>/</del>	
Adjustable Rate Rider	Condor infum Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit t)evelopment Rider	Biweekly Payment Pioar
Bailcon Rider	Rate Improver. # 24 der	Second Home Rider
Other(s) [specify]		
	ts and agrees to the terms and covy lan's co	ontained in this Security Instrument
and in any rider(s) executed by Borrower and	I recorded with it.	_
Witnesses:	A. 3	
	Kaned	(See)
	JEANNE M. BROWN	-Borrower
	V	O.,
		-Barrower A
		(Seet)
		-Borrower
		(Seal)
		-Borrower

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[Space Balow Trite Line For Acknowledgment]				
STATE OF ILLINOIS, COOK	County ex:			
hereby certify that JEANNE N. BROWN personally known to me to be the same personal metrics day in person, and acknowled free and voluntary act, for the uses and purpose.	rson(s) whose name(s) is/are subscribed to the foregoing instrument, appeared dged that he/she/they signed and delivered the said instrument as			
Given under my hand official sections:  My Commission expires:  (0 27/97	FICIAL CONTROL 1997  JILLE WALL  VELTIL ST			
This instrument was prepared by: RESOURCE BANCSHARES MORTGAGE (A 1307 BUTTERFIELD RD., SUITE 422 DOWNERS GRÖVE, ILLINOIS 60515	FINE, INC.			
	THE COUNTY CONTY			

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#### CONDOMINIUM RIDER

BROWN

(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 banefit or use of its members or shareholders, the Property also includes Econower's interest in the Owners Association and the uses, proceeds and benefits of Bonower's interest.

CONDOMINEM CONFRANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender wither covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Decements. The "Constituent Decements" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws: (ii) 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 inszard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to invintain betard 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 invasance coverage.

In the every of a distribution of hazard insurance proceeds in fleu of resignation or repair following a loss to the Property, whether to the unit or to commen elements, any proceeds payable to domower 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 reason tole 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 of 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 sums secured by the Security Instrument as provided in Uniform Covenant 9.
- 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:

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT GFS Form G000354 (6006) Form 3140 990

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- (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 Ausociation; or
- (iv) any action which would have the effect of randering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium does 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.

SiGNING BELOW, Borrower ≑acepts and agrees to the	to terms and provided the state of the	ı
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