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Cheur Class, MD 2081S y: Chevy Chase Bank, F.S.B. 1700 Old Heorgetons RJ Berest, MD 20814

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4776/0154 05 001 Page 1 of 2000-07-19 13:13:03 Cook County Recorder



### **MORTGAGE**

THIS MORTGAGE ("Security Instrument') is given on

. The mortgagor is

LARRY FLOREY AND ANNA FLOREY, HIS WIFE, AS JOINT TENANTS.

("Borrower"). This Security Instrument is given to Chevy Chase Bank, F.S.B.

which is organized and existing under the laws of the United States of America 7700 Old Georgetown Road Bethesda, MD 20814 address is

, and whose

("Lender"). Borrower owes Lender the principal sum of

Six Hundred Thousand and 00/100

Dollars (U.S. \$ 600,000.00

This debt is evidenced by Borrower's note dated the same date as this Security In trument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2030 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey & Lender the following County, Illinois: described property located in

LOT 85 IN BRAYMORE HILLS OF INVERNESS - UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1994 AS DOCUMENT 94234532, AND CERTIFICATE OF AMENDMENT THEREOF RECORDED DECEMBER 22, 1994 AS DOCUMENT 04073483, IN COOK COUNTY, ILLINOIS.

SUBJECT TO COVENANTS OF RECORD.

61-13-209-010.

Parcel ID #:

which has the address of 945 Livingston Lane, Inverness

Illinois 60010

[Zip Code] ("Property Address");

Amended 8/96

-6R(IL) (9608).01

VMP MORTGAGE FORMS - (800)521-7291

BOX 333-CT



[Street, City],

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

BORROWER COVENANTS that Borrower is lawfully 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 meachly 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 any; (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 ieu 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 escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless 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 he 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 whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in the Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying 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 require Borrower to pay a one-lime charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable and provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to any Borrower any interest or earnings on 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 debit, to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by 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 payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell 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 Lender under 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; Liens. 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 makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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 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 teasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security to the ment, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer virtin 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

- 6. Occupancy, Preservation, Maintenance and Fraction of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's cont.o'. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's read faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If his security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires tee at to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agrements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 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 in wediately 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 offere 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, 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, anter notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower 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 restoration 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 the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification 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. Lender shall not be required to commence proceedings against any successor in interest or refuse 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 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 and Borrower, spiger to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower was co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grow and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan 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 to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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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 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 Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as 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 reas, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrowe. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, dicposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to reappropriate to normal residential uses and to maintenance of the Property.

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

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

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

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

Initial Tables

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Voluestead. Borrower waives all right of homestead exemption in the Property.
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coveraints and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements (1°) is Security Instrument as if the rider(s) were a part of this Security Instrument.  [Check applicable box(es)]    XX Adjustable Rate Rider
BY SIGNING BELOW, Borrower accepts and agree, to the terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.  Witnesses:    Any Thry By for have the second of the s
-Witness (Seal)
Borrower -Borrower
-Witness
(Seal)(Seal)
STATE OF ILLINOIS,  I, the indersease and for said county and state do hereby certify that  Larry Horey, by Ama Florey + Anna Plarey
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.  Given under my hand and official seal, this  My Commission Expires:  OFFICIAL SEAL"  DEANN R. BROWN  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 4/28/2003

### 00540072

## LINE PER LA CONTRACE RIDER

THIS MORTGAGE RIDER ("Rider") is made this 12 of July 2000, by the undersigned, Larry Florey & Anna Florey ("Grantor"). Lender ("Trustee"), may act for the benefit of Chevy Chase Bank, F.S.B. ("Lender").

#### RECITALS:

- A. Grantor has applied to Lender for a first trust acquisition, construction and permanent loan in the principal amount of SIX HUNDRED THOUSAND Dollars (\$600,000) (the "Loan"). Lender has agreed to make the Loan to Grantor in accordance with the terms and conditions of that certain loan commitment letter from Lender to Grantor dated July 11, 2000 (the "Commitment").
- B. Grantor, in compliance with and pursuant to the Commitment, has executed and delivered to Lender that certain Note of even date herewith in the original principal amount of \$600,000, as amended by that certain Convertible Construction Loan Note Rider of even date herewith (the "Note").
- C. Repayment of the Note is secured by, among other things, that certain Mortgage of even date herewith, as amended hereby and or any other Mortgage Riders attached thereto of even date herewith (the "Mortgage").
- D. The proceeds of the Loan shall be disbursed in accordance with that certain Construction Loan Agreement of even date herewith (the "Loan Agreement").
- E. Grantor intends to use the proceeds of the Loan for construction of a single family dwelling (the "Project") on the property located at Lot 85 in CCC/C COUNTY, IL (the "Property").
- F. The Loan shall consist of two separate phases. The first phase shall cover the period during which the improvements on the Property are being constructed. If the Conversion Conditions (as defined in the Note) are satisfied, the Loan shall enter the second phase which shall continue until the final maturity date of the Loan.
- G. The parties have entered into this Mortgage Rider to set forth the terms and conditions that shall apply during the Construction Phase (hereinafter defined).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Recitals set forth above are incorporated herein as if fully set forth and are agreed to by the parties hereto.
- 2. Grantor hereby agrees to complete construction of the Project on or before the date which is Twelve (12) Months from the date hereof.

- 3. Grantor and Lender hereby acknowledge and agree that the terms and conditions set forth herein shall govern and apply during the Construction Phase and the terms and provisions of this Rider shall amend, supplement, and modify the terms and conditions contained in the Note. For purposes hereof, the "Construction Phase" shall be defined as the phase of the Loan commencing on the date hereof and terminating on the earlier to occur of either (i) the first day of the month following the month in which Lender issues the Conversion Notice (as defined in the Commitment), or (ii) August 01, 2001 (the "Conversion Date").
  - 4. Throughout the Construction Phase, the following terms and conditions shall apply:
- a. The definition of the "Property" set forth in the Mortgage shall also include all materials intended for construction, reconstruction, alteration, and repair of the improvements now or hereafter erected or placed on said real property.
- b. The Mortgage shall secure, in addition to those items stated in the Mortgage, the following:
- i. Payment of all indebtedness evidenced by the Note as well as all renewals, extensions, modifications and recastings of the Note.
- ii. The performance of 211 covenants, obligations, and agreements required of Grantor under the Loan Agreement.
- iii. The payment of any and all future advances which may be made to Grantor under the Mortgage or under the Loan Agreement.
- iv. The payment of all reasonable costs and expenses, including court costs, reasonable attorneys' fees, witness fees (including fees of expert witnesses), paid, advanced, or incurred by Lender to protect or preserve the Property or the validity or priority of this hardgage, or to enforce the remedies of Lender or Trustee as provided for in the Mortgage, the Loan Agreement or in any of the documents evidencing or securing the Loan.
- c. In addition to any other defaults set forth in the Mortgage, an event of default under the Loan Agreement, which is not remedied to Lender's satisfaction within any grace or cure period applicable to such default, shall be deemed a default hereunder.
- d. The terms and provisions of the Loan Agreement are hereby incorporated in the Mortgage and made a part thereof. In the event of any conflict or inconsistency between the Loan Agreement and the Mortgage, the provisions of the Loan Agreement shall be deemed to supersede such inconsistent provisions of the Mortgage.

25. Provided Granter satisfies the Conversion Conditions set forth in the Note and the Commitment, the parties hereby acknowledge and agree that the Permanent Phase of the Loan shall commence on the date that Lender issues the Conversion Notice (as defined in the Commitment). For purposes hereof, the "Permanent Phase" shall be defined as the phase of the Loan commencing upon the termination of the Construction Phase and ending on the date set forth in the Conversion Notice as the extended maturity date of the Loan (the "Maturity Date"). Upon commencement of the Permanent Phase, this Rider shall have no further effect.

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- a. Notwithstanding the foregoing, Note Holder may permit Borrower to convert to the Permanent Phase even if all of the Conversion Conditions are not satisfied. In such event, Borrower shall nevertheless be required to satisfy all Conversion Conditions upon Note Holder's demand, and Borrower's failure to do so shall, at Note Holder's discretion, constitute a default under the Note.
- 6. All of the terms, covenants and conditions of the Mortgage shall continue in full force and effect as amended hereby. The Mortgage, as amended hereby, shall remain and continue to be a valid and subsisting first priority lien on the Property, and shall continue to secure repayment of the Note. In the event that any terms or conditions set forth herein conflict with the provisions of the Mortgage, the parties hereto acknowledge that the provisions set forth herein shall govern.
- 7. If any provision of this Rider is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 8. Notwithstanding anything here in the contrary, this Rider shall be null and void upon the earlier to occur of the following: (a) at the time the Loan is sold in whole or in part; or, (b) upon commencement of the Permanent Phase.

00540072 signed and sealed his Convertible Construction Loan IN WITNESS WHE Mortgage Rider as of the date first written above. WITNESS: Grantor: WITNESS: Lender: CHEVY CHASE BANK, F.S.B. STATE OF Tilinois COUNTY OF (Que, to wit: On this  $10^{11}$  day of , 2000, before me, the undersigner, the + Anno flor raid hat he/she executed the foregoing undersigned, personally appeared  $Q_{1/(4)}$ instrument for the purposes therein contained and acknowledged the same to be his/her act and deed. In witness whereof, I hereto set my hand and offical seal. OFFICIAL SEAL" DEANN R. BROWN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/28/2003 My Commission Expires:  $\checkmark$ Notarial Sean

[Notarizations on Following Page]

STATE OF	·····›			
COUNTY OF	, to wit:			
On this the undersigned, per foregoing instrumen deed.	day ofsonally appearedt for the purposes there	, 20, before	me,, and that he/she exe ged the same to be h	cuted the is/her act and
In witness w	LAND, NTGOMERY, to wit:	hand and offical seal.  Notary Public		
[Notarial Seal]	JOY OF	My Commission Expires:		
STATE OF MARYI	LAND,	20/		
COUNTY OF MON	NTGOMERY, to wit:	TC		
Stimson, the Assistan	nt Vice President of Ch	and for the jurisdiction afore nevy Chase Bank, V.S.B., wh fore me in the jurisdiction of	ose name is signed to	
GIVEN unde	er my hand and seal this	s 11th day of July	, 20	000.
[SEAL]		Notary Public  My Commission Expires:	ANVRAUH AREI NOTARY PUBLIC STATE C My Commission Expire.	DE MARYLAND

### ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

THIS AL	DJUSTABLE RATE	RIDER is made this	12th		day of	July	,
2000	, and is incorporated	into and shall be d	leemed to	amend and	supplement	the Mortgage,	Deed of
Trust or Secur	rity Deed (the "Securi	ty Instrument") of th	e same dat	te given by	the undersig	ned (the "Borre	ower") to
secure Borrow	er's Adjustable Rate	Note (the "Note") to	Chevy	Chase Ba	nk, F.S.I	В.	

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

945 Livingston Lane, Inverness, IL 60010 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER' DJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

#### A. ADJUSTABLE RATE AND MONT HI Y PAYMENT CHANGES

The Note provides for an initial interest rate of %. The Note provides for changes in the adjustable interest rate and the monthly pay nents, as follows:

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The adjustable interest rate I will pay may change on the first day of August and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available us of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that it pared upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Tarse and percentage point(s) ( 3.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.500 MULTISTATE CONVERTIBLE ADJUSTABLE RATE RIDER - Single Family - 1 Year Treasury Index - FNMA Uniform Instrument

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or less than 6.500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than Two and 000/1000 percentage point(s) ( 2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 14.500 %, which is called the "Maximum Rate."

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by two to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

#### 5. FIXED INTEREST RATE CONVERSION OPTION

#### (A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is "any option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate e limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conve sion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that:
(i) I must give the Note Holder notice that I want to do so (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 750.00 , and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

#### (B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Moltgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield carnot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

#### (C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

#### C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless I ender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 Borrower fails to pay these sums prior to the expranon of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Unifor a Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

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 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 rocice 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 Borrower fails to pay ness 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

-DOLLOWEL AMMA FILOE

\_\_\_(Seal)
-Borrower

\_\_\_(Seal)

\_\_(Seal)

-Borrower

-Borrower

\*\*After the first Change Date, Lender shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

#### ADDENDUM TO ADJUSTABLE RATE RIDER

(Fixed Rate Conversion Option)

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this 12th day of July 2000 and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "Rider") of the same date signed by the undersigned borrower(s) (referred to below as "I", "me" or "my") to secure such borrowers' Adjustable Rate Note ("Note") to Chevy Chase Bank, F.S.B. ("you" or "yours"), of the same date and covering the property described in the Rider.

You and I agree that, notwithstanding any other provisions of the Note, the Rider or the Deed of Trust or other security instrument securing the Note, the Rider is amended as follows:

1. The third paragraph of Section 5(A) ("Option to Convert to Fixed Rate"), is changed to read as follows:

I have the or not to convert this loan to a fixed rate on the first day of the month of the first and second Change Date (month 37 2 ad month 49, referred to below as "Conversion Date") of the loan term.

If I want to exercise the Conversion Option, I must first meet certain conditions. These conditions are that: (i) I must give you written notice that I want to do so at least 45 but not more than 60 days before the Conversion Date (which must be the first day of a month) selected by me; (ii) on the Conversion Date, I must occupy the property which secures this loan as my primary residence, and I must not be in default under the Note or the Security Instrument; (iii) by a date specified by you, I must pay you a conversion fee of U.S. \$ 750.00; (iv) the new fixed interest rate determined under Section 5(B) below may not be more than two whole percentage points above the adjustable rate which will have been in effect for the six mont period immediately prior to the Conversion Date or, if by the Conversion Date the then current adjustable rate will at have been in effect for a full six months, the adjustable rate which was in effect for the full six month period preceding the change to the then current rate; (v) the new, fixed interest rate monthly principal and interest payment may not be more than 115% of the monthly principal and interest payment in effect for the six month period immediately prior to the Conversion Date or, if by the Conversion Date such monthly payment will not have been in effect for a full six recents, the monthly principal and interest payment which was in effect for the full six month period preceding the change of the then current monthly payment; and (vi) I must sign and give you any documents you require to effect the conversion. If I am unable to meet conditions (iv) and/or (v), I may submit a new, complete mortgage loan application to you (i cluding any supporting or supplementary documents requested by you) and you shall process such application under your then current underwriting standards and procedures and advise me whether, and on what terms and other conditions, you will waive compliance with either or both conditions and effect the conversion. In the event that, for any reason, the conversion is not effected, my interest rate will continue to be an adjustable rate and I may not exercise my Conversion Option again until the next Conversion Date, if any.

2. Paragraph 5(B) ("Calculation of Fixed Rate"), is amended to read as follows:

If, at the time of conversion, my original loan amount is less than or equal to the maximum single ican amount which may be sold to the Federal National Mortgage Association ("FNMA"), my new fixed interest rate will be equal to FNMA's required net yield as of a date and time of day specified by you for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield is not available from FNMA or cannot be determined for any reason, you will determine my interest rate by using comparable information as reasonably determined in your sole discretion. My new rate calculated as stated above will not be greater than the "Maximum Rate" stated in the Note ("Lifetime Cap").

If, at the time of conversion, my original loan amount is more than the maximum single loan amount which may be sold to FNMA, my new fixed interest rate will be equal to FNMA's required net yield as of a date and time of day specified by you for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-quarters of one percentage point (0.750%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-quarters of one percentage point (0.750%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield is not available from FNMA or cannot be determined for any reason, you will determine my interest rate by using comparable information as reasonably determined in your sole discretion. My new rate calculated as stated above will not be greater than  $\frac{d}{d}$  Lifetime Cap.

3. A new Paragraph 5(D), entitled "Lender's Options on Nonconforming Loans", is added to read as follows:

If, at the time of conversion, my original loan amount is more than the maximum single loan amount which may be sold to FNMA, you may Gut shall not be required to) take one or more of the following actions:

- 1. Appraisal. You may obtain at my expense a new Property appraisal. If, as a result of this new appraisal, my loan-to-value ratio exceeds annety percent (90%), you may decline to effect the conversion. If my loan-to-value ratio is less than nine y percent (90%) but greater than eighty percent (80%), you may obtain mortgage insurance at my expense as a condition of effecting the conversion.
- 2. <u>Credit Report</u>. You may obtain at my excense a new credit report on me. If, in your sole reasonable discretion, the credit report does not meet you; ordinary underwriting criteria for nonconforming loan conversions, you may decline to effect the conversion.
- 3. Mortgage Insurance. You may change the coverage and premium amount of any mortgage insurance currently covering my loan in order to adequately protect you. interest in my loan as reasonably determined in your sole discretion.
- 4. <u>Title Report</u>. You may obtain at my expense an update to the title report performed in connection with the origination of my loan. If, in your sole reasonable discretion, the new title report does not meet your ordinary underwriting criteria for nonconforming loan conversions, you may decline to refect the conversion.

BY SIGNING BELOW, I accept and agree to the foregoing amendments to the Ri ler.

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bone	thous		(SEAL)
ANNA F	LOREY		
	· ···-		(SEAL)
			(SEAL)

### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12th day of July , 2000 , 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

Chevy Chase Bank, F.S.B.

(the "Lender")

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

945 Livingston Lane, Inverness, IL 60010

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain courses areas and facilities, as described in

(the "Declaration").

The Property is a part of a planned unit development known as

#### BRAYMORE HILLS OF

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as falovis:

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Poclaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- **B.** Hazard Insurance. So long as the Owners Association mair ains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard in grance 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 lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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- **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 or the common areas and facilities of the PUD, 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 not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, 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 Langer;
- (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 Borrsver does not pay PUD 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 Bo rower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts an a agrees to the terms and provisions contained in this PUD Rider.

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1 long	<i>U</i>
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ÁNNA FLOREY	-Borrowe
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	-Borrower