12 54 H & L

'When recorded mail to UNOFFICIAL COPY

STANDARD FEDERAL BANK 2600 * BIG BEAVER RD. TROY, MICHIGAN 48084 LOAN †: 602511551

98599069

SERVICE TO SERVICE

137.00

Prepared by

TATOW TRANSIEW 07/13/98 08:35:00 10:33:4 1 RC #-98-599069 10:38:4 10:38:4 RECORDER

MORTGAGE

THIS MORIGAGE ("Secure Instrument") is given on APRIL 17, 1998.
RICHARD G ARNOLD AND JESSICA L ARNOLD, HUSBAND AND WIFE

The mortgagor is

("Borrower")

This Secur is Instrument is given to STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK

which is organized and

existing under the laws of THE UNITED STATES OF AMERICA and whose address is 2600 w. BIG BEAVER RD., TROY, MICHIGAN 48084

("Lender"

which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

MAY 1, 2028. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with it terest, and all renewals, extensions and modifications of the Note. (b) the repayment of all other sums, with interest, advanced under paragraph to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby to rigage, grant and convey to Lender the following described property located in

which has the address of 2057 B SEMIRARY DR, CHICAGO

Illinois

60614

("Property Address").

[/ip Code]

ILLINOIS Single army FNEAFHLMCUNIFORMINSTRUMENT

SOMD 6Rell.) (96/8) | Ferm 3014 9/90 | Amended 5/91

Page 1 of 6

[Street, Cny].

Initials:

HIDEED 70

Ini

ILVDEED

:906600:

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurenances, and fixt ites 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 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 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 rent; on the Property Areny, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) yearly mor gage insurance presoums, 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 may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrowaccount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 erseq ("RESPA"), anless 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. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution is nose deposits are insured by a federal agency, instrumentality, or entity (including Lencer if Lender is such an institution) or in any Tederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lenk or may not charge Borrower for holding and sonlying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may recuire Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this I can, unless applicable law provides otherwise. Unless ar agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings in the Funds. Borrower and Lender may agree in writing, 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

f 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 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 the deficiency in no more than twelve monthly payn en's, at Lender's sole discretion

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

- 3. Application of Payments. Unless applicable law provides otherwise all payments received by Leider under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable and a 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 attributable letter 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 makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments

E-orrower shall promptly discharge am lien which has priority over this Security Instrument unless Borrower (a) 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 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, 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

Initials of A D

LOAR #: 602511551

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

Unless Lender and Burrower 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 he 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 to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition

- 6. Occupancy, Preservation, Mainterance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occup, the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externiating circumstances exist which are beyond Borrower's control. Forrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether enviror criminal, is begun that in Lender's good faith judgment of addressill in forfeiture of the Property or otherwise materially impair the ien created by this Security Instrument or Lender's security interest. Borrower shall also be dismissed with a ruling that, in Lender's good faith determination, precludes for inaccurate information or statements to Lender (or failed to provide Lender vital and material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerting. Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold. Borrower shall comply with all the provisions of the lease in writing.
- 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 benkruptey, probate, for condemnation or forfetture 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 seen ed by a lien which has priority over this Security Instrument, appearing in court, paying reasonable artorizes' 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 secure by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 substitutially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender if substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in heu 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

Initials: 24 JA

Property of Cook County Clark's Office

これではなりません

LOAM #: 602511551

approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage masurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written a greement between Borrower and Lender or applicable law

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower rotice 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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to 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 multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower (in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured 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 abandon (1) Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrow a fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to resteration 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 to principal shall not extend or postpone he due date of the monthly payments referred o in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of imortization 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 property of the successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend trace 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. Am forbearance by Lender in exercising any right or remedy shall not be a 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 2nd 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, grantz ad convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sound secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear (a 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 charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment 10 Rorrower. 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 man 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 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. 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 Borrower. 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

Initials: 26AJ

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

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Horrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the 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 inforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Perrewer, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17
- 19. Sale of Note: Clarge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more types without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer that collects monthly gayme its due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a size 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 paymen's should be made. The notice will also contain any other information required by applicable
- 20. Hazardous Substances. Borrower shalf not lause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property-Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two seniories shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally regionized 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 to any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property 12 necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law

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

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration folicate a Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragrap), 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the (efault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; an (3) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borroner to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower Borrower shall pay any recordation costs
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Initials: REA J

UNOFFICIAL COPY LOAN 8: 602511551

Instrument, the covenants and agreements of and agreements of this Security Instrument	each such rider shall be incorporated	Borrower and recorded together with this Security into and shall amend and supplement the covenants Security Instrument
[Check applicable box(es)] [Adjustable Rate Rider Graduated Payment Rider Balloon Rider V A Rider	Condominum Rider Planned Unit Development Rate Improvement Rider Other(s) [specify]	Rider Biweekly Payment Rider Second Home Rider
any rider(s) executed by Borrower and reco	epts and agrees to the terms and coverded with it	enants contained in this Security Instrument and in
Witnesses	<u>3</u>	HARD G ARBOLD SICA L ARBOLD
4	Coop C	
	OUNT	
STATE OF ILLINOIS. I. ONE CAYAY Recounty and state do hereby certify that R	((L'F	a Notary Public in and for said
County and valle do neleov certain trace		Tó
personally known to me to be the same person in person, and acknowledged that \$\frac{1}{2}\cdot\frac{1}{2}\$ free and voluntary act, for the uses and pur Given under my hand and official seal	e \ signed and deliv poses therein set forth.	e foregoing instrument, pp ared before me this day ered the said instrument as the way
My Commission Expires	\ullimate \ullim	Public / Luke Luca
		OFFICIAL SEAL" UDITH WOODS ary Public, State of Illinois (commission Exp. 10/07/2001)

CITY THE 'A' COUNTY NOR TAX NUMBER: 14 (20) 200 (10) 14

LEGAL DESCRIPTION:

STREET ADDRESS .

UNIT . F. ACTIFICHEATED IN CUPURY FITHE FULL WING DESCRIBED PARCEL OF PEAL ESTATE SECURE SECTION OF A TANKE

THE WEST 1 L F LETS 48 AND 48 IN BLOOM 4 IN THE SUBDIVISION OF THE EAST 1:1 OF BLOCK 10 IN CHEFFIELD CAPTICL NOT CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF OF THE THIP PRINCIPAL MEPIDIAN: WHICH THRUTE IN ATTACHED AN EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS Property of Cook County Clerk's Office I COMENT COSTS OF COSTONER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON The Park of the Control of the Contr

8599069

UNOFFICIAL COPY

LOAN #: 602511551

CONDOMINIUM RIDER

THIS CO. DOMINIUM RIDER is made this 17TH day of APRIL, 1998 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 STANDAR' FEDERAL BARK, A FEDERAL SAVINGS BARK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 2057 M SEMIMARY DR
CHICAGO, IL 60614

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

(the "Condo nun um Project") If the owners association or other catrly which acts for the Condominium Project (the "Owners Association") ho distitle 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, projects and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreemen's 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 of any other document which creates the Condominium Project. (ii) by-laws. (iii) code of regulations, and (iv) other (quivalent documents. Borrower shall premptly 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.

Proberty or Cook County Clerk's Office

LOAM #: 602511551

- (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's deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

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

In the event of a divinisation 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 Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public hability insurance policy acceptable inform, 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 any conveyance in heur recondemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the same secured by the Security Instrument as provided in Uniform Covenant. 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to
- (t) 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 of 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 Horrower 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.

LOAR #: 602511551

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 payn ent

Clerk's Office By Signing Byrow, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider