Long No. 2236149 Instrument Prepared by

GN MORTGAGE CORPORATION

97225504

Record & Return to

GN MORTGAGE
ATTN: DOCUMENT CONTROL DEPARTMENT

P.O.BOX 23929

MILWALKEE, WT 73223-4929

	DEPT-01 RECORDING	\$39.5
	T40009 TRAN 7912 04/01/97	5:03:00
1	#5133 # SK #-97-2	25504
•	COOK COUNTY RECURDER	

(rage 1 of 7 pages)

	160mma	
97-11520	MORTGAGE	34
THIS MORTGAGE ("Securit	fastrument") is given on MARCH 27, 1997	•
The mortgagor is AN.ST M. ROS		
	(*Borrower*)	This Security Instrument is given to
	N, A WISCONSIN CORPORATION	, which is organized and existing
under the laws of WISCONSIN	The second state of the se	. and whose address is
Borrower owes Lender the principal	PUF 293, WEST HILLS, CALIFORNIA 91307 Rum of One Hundred Ten Thousand and 80/100	(*Lesder*)
Dollars (U.S. \$ 110,000.00). This debt is evidenced by Borrower's	with dated the same date or this
	provides for enarthly payments, with the full debt, if not pa	id earlier, due and payable on
	This Security Instrument acc th interest, and all renewals, extensions and modifications	ures to Leader: (a) the repayment
of all other sums, with interest, adva	aced under paragraph 7 b) protect the security of this Sec	of the Note; (b) the payment
performance of Borrower's covenar	is and agreements under this Security Instrument and the	er Note - East this sermons
Borrower does hereby mortgage, gran	at and convey to Lender the following described property i	nested in
COOK	County, Winnes	
•	EISI	
		97205004
		97205U04

ILLINOIS-Single Fami - Fannie Mae/Freddie Mac UN: FORM INSTRUMENT GFS Form G000022 (SEL2)

Parcel 1: UNOFFICIAL COPY

Unit D-1 in Landers House Condominium, as delineated on a survey of the following described real estate:

All of Lot 10 and the North 1/2 of Lot 11, together with all of the vacated alley lying West of and adjoining Lot 10 and the North 1/2 of Lot 11, all in Block 8 in the subdivision of Blocks 1, 8, 9, 10, 11, 14, 15 and 16 in Bogues Addition to Oak Park, being a Subdivision in the Southeast i/4 of Section 1, Township 39 North, Range 12 Bast of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 25546856, as amended from time to time, together with its undivided percentage interest in the comeon elements, in Cook County, Illinois.

Parcel 2:

The exclusive right to the use of Parking Spaces 17 and 18, limited common elements, as delineated on the survey attached to the declaration as aforesaid recorded as Document Number 25646856.

Jun # 15-01-46-032-1004

9722550

TOGETHER WITH all the imply case is not be to eather rected of the property, and all our ments apparenances 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender 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 reidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if ar₁, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Lender ray, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related nor gage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1970 or remended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds set; a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. I cader may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future E grow Mens or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose Amosius are insured by a federal agency, instrumentality, or entity (including Earder, if Lender is such as institution) or is any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for and ling and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays 80 revers interest on the Funds and applicable law permits. Lender to make such a charge. However, Lender may require Partower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loar, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in which 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 Funde are reledged as additional accurity for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Bettever any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquire for sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender und a 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.
- 4. Charges; Lieux. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower medes 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 Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which is the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a 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 sotice.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance currier 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 of no nically 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 dotate not 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 who the notice is given.

Unless Leader and Borrower otherwise agr ze in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paregraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, from ower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass 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; Leaveholds. Borrower shall occupy, establish, and use the Property as Borrower's provingal revidence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Forrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, of ich consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower footrol. 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 furfaiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith indepent could result in furfeiture of the Property or otherwise austerially impair the lien created by this learning lastroment or Leader's security interest. Corrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, preciade "Leistate of the Borrower's asterest in the Property or other assertal impairment of the Sen created by this Security Instrument of Leader's necessity asterest. Borrower shall also be in default if Borrower, during the loan application process, gave materially when or innecurate 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 conversing Borrower's occupancy of the Paracity as a principal residence. If this Security Instrument is on a leasehold. Borrower shall comply with all the provinces of the lease. If Bostower acquires fee title to the Property, the bearchold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Prop. 79. If Borrower fails to perform #20 coverants and agreements contained as this Security Instrument, or there is a legal proceeding that may rightficantly 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' fee- 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 accured by this

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Security Instrument. Unless Borrower and leader in the to other errors of payment, these amount chall be a interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Leader to Borrower request-say payment.

- 8. Mortgage Insurance. If Lender required sortgage insurance as a condition of auding the ione secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate martgage assurer approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate martgage each month a sum equal to 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 fiew 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. Les der or its agent may make reasunable entries upon and inspections of the Property. Lender shall give Borrower notice at the line 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 tale 2 or any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and well 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 my 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 assess secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be said 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, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender at discover that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 kers after the date the action is given. Lender is authorized to collect and apply the proceeds, at its option, either to restorative or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds as a concipal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the angula of such payments.

- 11. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or medification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. In fer shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or or was wise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the capital Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not one waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, furbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Loan Charges. If the loan secured by this Security Instrument is subject to a law which acts maximum loan

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charges, and that law is finally interpreted a that the interest or other loan caunge a collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class small unless applicable tow 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 small 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 tocated. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the outlieting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borroweti all or any part of the Property or any interest in it is wild 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 (Lender (Lender), 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 Porrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delir ered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these runs prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further not or or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets or rain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior 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 tale 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 a? expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (a) 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 just the sums secured by this Security Instrument shall continue unchanged. Upon reincarculated by Borrower, this Security Instrument and the obligations secured hereby shall remain tally effective as if no secretary in 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 anterest 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. The color may be one or more changes of the Loan Servicer markined 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, not 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 offer 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 teams, or is notified by any governmental or regulatory scalabrity, that any segmental or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall

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promptly take all necessary remediate on in Original with English and COPY

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or bazardous substances; possible, herosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestus or formaldebyte 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 coverant 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 actice 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 actice is given to Borrower, by which the default suant be cared; and (d) that failers to cure the default on or before the date specified in the actice may result in acceleration of the sares accured 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 ortion may require immediate payment in full of all soms secured by this Somrity Instrument without further demand and only foreclose this Socurity Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursular the remedies provided in this paragraph 21, including, but not Smital to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums accured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Burrower sin 2 pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
 - 23. Waiver of Homestead. Born well maives all right of homestead exemption in the Property.
- 25. Riders to this Security Instrument.

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

[Check applicable box(es)]	4	
Adjustable Rate Rider	Condomini im Rider	14 Family Rider
Graduated Payment Rider	Planned Unit F eve looment Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Riser	Second Home Rider
Other(s) [specify] LEGAL	DESCRIPTION	
	ots and agrees to the terms and coveners's combined in	in this Security Instrument
and in any rider(s) executed by Borrower and re	ecorded with it.	
Witnesses), 100	
	JANET M. ROWE	(Seal)
		O _x
		-Вогтожей
		-Borrower
		(Seal)

Initials Jak

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STATE OF ILLINOIS, COOK	County ss:
hereby certify that JANET M. ROWE retwendly known to me to be the same person(s) whose mediate me this day in person, and acknowledged that he/she tree and voluntary act, for the uses and purposes therein set	
Given under my hand and official seal, this 27TH	day of MARCH, 1997
My Commission expires:	Carlie Olianiel
This instrument was prepared by: IN MORTGAGE CORPORATION 1700 FALLBROWK AVENUE SUITE 293 WEST HILLS, CALIFORNIA 91307	"OFFICIAL SEAL" CAROL L WALLACE Notary Public State of 1955 My Commission: Fig. 75 (15 (13 95)
	Notary Public, State of Notary My Commission: Fig. 18 (15 Cards)
	Office Co

Initials_____

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CONDOMINIUM RIDER

Loan No.

THIS CONDOMINIUM RIDER is made this 27TH day of MARCH, 1997
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 GN MORTGAGE COMPORATION
(the "Lender") of the same date and covering the Property described in the Security Instrument and
located at: 1020 N. HARLEM AVENUE UNIT D-1, RIVER FOREST, ILLINOIS 66305[Property Address]

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

LANDERS HOUSE CONDOMINIUM
[Name of Condominium Project]

(the "Condominism Project"). If the owners association or other entity which acts for the Condominism Project (the "Conders 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 University further covenant and agree as follows:

- A. Condominium Obliga to is.

 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 to Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. For our owner shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long of the Owners Association maintains, with a generally accepted insurance carrier, a "muster" or "blanko" 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 am hazards included within the term "extended coverage," then:
- (i) Lender waiver the provision in Uniform Cover and 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 tr traintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Cwners Association policy.

Borrower shall give Lender prompt notice of any tapse in required hazard in stance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration of repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance.

 Borrower shall take such actions as may be conclude to issure that the Owners Association maintains a public fisbility insurance policy acceptable in for a 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 Prier 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:

34225.0°

MULTISTATE CONDOMINIUM RIDERSingle Family - Famile MacFreddie Mac UNIFORM INSTRUMENT GFS Form G000354 (6C06) (1/97) Form 3140 9/90

Loan No.

- (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.

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