UNOFFICIAL COMPANY TO BRILL PAGE 1 0014 1 001 Page 1 of 12

2001-03-27 09:58:25 Cook County Recorder

43.50

PREPARED BY-AND AFTER RECORDING MAIL TO?

Washington Mutual Bank, FA C/O ACS IMAGE SOLUTIONS 12691 PALA DRIVE - MS156DPCA GARDEN GROVE, CA 92841

73215A (12-97)

Washington Mutual	N	10RT	GAGE
MIC 2030753 (all SPACE ABOVE THIS LIN	MERCURY	TITLE	2030753
SPACE ABOVE THIS LIT	NE FOR RECORDI	NG DATA	

ORTGAGE

DATA -

	LOAN NO.: 03-2341-004285801-9
THIS MORTGAGE ("Security instrument") is given of	on <u>March 20, 2001</u>
The mortgagor is <u>JEAN SMITH, AN INMARRIED I</u>	MAN
M. F/K/A JEAN M.	LIDDLE
("Borrower"). This Security Instrument is given to	, which is organized and existing under
the laws of <u>usa</u> , and whose address	5 400 East Main Street Stockton.
CA JULIO	ncer"). Borrower owes Lender the principal
sum of <u>Two Hundred Forty-Four Thousand &</u>	00/100
Dollars (U.S. 244,000,00). This debt is evidate as this Security Instrument ("Note"), which put debt, if not paid earlier, due and payable on Instrument secures to Lender: (a) the repayment interest, and all renewals extensions and modificat sums, with interest, advanced under Paragraph Instrument; and (c) the performance of Borrows Security Instrument and the Note. For this purpose convey to Lender the following described prope County, Illinois: SEE ATTACHED	April 1, 2(2) . This Security of the debt evidenced by the Note, with ions of the Note; (b) the payment of all other 7 to protect the security of this Security er's covenants and agree nerts under this 8, Borrower does hereby mortgege, grant and
which has the address of 531 S PLYMOUTH CT #6 CHICAGO Illinois 60605	
PIN TAX I.D. NUMBER: 17152470531017	
ILLINOISSingle FamilyFannie Mae/Freddie Mac UNIFORM INS	TRUMENT Form 3014 9/90

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/ITH all the improvements now or hereafter erected on the property, and all nances, and fixtures now or hereafter a part of the property. All additions shall also be covered by this Security Instrument. All of the io in this Security Instrument as the "Property."

COVENANTS that Borrower is lawfully seised of the estate hereby right to mortgage, grant and convey the Property and that the Property is it for encumbrances of record. Borrower warrants and will defend generally ty against all claims and demands, subject to any encumbrances of record. ITY INSTRUMENT combines uniform covenants for national use and ts with limited variations by jurisdiction to constitute a uniform security eal property.

TS. Borrower and Lender covenant and agree as follows:

t of Principal and Interest; Prepayment and Late Charges. Borrower shall ue the principal of and interest on the debt evidenced by the Note and any charges due under the Note.

or Taxes and Insurance. Subject to applicable law or to a written waiver by B pay to Lender on the day monthly payments are due under the Note, in full, a sum ("Funds") for: (a) yearly taxes and assessments which may his Security Instrument as a lien on the Property; (b) yearly leasehold rents on the Property, if any; (c) yearly hazard or property insurance flood insurance premiums, if any; (e) yearly mortgage insurance premiums. ıms payable by Borrower to Lender, in accordance with the provisions of of the paymer of mortgage insurance premiums. These items are called der may, at any time, collect and hold Funds in an amount not to exceed t a lender for a lock ally related mortgage loan may require for Borrower's ir the federal Real Estate Settlement Procedures Act of 1974 as amended U.S.C. § 2601 et sec. ("RESPA"), unless another law that applies to the mount. If so, Lender may, at any time, collect and hold Funds in an amount ser amount. Lender may estimate the amount of Funds due on the basis of ionable estimates of expenditures of future Escrow Items or otherwise in cable law.

all be held in an institution whose deposits are insured by a federal agency, itity (including Lender, if Lender is such an institution) or in any Federal ider shall apply the Funds to pay the Escrow Items. Lender may not charge and applying the Funds, annually analyzing the escrow account, or Items, unless Lender pays Borrower interest cathe Funds and applicable of make such a charge. However, Lender may acquire Borrower to pay a supplicable in an independent real estate tax reporting service used by Lender in Ioan, unless applicable law provides otherwise. Unless an agreement is we requires interest to be paid, Lender shall not be required to pay Borrower go on the Funds. Borrower and Lender may agree in writing, nowever, that on the Funds. Lender shall give to Borrower, without charge, an annual nds, showing credits and debits to the Funds and the purpose for which ids was made. The Funds are pledged as additional security for all sums ity Instrument.

leid by Lender exceed the amounts permitted to be held by applicable law, to Borrower for the excess Funds in accordance with the requirements of amount of the Funds held by Lender at any time is not sufficient to pay the lue, Lender may so notify Borrower in writing, and, in such case Borrower ne amount necessary to make up the deficiency. Borrower shall make up lore than twelve monthly payments, at Lender's sole discretion.

It in full of all sums secured by this Security Instrument, Lender shall orrower any Funds held by Lender. If, under Paragraph 21, Lender shall pperty, Lender, prior to the acquisition or sale of the Property, shall apply nder at the time of acquisition or sale as a credit against the sums secured iment.

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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.

Borrover 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 P.or arty 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 or the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property !r.surance. 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 sincil be maintained in the amounts and for the periods that Lender requires. The insurance carrie: 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 light 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 proriptly 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. In the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and 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 Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums

secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to 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 control. 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 good faith

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t in forfeiture of the Property or otherwise materially impair the lien created ument or Lender's security interest. Borrower may cure such a default and I in Paragraph 18, by causing the action or proceeding to be dismissed with ar's good faith determination, precludes forfeiture of the Borrower's interest her material impairment of the lien created by this Security Instrument or terest. Borrower shall also be in default if Borrower, during the loan gave materially false or inaccurate information or statements to Lender (or ler with any material information) in connection with the loan evidenced by out not limited to, representations concerning Borrower's occupancy of the al residence. If this Security Instrument is on a leasehold, Borrower shall provisions of the lease. If Borrower acquires fee title to the Property, the title shall not merge unless Lender agrees to the merger in writing.

on of Lender's Rights in the Property. If Borrower fails to perform the ments contained in this Security Instrument, or there is a legal proceeding affect Lender's rights in the Property (such as a proceeding in bankruptcy, nation or forfeiture or to enforce laws or regulations), then Lender may do is necessary to protect the value of the Property and Lender's rights in the tions may include paying any sums secured by a lien which has priority rument, appearing in court, paying reasonable attorneys' fees and entering make capairs. Although Lender may take action under this Paragraph 7,

to do so.

disbursed by Lender under this Paragraph 7 shall become additional debt by this Security Instrument. Unless Borrower and Lender agree to other ese amounts shall bear interest from the date of disbursement at the Note ayable, with interest upon notice from Lender to Borrower requesting

e Insurance. If Lender required mortgage insurance as a condition of red by this Security Instrument, Borrower shall pay the premiums required tgage insurance in effect. If, for any reason, the mortgage insurance Lender lapses or ceases to be in effect, Borrower shall pay the premiums overage substantially equivalent to the mortgage insurance previously in istantially equivalent to the cost to Borrower of the mortgage insurance from an alternate mortgage insurer approved by Lender. If substantially insurance coverage is not available, Porrower shall pay to Lender each to one-twelfth of the yearly mortgage insurance premium being paid by isurance coverage lapsed or ceased to be in effect. Lender will accept, use yments as a loss reserve in lieu of mortgago insurance. Loss reserve ger be required, at the option of Lender, if mortgage insurance coverage (in he period that Lender requires) provided by an insuler approved by Lender ble and is obtained. Borrower shall pay the premiums required to maintain n effect, or to provide a loss reserve, until the requirement for mortgage cordance with any written agreement between Borrower and Lender or

n. Lender or its agent may make reasonable entries upon and inspections der shall give Borrower notice at the time of or prior to an inspection cause for the inspection.

nation. The proceeds of any award or claim for damages, direct or nection with any condemnation or other taking of any part of the Property, ieu of condemnation, are hereby assigned and shall be paid to Lender. if a total taking of the Property, the proceeds shall be applied to the sums ity Instrument whether or not then due, with any excess paid to Borrower.

tial taking of the Property in which the fair market value of the Property e taking is equal to or greater than the amount of the sums secured by this nmediately before the taking, unless Borrower and Lender otherwise agree secured by this Security Instrument shall be reduced by the amount of the by the following fraction: (a) the total amount of the sums secured ie taking, divided by (b) the fair market value of the Property immediately

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before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after 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. Berrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or medification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Forrower 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 Assign's Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other. Sorrower 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 Securit, 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 Portower 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 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.

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r's Copy. Borrower shall be given one conformed copy of the Note and of ent.

of the Property or a Beneficial Interest in Borrower. If all or any part of the est in it is sold or transferred (or if a beneficial interest in Borrower is sold orrower is not a natural person) without Lender's prior written consent, tion, require immediate payment in full of all sums secured by this Security, this option shall not be exercised by Lender if exercise is prohibited by date of this Security Instrument.

rcises this option, Lender shall give Borrower notice of acceleration. The period of not less than 30 days from the date the notice is delivered or Borrower must pay all sums secured by this Security Instrument. If these sums prior to the expiration of this period, Lender may invoke any y this Security Instrument without further notice or demand on Borrower. r's Right to Reinstate. If Borrower meets certain conditions, Borrower shall e enforcement of this Security Instrument discontinued at any time prior to ays (or such other period as applicable law may specify for reinstatement) merty pursuant to any power of sale contained in this Security Instrument; icoment enforcing this Security Instrument. Those conditions are that inder all sums which then would be due under this Security Instrument and celeration had occurred; (b) cures any default of any other covenants or all expanses incurred in enforcing this Security Instrument, including, but nable attorneys' fees; and (d) takes such action as Lender may reasonably t the lien of this Security Instrument, Lender's rights in the Property and to pay the sums secured by this Security Instrument shall continue instatement by Borrower, this Security Instrument and the obligations remain fully effect to as if no acceleration had occurred. However, this I not apply in the case of acceleration under Paragraph 17.

Note: Change of Loan Servicer. The Note or a partial interest in the Note scurity Instrument) may be sold one or more times without prior notice to by result in a change in the entity (known as the "Loan Servicer") that nents due under the Note and this Security Instrument. There also may be of the Loan Servicer unrelated to a sale of the Note. If there is a change of lorrower will be given written notice of the change in accordance with and applicable law. The notice will state the name and address of the new address to which payments should be marke. The notice will also contain required by applicable law.

us Substances. Borrower shall not cause or permit the presence, use, release of any Hazardous Substances on or in the Property. Borrower shall yone else to do, anything affecting the Property that is in violation of any The preceding two sentences shall not apply to the presence, use, or perty of small quantities of Hazardous Substances that are generally propriate to normal residential uses and to maintenance of the Property. The Property the give Lender written notice of any investigation, claim, demand, lawsuit y governmental or regulatory agency or private party involving the Property substance or Environmental Law of which Borrower has actual included. In substance of any Hazardous Substance affecting the Property is necessary, Borrower I necessary remedial actions in accordance with Environmental Law.

is Paragraph 20, "Hazardous Substances" are those substances defined as ubstances by Environmental Law and the following substances: gasoline, nable or toxic petroleum products, toxic pesticides and herbicides, volatile intaining asbestos or formaldehyde, and radioactive materials. As used in invironmental Law" means federal laws and laws of the jurisdiction where if that relate to health, safety or environmental protection.

M COVENANTS. Borrower and Lender further covenant and agree as

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21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure 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 syms 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 attorners fees and costs of title evidence.

22. Release Upon payment of all sums secured by this Security Instrument, Lender

22. Release Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under

applicable law.

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

Property.

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

Adjustable Rate Rider	X Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorder with it.

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LOAN NO.: 03-2341-004285801-9

Droponty Or Coop
[Space Below This Lir e F)r Acknowledgment] ————————————————————————————————————
in and for Isaid county and state, do hereby certify that not to fix I toam M. Lidle an unmar red man
me to be the same person(s) whose name(s) subscribed to the foregoing before me this day in person, and acknowledged that the said instrument as free and voluntary act, for the erein set forth.
and official seal, this 20 day of March 3001.
es:
. Bank, FA ROAD ROAD NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/10/2003

10240115

LEGAL DESCRIPTION

PARCEL 1:

UNIT 602 IN MERGENTHALER BUILDING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWIGF DESCRIBED REAL ESTATE:

PARTS OF LOTS 17, 20 AND 23 IN C. L. AND I. HARMON'S SUBDIVISION OF BLOCK 137 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVE(IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25314790, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS RECORDED AS DOCUMENT 25314787, OVER AND ACROSS 1ASEMENT AREA 'A' AS SHOWN AND DEFINED ON EXHIBIT 'E' TO SAID DECLARATION AND IN JAID DECLARATION, AND AS RESERVED IN DEED FROM LASALLE NATIONAL BANK, A NATIONAL FANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 15, 1978 AND KNOWN AS TRUST NUMBER 100306 TO CAROL L. MEYER RECORDED JANUARY 10K 1980 AS DOCUMENT 25314788, IN COOK COUNTY, ILLINOIS 'E

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CONDOMINIUM RIDER

03-2341-004285801-9

THIS CONDOMINATION RIDER is made this 20th day of March, 2001	_,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed	of
Frust or Security Deed (the "Security Instrument") of the same date given by t	ne
undersigned (the "Bor.ower") to secure Borrower's Note	to
Washi igt m Mutual Bank, FA	_
the "Lender") of the same date and covering the Property described in the Security Instrume	Πτ
and located at:	
531 S PLYMOUTH CZ #601, CHICAGO, IL 60605	
(Propert', Address)	
The Property includes a unit in, together with an undivided interest in the common elements of	of,
a condominium project known as:	
THE MERGANTHALER (the "Condominium Project"	٦.
(Name of Condominium Project)	
if the owners association or other entity which acts for the Condominium Project (the "Owner	rs
Association") holds title to property for the benefit or use of its members or shareholders, t	he
Property also includes Borrower's interest in the Owners Association and the uses, proceed	as
and benefits of Borrower's interest.	
· · · · · · · · · · · · · · · · · · ·	L -

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

A. Condominium Obligations. Borrower shall perform all of Borrower's collections under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) Ly-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

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urance. So long as the Owners Association maintains, with a generally arrier, a "master" or "blanket" policy on the Condominium Project which is r and which provides insurance coverage in the amounts, for the periods, irds Lender requires, including fire and hazards included within the term then:

Fig. waives the provision in Uniform Covenant 2 for the monthly payment to 1 of the yearly premium installments for hazard insurance on the Property;

purer's obligation under Uniform Covenant 5 to maintain hazard insurance pourty is deemed satisfied to the extent that the required coverage is ers Association policy.

give Lander prompt notice of any lapse in required hazard insurance

a distribution of hazard insurance proceeds in lieu of restoration or repair he Property, whather to the unit or to common elements, any proceeds are hereby assigned and shall be paid to Lender for application to the sums ty Instrument, with any excess paid to Borrower.

ility Insurance. Borrows, shall take such actions as may be reasonable to ers Association maintains a public liability insurance policy acceptable in tent of coverage to Lender.

tion. The proceeds of any award or claim for damages, direct or to Borrower in connection with any condemnation or other taking of all Property, whether of the unit or of the common elements, or for any f condemnation, are hereby assigned and shall be paid to Lender. Such lied by Lender to the sums secured by the Security Instrument as provided 10.

rior Consent. Borrower shall not, except fater notice to Lender and with consent, either partition or subdivide the Property or consent to:

abandonment or termination of the Condominium Project, except for ination required by law in the case of substantial destruction by fire or se case of a taking by condemnation or eminent domain;

mendment to any provision of the Constituent Documents of the provision efit of Lender;

nation of professional management and assumption of self-management of on; or

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

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(iv) any action which would have the effect of rendering the public liability insurance

coverage maintained by the Owners Association unacceptable to Lender.

F. Panedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

TEAN SMITH A JEAN M. LIDDLE

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Diff Clark's Office