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2000-11-02 11:27:40

Cook County Recorder

41.00



1178904 2/2
RETURN TO:

NATIONAL CITY MORTGAGE CO
P.O. Box 8800
Dayton, OH 45401-8800

Prepared by: LUPE ROSALES
National City Mortgage Co dba
1520 N DAMEN ST STE B
CHICAGO, IL 60622

0000171155

State of Illinois **BOX 260** MORTGAGE

FHA Case No.

137-0652946- 734

THIS MORTGAGE ("Security Instrument") is given on **October 12, 2000**
The Mortgagor is

ANDRE B McMAHAN An Unmarried Man

("Borrower"). This Security Instrument is given to

National City Mortgage Co dba
Commonwealth United Mortgage Company

which is organized and existing under the laws of **The State of Ohio**, and
whose address is **3232 Newmark Drive, Miamisburg, OH 45342**
("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY THOUSAND TWO HUNDRED EIGHTY & 00/100
Dollars (U.S. \$ **120,280.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **November 1**
2015. 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

FHA Illinois Mortgage - 4/96

VMP-4R(IL) (9608)

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ATGF, INC.

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0863015
Cook County
Sherriff's Office

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

hereby mortgage, grant and convey to the Lender the following described property located in
of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does
hereby mortgage, grant and convey to the Lender the following described property located in
Cook County, Illinois:

Parcel ID#: which has the address of 6337 W ROOSEVELT #302, BRYN Mawr [Street, City],
Illinois 60652 [Zip Code] ("Property Address");

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 seized 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest
on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment,
together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special
assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c)
premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance
premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium
would have been required if Lender still held the security instrument, each monthly payment shall also include either: (i)
a sum for the annual mortgage premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead
of a mortgage insurance premium if this instrument is held by the Secretary, in a reasonable amount to be
determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and
the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the
maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act
of 1974, 12 U.S.C. Section 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended
from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements
or disbursements before the Borrower's payment in the account may not be based on amounts due for the
mortgage insurance premium.

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Unit 301 in Atrium Court Village Home Condominium as delineated on a survey of the following described real estate: Part of the Northwest quarter of the Northwest quarter of Section 20, Township 39 North, Range 13 East of the Third Principal Meridian, which survey is attached as exhibit to the Declaration of Condominium recorded as Document No. 86285253, together with its undivided percentage interest in the common elements in Cook County, Illinois

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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 this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is damaged or substantially change the Property or allow the Property to deteriorate, shall not commit waste or destroy, Borrower shall notify Lender of any extraordinary circumstances. Borrower exists which are beyond Borrower's control. Borrower shall cause undue hardship for Borrower, or unless existing circumstances Lender determines that requirement will cause least one year after the date of occupancy, unless Lender determines that principal residence for at least one year after the date of occupancy, contumue to occupy the Property as Borrower's principal residence for a later sale or transfer of the Property) and shall after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

indeedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the security instrument shall be paid to the entity legally entitled thereto. and this Security instrument shall be paid to the Note holder. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note or payment of the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such or restoration or repair of the damaged Property. Any proceeds to the principal shall not exceed (b) to the restoration or repair of the damaged Property. Any proceeds to the principal shall not exceed instrument, first to any demandment amounts applied in the order in paragraph 3, and then to prepayment of principal, or be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not in a form acceptable to, Lender.

The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Lender in existence or subsequently erected, against hazards, casualties, and contingencies, including fire, for which now in existence or subsequently erected, against hazards, casualties, and contingencies, including fire, for which

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether

Fifth, to late charges due under the Note.

Fourth, to amortization of the principal of the Note; and

Third, to interest due under the Note;

insurance premiums, as required;

Second, to any taxes, special monthly mortgage insurance premium;

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

remaining for all installments for items (a), (b), and (c).

a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance obligation to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to all installment items (a), (b), and (c) and any mortgage insurance premium installation that Lender has not become Lenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for the Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower

are not sufficient to pay the Escrow items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

If the amounts held by Lender for Escrow items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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Assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. This application of rents shall not cure or waive any default or invalidation of remedy of Lender. Any breach to Borrower, however, Lender or a judicially appointed receiver may do so at any time there is a breach. Any Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of prevent Lender from exercising its rights under this paragraph 17.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due to Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as absolute assignment and not an assignment for additional security only.

Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of the Property, Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each substance 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 16, "Hazardous Substances" are those substances defined as toxic or hazardous jurisdiction where the Property is located that relate to health, safety or environmental protection.

As used in this paragraph 16, "Hazardous Substances" are those substances described as toxic or hazardous necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. regulation authority, that any removal or other remediation of any Hazardous Substances affecting the Property is Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or any government or regulatory agency or private party involving the Property and any Hazardous Substance or any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting any Hazardous Substances or small quantities of Hazardous Substances that are generally recognized to be use, or storage on the Property of any Hazardous Substances that are generally recognized to be proprie to normal residential uses and to maintenance of the Property.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not affect other provisions of this Note than the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

14. **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 throughout the conflicting provision. To this end the provisions of this Note shall not affect other provisions of this Security Instrument or the Note which are declared to be severable.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this paragraph.

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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

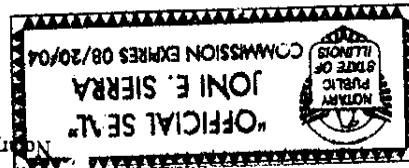
Condominium Rider
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

Other [specify]

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My Commission Expires:

Given under my hand and official seal, this
13th day of April, 2004
Signed and delivered the said instrument as
free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
, personally known to me to be the same person(s) whose name(s)
set forth.

ANDREW B. MCMAHAN, AN UNDERSIGNED man

STATE OF ILLINOIS, 2004
I, the undersigned
, a Notary Public in and for said county and state do hereby certify
that
County ss:

Borrower
(Seal)

Witnesses:
Under(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any

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CONDOMINIUM RIDER

FHA Case No.

137-0652946- 734

THIS CONDOMINIUM RIDER is made this **12th** day of **October**,
2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage,
Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned
("Borrower") to secure Borrower's Note ("Note") to
National City Mortgage Co dba Commonwealth United Mortgage Company

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

6337 W ROOSEVELT #302, BERWYN, Illinois 60402

[Property Address]

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

ATRIUM COURT CONDOMINIUM

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project
("Owners Association") holds title to property for the benefit or use of its members or shareholders, the
Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of
Borrower's interest.

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property,

FHA Multistate Condominium Rider - 10/95

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Borrower _____
(Seal)

ANDRE B MCMAHAN
Andre B. McMahan

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

- C. If Borrower does not pay Condominium dues and assessments when due, then Lender may pay
them. Any amounts disbursed by Lender under this Paragraph C shall become additional debt of
Borrower incurred by the Security Instrument. Unless Borrower and Lender agree to other terms of
payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall
be payable, with interest, upon notice from Lender to Borrower requesting payment.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments
carrying and governing the Condominium Project.
- A. If Borrower is liable for any amounts paid to the entity legally entitled thereto.
- This Security Instrument, with any excess paid to the entity legally entitled thereto.
- Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by
Property, whether to the Condominium unit or to the common elements, any proceeds payable to
a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the
lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event
provided by the Owners Association policy, Borrower shall give Lender prompt notice of any
insurance coverage on the Property is deemed satisfied to the extent that the required coverage is
and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard

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