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74(01) TRAN 7287 05/23/97 10:20:60 44(6) 4 KF: #-97-367765

FOR COUNTY RECORDER



PHESS RELUES RECORDS COLUMNES TO: MORNEST MORTGAG! MC DOCUMENT MANAGEMENT P.O. SOLA SEO FREDERICK, MD. 21705-0000

INSTRUMENT PROPERTY BY CONNIE OF WEITZEL NORWEST MORTGAGE, INC. P.O. BOX 1828 MINNEAPOLIS, MN. 55440

MA

#### **MORTGAGE**

estimation ()

The mortanes is MARY 5 WARNING TO STATE OF THE PROPERTY OF THE	MAY 18 1987
The morgagor is MARY E. MASHINGTON OF WIMARRIED WOM	M
( BOITOWET I. 1 DK SECULICY INSCRIPTION + A WED IA	
	والمراجع
406 SW FIFTH STREET, DES MOINES, IA 55309	and whose address is
("Lender"). Borrower owes Lender the principal sum ofONE.MUN MUNORED AND NOTION	riredo.e:Fteen thiolisand fignt
Dollars (U.S. 5	ar Barrier of a major desired the remaindance of the first the first of the same of the sa
Instrument ("Note"), which provides for monthly payments, with	the full soft, if not paid earlier, due and payable on to Lander: (a) the impayment of the debt evidenced by the fifth Note; (b) the payment of all other sums, with interest, risy instrument: ard (c) the performance of Borrower's Note. For this purpose Decrease does have be propertied.

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF

FORMER'S WORLD STORY

THREE FIRST MATICALL PLAZA SHITE 1600 CHICAGO, IL 60607

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of209.WINNASBORD.COMBI	(Street)
	, Illinois

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, apptitenances, 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 tamfully 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 wastants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Single Family - FRISHAFFILING UNIFORM INSTRUMENT SLANGES FORM 3014 Shift (Page 1 of 6 Pages) 6C915. Nov. 11/10/15

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

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

- I. Payusent of Principal and Interest; Prepayusent and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or so a written waiver by Lander. 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 tien on the Property; (b) yearly lensabled payments or ground roms on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums. If any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 2, in fieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a federally related mortgage loan may require for Borrower's escrow account under the federal Roll Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at seq. ("RESPA"), unlaws another law that applies to the Funds sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed, the leaser amount. Lander may estimate the amount of funds due on the basis of current data and reasonable estimates of each all future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or easily finchaling Landar, if Lundar is such an last order) or in any Federal Home Loan Bank. Landar shall apply the Funds to pay the Escrew Items. Landar many not charge Borrower for holding and applying the Funds, annually analyzing the sucrew account, or verifying the Escrew Items, unless Letter pays Borrower interest on the Funds and applicable law permits Lendar to make such a charge. However, Landar many require Corrower to pay a one-time charge for an independent real estate tax reporting service used by Landar in connection with (its loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Landar shall not be required to pay Borrower any interest or carriings on the Funds. Borrower and Landar may agree in writing, however, that inserest shall be paid on the Funds. Lunder shall give to Borrower, without charge, an annual accounting of the Funds, as energ credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged at additional security 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 amount of the Funds held by Lender at any time is not rufficient to pay the Escrow ferms when due, Lender may 3/2 notify Borrower in writing, and, in such case Borrower shall pay to Lander the amounts nonmary so make up the deficiency. dozonour shall make up the deficiency in no more than swelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lunder shift orcenptly rehad to Borrower stay Funds held by Lander. If, under paragraph 21, Lunder shall acquire or sell the Property, thender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lander at the time of acquisition or sale. The credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments rections to Lunder under paragraphs 1 and 2 shall be applied; first, to any propayment charges due under the Note; second, to amount payable under paragraph 2: third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributed to the Property which may amain priority over this Security Instrument, and tensehold payments or ground cents, if any, Postative shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pry them on time directly to the paragraph owner, Borrower shall promptly furnish to Lender all notices of amounts to help ander this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts extending the payments.

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligacion 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 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 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, Lander may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or some of the actions set forth above within 10 days of the giving of notice.

5. Fixzard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property intured against loss by fire, hazards included within the term "extended coverage" and any other bazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Landar requires. The insurance carrier providing the insurance shall be chosen by floorower 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 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 arraw; within 30 days a notice from Lender that the insurance carrier has offered to seed 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 or 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, Preserve digit, Maintenance and Protection of the Property; Borrower's Long Application; Leaneholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shalt 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 surreasonably withheld, or unless extenuating circumstations in initial are beyond Borrower's control. Borrower shall not destroy, damage or appair the Property, allow the Property to exteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether child grindnal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially or pair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and recog ate, as provided in paragraph 18, by causing the action or proceeding to be districted with a ruling that, in Lender's good faith setermination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Socurity Instrument or Lunder's socurity interest. Borrower thall also be in default if Borrower, during the loan application process, gave materially lake 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 Bortowy'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 leasthold and the fee title shall not merge unless Lender agrees to the merger in switing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants 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 furfeiture 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 tien 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 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. Merrgage Insurance. If Lender required mortgage insurance as a condition of enaking the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any ramon, 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 mortgage insuran approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender and a sum equal to one-twelfth of the yearly mortgage insurance coverage in not available. Borrower when the insurance coverage topsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in ties 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. Lander or its agent may make reasonable entries upon and impections of the Property. Lander shall give Borrower notice at the time of or prior to an impection specifying reasonable cause for the impection.
- 16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are burely assigned and shell be paid to Leader.

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

If the Property is abilitized by Borrower, or if, after notice by Lander to Borrower that the conditioner offers to make an award or settle a claim for samples, Borrower fails to respond to Lander within 30 days after the date the notice is given. Lander is authorized to coher in apply the proceeds, at its option, either to responsition or repair of the Property of to the sugas secured by this Security four or sent whether or not then due:

Unless Leader and Borrower officewise serve in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments it for ethic in paragraphs I and 2 or change the amount of such payments.

- 11. Berrower Not Released; Ferbearance P. Lunder Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Superior Instrument granted by Lander to any successor in interest. Lander thall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lander thall not be required to commence precedings against any successor in interest or rulese to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lander in terresising any right or remedy shall not be a waiver of or preclude the exercise of any right or runnedy.
- 12. Successors and Antigus Bound: Joint and Several Link@p; Co-signers. The covenants and agreements of this Security Instrument shall bind and basefut the successors and assigns of Linder and Borrower, subject to the provisions of paragraph. 17. Socreture's covenants and agreements shall be joint and reveral. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to moragage, grant and convey that Borrower's instrument in the Property under the terms of this Security Instrument. (a) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument. It the Note without that Borrower's content.
- 13. Lean Clurges, if the loan secured by this Security Instrument is subject to a law which we makinum loan charges, and that law is finally inserpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any sums already collected from Borrower which exceeded permitted times will be refunded to Borrower. Lander may choose to make this refund by reducing the principal owed under the Nose why making a first payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial preparator. If without any prepayment charge under the Note.
- 44. Nutlens. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by alling it by first class mail unless applicable law requires use of snother method. The notice shall be directed to the Property Address or say other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stand herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security lessystement shall be determed to have been given to Borrower or Lander when given as provided in this paragraph.
- 15. Governing Law; Severnishity. 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 affect 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.
- 16. Burranter's Cupy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Metericial interest in Berrawer. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 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. Burrower's Right to Relastate. If Borrower ments certain conditions. Borrower shall have the right to have enforcement of this Socurity Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable faw may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in 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 are infants 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 liter 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 horeign 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 A 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 colocus 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 Lifan Servicer and the address to which payments should be made. The notice will also contain any other information required by at payable law.
- 20. Hazardous Substances. Borrower shall not cluse 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, enything affecting the Property that is in violation of any Environmental Law. The presence that 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 Emvironmental Lay.

As used in this paragraph 20, "Hazardous Substances" are those substances defined 2. toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or foxic petroleum products, toxic petroleum products, toxic petroleus, 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 when the Property is located that relate to builth, safety or environmental prosection.

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

2). 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 puragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care 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 cared; and (d) that failure to care the default on or tabre the date specified in the notice may result in acceleration of the same secured by this Security Instrument, furnishment by judicial proceeding and sale of the Property. The notice shall burden inform Borrower of the right to rejustate after acceleration and the right to essent in the foreclosure proceeding the non-existence of a default or any other defease of furnishment acceleration and foreclosure. If the default is not cared so or before the date specified in the notice, Lender at its option may require immediate payment in full of all soms secured by this Security Instrument without further demand and may breeclose this Security Instruments by judicial proceeding. Lender shell be extitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable uttorneys' fees and costs of title evidence.

22. Release, Upon payment of all mass secured by this Security Instrument, Lander shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.					
23. Walter of Hazarticad. Bossower traines all right of bornestead exemption in the Property.					
34. Ridges Security in supplement	to this Security Instrument. I strument, the coverages and ap	f one	or more riders are executed by Bo nes of each such rider shall be in Security Instrument as if the rider(s)	corpe	r and recorded legislar with this rested into and thall armed and
	Adjustable Rate Rider	K	Condominium Rider		14 Family Rider
	Greduced Payment Rider		Planned Unit Development Rider		Birmskly Payarest Rider
	Balloon Rider		Rate Improvement Rider		Second Home Rider
D	Other(+) (specify)				
	NG BELOW By moving accepts a easested by Boundary or and recom		reks to the terms and covenants con th it.	Leined	in this Security Instrument and in
Witness:	9				
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Unit #1809-6 in the Heatherwood West Condominium, as delineated on the survey of the following described real estate, a part of Pasquinelli's first addition to Heatherwood Estates, being a Subdivision of part of the Southeast 1/4 Section 24, Township 41 North, Range 9, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 92825228 together with its undivided percentage of interest in the common elements in Cook County, Illinois.

Property of Cook County Clark's Office

	r This Line For Acts		<del></del>
STATE OF ILLINOIS,	COOK.	Country se:	
1. The uneterser, and			d for said county and state
do hereby cardly that mary F. Lehr	ch incito	··/	
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subscribed to the foregoing instrument, appeared before	re noc duin day in )	person, and admowledged	that he/ <u>she/</u> they
signed and delivered the said instrument as his/h	er/their fit	oc and voluntary act, for the	e was and purposes thereig
set forth.			
Given under my (1,00) and official seal, this	1L 00	od May	, 19 97
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#### CONDOMINIUM RIDER

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THIS CONDO (DILLM RIDER is moorporated into at a hall be desired	made this 18th day of MA	V 1067
moorporated into are hall be deemed Security Deed (the "Security Instrument	10 smend and mindle	and is
Security Deed (the "Security Instrument	(i) of the same data with the	e Mortgage, Deed of Trust, or
io annua	Borrower's	e undersigned (the Bottower')
E PERCET MATERIAL AND ALL		~~
located as 200 MANNEDONO	wering the Property described	in the Continue transmission
(the Lender) of the same date in a colocated at: 209 WHINSBORO COURT SCHAUMBURG, IL 40192		- and occurry institutional and
The state of the s		
	(Brasse, Australia	

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

(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 Bonover's interest in the Owners' Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMENIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The 'Constituent Documents' are the: (i) Declaration or any other document which creates the Condominium Project: (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Interance. So long as the Owners' Association maintains, with a generally accepted insurance carrier, a "master" or "blanker" policy on the Condominium Project which is attisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the heavests 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 Owners' Association policy.

MULTISTATE CONDOMINIUM RIDER Single Family - Enthant HUMO Unition Instrument

Form 3140 09/90 (Page 1 of 3) EC023L Rev. 01/21/97

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

- C. Public Liable Assertance. Borrower shall take such actions as may be reasonable to insure that the Owners' Assertance on maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Legider.
- D. Condennation. The process of any award or claim for damages, direct or consequential, payable to Borrower in connection (a), any condemnation or other taking of all or any part of the Property, whether of the unit or of the corross 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 10.
- E. Lender's Prior Consent. Borrower shall cont. 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 sub-untial destruction by fire or other casualty or in the case of a taking by condemnation or emin(n) 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 assuraption 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.

SOM CO

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F. Remodles. 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 by payable, with interest, upon notice from Lender to Borrower requesting payment.

Of Coop County Clerks BY SIGNING SSLOW. Borrower accepts and agrees to the terms and provisions contained in this Condominium

(Seal)

MULTISTATE CONDOMINIUM RIDER Single Femily - FNMAVFHLMC Uniform Instrument Form 3140 00/90 (~0/ja ? 3/3) EC023L Rev (/1/74/97

Property of Cook County Clerk's Office