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AMERICAN MORTGAGE NEUWORK, INC. P. O. LOM 35463 SAN DIEUR . CALIFORDIA 52186

Doc#: 0403333160 Eugene "Gene" Moore Fee: \$60.00 Cook County Recorder of Deeds Date: 02/02/2004 11:30 AM Pg: 1 of 19

Prepared Uv: JUGI SCS20

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MORTGAGE

LOAN NO. 203-949854 1003310-2030949854-9

DEFINITIONS

Open Open Coop Words used in multiple sections of this document are defined below and other words are defined in Sections 7, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 09, 2003 together with all Riders to this document.

(B) "Borrower" is

KRISHEM V. POLIMERU, married to Prakasarao Polimeru

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Merigage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026. Ulint. MI 48501-2026. tel. (888) 679-MERS.

ILLINOIS - Singin Family - Fannie Mac/Freddie Mac UNIFORM (NSTRUMENT WITH MERS

Form 3014 1/01

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(D) "Lender" is	AMERICAN MORTGAGE NETWORK, LEC., DBA AMNET MORTGAGE
organized and existin	RPORATION g under the laws of THE STATE OF DELAWARE P. O. BOX 85463, SAN DIEGO, CA 99186
The Note states that HUNDE D AND (U.S. 14 Payments and to pay (F) "Property" mea Property." (G) "Loan" means a due under the Note. (H) "Riders" means Riders are to be executed.	1,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic the debt in tall not later than — (JANUARY) 1. 2034 inside the property that is described below under the heading "Fransier of Rights in the heading evidenced by the Note, plus interest, any prepayment charges and late charges and all sums due under this Security Instrument, plus interest. (al Riders to this Security Instrument that are executed by Borrower. The following this 3 or Borrower [cheek box as applicable]:
	Rider Second Home Rider Second Home Rider 1-4 Family Rider Other(s) [specify] w" means all controlling applicable federal, state and local statutes, regulations,
ordinances and adminon-appealable judic	inistrative rules and orders ('Yat') ave the effect of law) as well as all applicable final,
charges that are in	posed on Borrower or the Property by a condominium association, homeowners

(L) "Exercive Items" means those items that are described in Section 3.

association or -imilar organization.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of durages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to or destruction of the Property: (ii) condemnation or other taking of all or erg part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and or condition of the Property.

(K) "Electronic Funds Transfer" means any transfer of funds other than a transaction originated by cheek, dr.P. or similar paper instrument, which is initiated parough an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or (inhorize a financial institution to debit or credit as a yount. Such term includes, but is not limited to, point of sale transfers, automated teller machine transfers initiated by telephone, wire transfers and automated clearinghouse

- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
- (O) "Periodic Pryment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act G2 U.S.C. Section 2601 er seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "fide ally related mortgage foam" even if the Loan does not qualify as a "federally related mortgage Joan" under RI SPA.

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(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFOR OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 to MERS (solely as nominee for Lender and Lender's successors and assigns) and successors and assigns of MERS, the following described property located in the [Type of Recording Jurisdiction] COUNTY

[Name of Recording Jurisdiction]:

which currently has the address of

[Zip Code]

which currently has

which currently has

ye with currently has

ye FOGETIALR WITH all the improvements now or hereafter elected on the property, and all easements appartenances, 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 fore oing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom. MERS (as nominee for Lender and Lender's successors and assigns) has the light to exercise any or all of those interests, including, but not limited to, the right to forcelose and sell the Projecty; and to take any action required of Lender including, but not limited to, releasing and canceling his Security Instrumerat

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 covenaris for national use and non-uniform covenants with finited variations by jurisdiction to constitute a uniform security instrument covering real property

UNITIORM COVENANTS. Borrower and Londer covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, me debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

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parsuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid. Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the toflowing forms, as selected by Lender: (a) eash; (b) money order; (c) certified check, bank check, treasurer's check or eashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency instrumentality, or entity; or (d) blectronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Joan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If and Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on anappare funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan property of funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan propert to Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return too not Borrower. If not applied earlier, such funds will be applied to the outstanding principal behance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments (r) rocceds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under me Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the arc'er in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to relate the principal balance of the Note.

If Landon receives a payment from Borrower for a defination Periodic Payment which includes a sufficient amount to pay any fate charge due, the payment may be applied to the delitiquent payment and the late charge. If more than one Periodic Payment is outstanding, I ender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to me extent that, each payment can be paid in fun. Fo the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges one. Voluntary prepayments shall be applied firm or any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Pariodic Payments.

3. Lands for Escrow Items. Borrower shall pay to Lender on the day Periodi. Payments are due under the Note, antil the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for; (a) taxes and assessments and other items which can attain priority over this Security Payment as a lien or encombrance on the Property; (b) leaseledd payments or around rents on the Property; of any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Porrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items," As origination or at any time during the term of the Load, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid in fer this Section. Borrower shall pay I ender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in syriting. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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due for at y Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall forms to I ender receipts evidencing such payment within such time period as I ender may require. Borrower's poligation to prace such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Scenarity Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower kins to pay the amount due for an Escrew Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Finder may revoke the waiver as to any or all Escrow Items at any time by a notice given in such scrowns, that are then required under this section 3.

Lond a neg, at any time, collect and hold bands in an amount (a) sufficient to permit Lender to apply the Finds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under 31 SPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future fiscrow 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 an institution, whose deposits are so insured) or in any Federal Harne Loan Back. Under shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or crifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be faid in the Funds. Lender shall give to Bo rower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly playments. If there is a deficiency of Funds held in escrow, is defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deticators in accordance with RESPA, but in no more than 12 morehy payments.

Upon payment in fad of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Linder.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges. Thes, and impositions attributable to the Property which can attain priority over this Security Instrument, le schold payments or ground rous on the Property, if any, and Community Association Dues, Fees, and Assertaicus, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has prior ay over this Security lastic ment unless Borrower (a) agrees in writing to the payment of the obligation secured by the fien in a manner acceptable to Lender but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the fien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the tien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the fien in 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 can attain priority over this Security Instrument. I under may give Borrower a notice identifying the



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lien. Within to days of the date or which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements row existing or hereafter erected on the Property inspeed against loss by fire, hazards included within the term "extended coverage," and any other hazerds including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Long. The insurance earrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Be to ver to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determitation on tracking services; or (b) a one-time charge for flood zone determination and certification solvices and subsequent charges each time remappangs or similar changes occur which reasonably a ight of 200 such determination or certification. But ower shall also be responsible for the payment of any fees innosed by the Federal Emergency Management Agency in connection with the review of the Board determination resulting from an objection by Borrower.

If Borrow'r fails to perform any of the coverages described above, Lender may obtain insurance coverage. a funder's option and no rower's expense. Lender is under no obligation to purchase any particular type of amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or hability and might provide great r or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Ary an ours disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewal, obsaich policies shall be subject to Lender's right to disapprove such policies, shall include a standard prograge clause, and shall name Lender as mortgagee and/or as an additional loss payee. I ender shall have the right to hold the policies and renewal certificates. If Lender requires, Lorrower shall promptly give to Lender all receipts of paid premiums and renewal notice. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee

In the event of loss, Borrower shall give prompt notice to the insurance confir and Lender. Lender may make proof of loss if not made promptly by borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required or itender, shall be applied to estoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not fessened. During such repair and restoration period, Lender shall have the right to hold such issuedate proceeds and Lender has had an opportunity to inspect such Property to endure the work has been completed to Londer's satisfaction, provided that such inspection shall be undertaken promotly A coder may disburse proceeds for the repairs and testeration in a single payment or in a series of progres, par ments as the work is completed. Unless an agreement is made in writing or Applicable Law requires inser so to be paid on such insurance proceeds. Lender stall not be required to pay Borrower any interest or enrings on such ploceeds. Fees for public adjusters, or other third parties, retained by Borrower shart not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Londer'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

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the excess, it my, baid to Bottower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Horovect abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of uncarned premiums paid by Borro er ander all insurance policies covering the Property, insofat as such rights are applicable to the coverage with. Property, I order may use the insurance proceeds enther to repair or restore the Property or to pay ancer's impaid under the Note or this Security Instrument. Alether or not then our,

- 6. Open a lev Borrower shall occupy, stablish, and use the Property as Borrower's principal residence within 80 days after the execution of this Security fustion and shall continue to occupy the Property: Format a principal residence for at least one year after be date of occupancy, unless Lender otherwise agrees in arting, which consent shell not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control
- 7. Preservation, Maint place and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property. Borrower shall maintain the Property in order to provent the Property from detainrating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property is damaged to avoid further descriptation or damage. If insurance or condemnate at proceeds are paid in connection with lamage to, or the taking of, the Property, Borrower shall be responsible for remining or restoring the Property only it i ender has released proceeds for such purposes - ender may disburse proceeds for the repairs of directoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or resource the Property. Borrower is not relieved of Corrower's obligation for the completion of such repair or castoration.

Lender or its agent may make reasonable entries upon and Jaspections of the Property. If it has reasonable cause. Lender may inspect the interior of the improvements of the Property. Lender shall give Borrower natice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if during the Loan application process. Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or orsent gave materially false mish ading, or inaccurate informatio (v) statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to representations conversing Borrower wee apancy of the Property as Bostower's principal residence.
- 9. Production of Lender's Interest in the Property and Right: Under this Security In crument. If (a) Borrower fulls to perform the covenants and agreements contained in this Security Instrument. (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Entrument (such as a proceeding, in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a tien which may attain priority over this Security instrument or to enforce laws or regulations), et (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument in duding protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Ecoder's actions can include, but are not lamited (c.: (a) paying any sums secured by a lien which has practify over this Security Listrations: (b) appearing a court; and (c) paying reasonable

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attorneys' first to protect it, interest in the Property and or rights under this Security Instrument, including its secured position in a bankruptey proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, charge locks, replace or board up deors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Aldrough Lender may take action under this Section 9. Lender does not have to do so and is not under any due, or obligation to do so. It is agreed that Lender inears no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Sectivity Instrument. These amounts shall beat interest at the Note rate from the date of disbursement, and shall be payable, with such interest, about netice from Lender to Dorrower requesting payment.

payment (1905). Scrurity Instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Panic wer acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

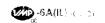
19. Nest gage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall per the premiums required to maintain the Mortgage lasurance in effect. If, for any reason, the Mertgage regrande coverage required by Leader ceases to be available from the mortgage insurer that previously acvided such insurance and Borrower was required to make separately designated payments toward the premiums for Morigage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivation to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to best over of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lorder II substantially equivalent Mortgage Insurance coverage is not available. Por over shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage reased to be in effect. Lender will accept, use and retain these payments as a non-refundable less reserve in ficu of Mortgago Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact tracilly Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no loager require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mongage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrowar was required to make separately designated payments toward the prenatums for Mortgage Insurance. Por over shall pay the premiums required to maintain Mortsage Insurance in effect, or to provide a norseffundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any orthon agreement between Borrower and Lender providing for such termination or until termination is required by Applicable I aw. Nothing in this Section 10 offects Borrower's obligation to pay naterest at the rate provide. In the Note.

Mort tage Insurance reimburses Lender (or any emity that parchases (be Note) for certain losses it may near if Borrower does not repay the Loan as agreed, borrower is not a party to the Mortgage Insurance

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losse. These agreements are on terms and conditions that are satisfactory to the mortgage asserer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Nortgage Insurance premiums).

As a read to of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (as might be characterized as) a portion of Botrower's payments for Mortgage Insurance, in exchange for snaring or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums said to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of pay Mortgage Insurance premiums that were unearned at the time of such cancellation or

11. Assignment of Miscel'aneous Proceeds; Forfaiture, All Miscellaneous Proceeds are hereby assigned to and shall be paid to Londer.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property. I the restoration or repair is coordinally feasible and Lender's security is not lessened. During 3ch repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until near let has had an opportunity to inspect such Property to insure the work has been completed to Lender's satisfiction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs if 1 estoration in a single disbursement or in a series of progress payments as the work is completed, that is an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellandous traceous Lander shall not be required to pay Borreson any interest or earnings on such Miscellance as trace cas. It the restoration or repair is not economically feasible or Lender's security would be lessened the Misrechneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or nor frenches, with the excess, it may, paid to Borrowe. Such Misrellaneous Proceeds shall be

applied in the order provided for in Section 2.

In the create of a foliar taking, destruction, or ioss in veloc of the Property, the Miscellaneous Proceeds shall be applied to the sams secured by this Security Instrument, whether or not then due, with

the enecss, if any, paid to Borrower in the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secural by this Security Instrument immediately before the partial taking, aestruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplier by the following fraction: (a) the total amount of the suns secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property

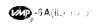
immediate's sofore the partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediate y before the partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediate y before the partial taking, destruction, or loss in value is less than the amount of the sums secured imprediately before the partial taking destruction, or loss in value, unless Borrower and " ander otherwise agree in writing, the Miscellaneous Procoads shall be applied to the sums secured by this Security instrument whether or not the supported than Jun.

If the Property is abandoned by Bostower, or if, after notice by under to borrower that the Opposing Party (as defined in the next sentence) offers to make an award to outle a claim for damages, Borrower fulls to respond to Lender within 36 days after the date the notice is given. Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the stims secured by tais Security Instrument, whether or not then due "Opposing Party" means the third party that owes borrower Miscelleneous Proceeds or the party against whom Borrower has a right of action in regard to Miscollaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether evil or criminal, is began that, in Lender's perfection, could result be forfeiture of the Property or of an material impairment of Lorder's interest is the Property or rights under this Security List ument. Bostower can cure such a default and, if accelerated his occurred, educated as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in thender's judgment, precludes forfeiture of the Property or other material impairmed of a cider's interest in the Property of rights under this Security Instrument. The proceeds of any award or claim for damages that are attribunible to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender

AF Miscelleneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment of medification of amortization of the sums secured by this Security Instrument granted by Lender



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to Berrows and any Successor in Interest of Borrower shall not appraise or release the Infallity of Borrower or any Salace of historiest of Porrower. Forecastial not be soon of to commence proceedings against any Secret of an Interest of domover or to relieve to extend ting for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of the Successors in Interest of Borrower, Any forocarrice by Lender in exercising any right or remedy in the my, without find ation. Leader's acceptance of p. vincats from third persons, entities or Successors in inducts of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude that exarcise of any right or remedy.

13. Joint and Several Liability; Co-signers: Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-sign, this decurity Instrument but does not occur the Not. () "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of the Security Instrument; (b) is not be socially obligated to say the sums secured by this Security Instrument of discharges that Londer and any other Borrower can agree to extend, modify, forbear or male any role modified with regard to the feaths of this Security Instrument of the Note without the construct of the Note without the construct of the provisions of Section 18. The Saccessor in Tolerost of Borrower who assumes Borrower could after this Security Instrument in writing, and is approved by Londer, shall obtain

all of Borrower's right and benefits under this Security Instrument. Borrower shall not be released from Borrower of hections and natifity under this Security Instrument unless Lender agrees to such release in writing—the coronants and problements of this Security Instrument shall bind (except as provided in Section 20 and benefit the successors and assigns of Londer,

14. Load Charges, Lender may thange Borrowich tees for services performed in connection with Borrower's de and, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not Imply 7 to, attorneys' fees property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a probletion on the charging of such fee. Lender may not charge

fee to herrower shall not be construct as a problem on the construct of such right such right shall be subject to a less which sets may true found charges and that have smallly interpreted so that the more than the horn charges collected or to be collected in connection with the Loan exceed the per united this, then, take any each loan charge shall be eithered by the amount necessary to reduce the charge to be per united limit; and (b) any sums already collected from Borrower which exceeded permitted limits and the collected are so that the boar ways to be permitted that the boar ways to be such that the boar ways to be such a thirty solution the principal limits with a stranded to Borrower. Lender may choose to passe this refund by reducing the principal owed under the Note or by moting a direct payment to Borrover. It a refund reduces principal, the reduction with he treated as a partial prepayment without any payment charge (whether or not a prepayment elerge is provided for under the Note). Borrower's acceptance of any such refund made by direct passuent to Borrower will constitute a waiver of any right of action Bolroy er might have arising out of such overcharge

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be a versing. Any notice to Borrower in connection with this Security Instrument scall be deemed to have been given to Borrower wich mailed by first class mail or when actually delivered to Borrower's not conditions in sent by other means. Notice to day one Borrower shall constitute notice to all Borrowers unless Appacable Lary expressly requires otherwise. The notice address shall be the Property Address unless Bollower bas designated a substitute none; address by notice to Lender. Borrower shall promptly notify iterative Borrower's charge of address. If Lender specifies a procedure for reporting Borrower's change of alcass, then Berrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to I coder shell be given by delivering it or by mailing it by first class mail to Lender's address stated becam unless Lender has designated another address by notice to Borrower. Any notice in connection will this Security Instrument thalf not be deemed to have been given to Lenger until netually received by Lander. If any notice required by this Seemily Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.



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16. Gaverning Law, Severability: Rules of Construction. This Security Instrument shall be governed by faderal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable care. Applicable have might explicitly or implicitly allow the parties to agree by contract or it might be seen, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security histrument: (ii) words of the masculine gender shalf mean and include corresponding namer words or words of the feminine gender; (b) words in the singular shall mean and include the phiral and vice verse, and (e) the word "may" gives sole discretion without any obligation to take any obligation.

17. Exerciseer's Copy. Borrower shall be good one copy of the Note and of this Security Instrument.

18. massfer of the Property or a 3cacticial Interest in Survower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those here of interests transferred in a bond for deed, connect or deed, installment sales contract or escrow agreeing by the intent of which is the transfer of title by Bondover at a future date to a purchaser.

If all or my part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a minute person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent. Lender may require immediate payment in full of all sums secured by this Security Instrument. If wever, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Leader 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 given in accordance with Section 15 within which Borrower must pay all sums so aired by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of the period. Lender may invoke any remedies permitted by this Security Instrument without further notice or deprior in Borrower.

19. But awer's Right to Reinstate After Acceleration. It Borrower meets retain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the carliest of (a) five days before sale of the Roperty pursuant to Section 22 of this Security Instrument (b) is the other period as Applicable Law might specify for the termination of Borrower's right to reinstate. In to, entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all seast which then would be due to our discontinued and the Note as if no acceleration had occurred, (b) cares any default of any other covariants or agreements; (c) pays all expenses induced in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other lees incurred for the durpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes acle action as Lender may reasonably require to assure that Lender's interest in the Property and tights under this Security Instrument, and I florrower's obligation to age the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law, Lender may require fair. Borrower pay such reinstancement sums and expenses in one or more of the following forms, as selected by Lender: (a) eash; the composite fairly or the Floetronic Fairds bransfer. Upon reinstancement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer: Notice of Grievance. The Note or a partial interest in the Note cross-free with this Security Instrument) can be sold one or more times without prior notice to Borrower. As le might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Physicials disc under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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, Isotrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a form Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower ner Lender may commence, join, or be joined to any judicial action (as either an individual litigact or the member of a class) that arises from the other party's actions pursuant to this Security Instruct sit or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Schurity Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with me requirements of Section 15) of such alleged breach and afforded the other poly hereto a reasonable period after the giving of such notice to take corrective action. If Applicable haw provides a time period which must clapse before certain action can be taken, that time period with or deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to you given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuand o Section 18 shall be exemed to satisfy the notice and opportunity to take corrective action pro-essues of this Section 20

21. Haz redous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substance: e.e.n.c.l as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, Lerosche, other flammable or toxic petroleum products, toxic pesticides and herbifiles volatile solvents, magazils containing asbestos or formaldehyde, and radioactive materials; (b) "Linvironmental Law" means federal laws and Liws of the jurisdiction where the Property is located that relate to health, safety or environmental projection; (c) "Environmental Cleanup" includes any response action, repedial action, or removal action, as deaned in Environmental Law; and (d) an "Environmental Condition," means a condition that can cause, contribute to, or otherwise trigger an Environmental

Boroscons shad not couse or permit the presence, use disposal, storage, or release of any Hazardous Substances, or relation to release any Hazardous Substances, on or in the Property. Borrower shall not do, not allow any the else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which is given an Havirenmental Condition, or (c) which that to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, armand, lawsuit or other action by any governmental or regulatory agency or private party involving the perty and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, baking, discharge, release or direct of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardor - Sometimes which adversely affects the value of the Property. If Borrower Jeans, or is notified by any government or regulatory authority, or any private party, that may removel or other remediation of any Hazardous Substance affecting the Property is necessary. B prower shall promptly take all necessary remedial visions in accordance vith Environmental Law. Nothing herein shall create my obligation on Lender for an has ironmental Cleanup





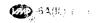


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NON TAILORM COVINANTS. Borow in and Leader fand in a venant and agree as follows

- 22. Accoloration; Remedies. Lender shall give notice to Borrower prior to acceleration following Bostower's aspeach of any concuant or agreement in this Security Instrument (but not prior to acceleration a the Section 18 unless Applicable Law provides atherwise). The natice shall specify: (a) the defined: (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, forcefosure 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 force same. If the default is not cured on or before the date specified in the notice, Lender at its option and graine immediate payment in full of all sums secured by this Security Instrument without fact or a usual and may forcelose this Security Instrument by judicial proceeding. Lender shall be goted on collect all expenses incurred in personny the remedies provided in this Section 22, including, but to limited to, reasonable attorneys' fees and cosss of title evidence.
- 23. Release, Upon proper of all sums secured by this Security Instrument. Lender shall release this Security histrament. Borrower stall day any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the lee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law,
- 24. Wai-er of Homestead. In accordance with Illinois law the Borrower hereby releases and waives all rights under and by virtue of the Illinois horse stead exemption faw.
- 25. Placement of Collateral Protection Fishirance, Unless do sower provides Londer with evidence of the instrumed coverage required by Borrovici's agreement with Lender, Lender may purchase insurance at Borrow (1)'s expense to protect Lender's intensis in Porrows scolinteral. This insurance may, but need not, provide the ower's interests. The coverage that hence purchases may not pay any claim that Borrower and a or any claim that is made against Borrower in an accion with the collateral. Borrower may later time largy insurance parchased by Londer, but only a let providing Lender with evidence that Borrower has obtained insurance is required by Borrower's and an der's agreement. If Lender purchases insurance for the collateral. Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total autstanding balance or obligation. The costs of the insurance may be more han the cost of insurance Barron or may be able to obtain on its own.



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BY SkyNF-G BLLCW. Borrower accepts and agrees to the terms and covenants contained in this Security I struct and and in any Riger executed by Borrower and recorded with it.

Witnesses:	
	KOLOLOV PO-CLINGU (Scal) ERISHNA V. FOLIMFRU -Borrower
	Prakasarao Polimeru singing solely to waive homestead
(Seal) 480 roxe:	(Scal) -Borrower
(Scal) -Betrove:	
(Seal) -Borrower	(Scal) -Borrower



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STATE OF HEINOIS. COLL-I. The wholes state do hereby artify that

County ss:

, a Notary Public in and for said county and

Kish NAV. Polimera married to

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STREET ADDRESS: 5305 NORTH WASHTENAW CIAL COPY

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 13-12-223-047-1004

LEGAL DESCRIPTION:

UNIT 2-S IN 5305 WASHTENAW CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 135 IN WILLIAM H. BRITIGANS BUDLONG WOODS GOLF CLUB ADDITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85306284 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Property of Cook County Clark's Office

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TiOM: DC 205-949854 1001310-2030549854-9

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is unide this. day of DECFMBER 9.PH and is a corporated 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 Boy over's Note to AMERICAN NORTGAGE NETWORK, INC., DBA AMNET MORTGA: 8

(the

"Lender") of the same date and covering too Prop. By described in the Security Instrument and located at: 53.05 N. MASLIEN W 92-3

The Property recludes a univ in together with an undivided interest in the common elements of, a condominism project known as:

WILLIAM H FARTIGANS BUDLONG WOODS GOLF CLUB

[Nan e 🔊 Condon inium Preject]

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

CONDOM: NIUM COVENANTS. In addition to the governors and agreements made in the Security Instrument. Berrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all at Porrower's obligations under the Condominuous Eroject's Constituent Documents. The "Constituent Pocuments" are the (i) Declaration or any other forement which creates the Condominium Project; (ii) by-layer (iii) code of regulations; and (iv) other equivalent doctorents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance can er. a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible acids), for the periods, the against loss by fire, hazards included within the term fextended coverage, and any other hazards, including, but not limited to, cartheraices and floods, from which Lender requires in urance,

MULTISTATE CONDOMINIUM RIDER Sangle Family-Family Mag/Freddie Mod UNIFORM INSTRUMENT

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then: (i) Leader waives the provision in Section 3 for the Periodic Payment to Leader of the yearly premium entallments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is decired satisfied to the extent that the required coverage is provided by the Owners Association policy.

When Lender requires as a condition of this waiver can change during the term of the loan.

Burrier shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the over of a distribution of property insurance proceeds in view of restoration or repair following a less to the 2 to very swhether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and steal be paid to Lender for application to the sums secured by the Security Instrument, whether or not then face, with the excess, if any, paid to Borrower.

- C. Paolie Liability last it are. 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 enverage to Lender.
- **D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable is Borrower in connection with no condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lende. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall us, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the preparty or consent to: (i) the abandonment or termination of the Condominum Project, except for abandomized 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 emment densir, (ii) any amendment to any provision of the Consideral Documents if the provision is for the express benefit of Lender: (iii) termination of professional planagement 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 up acceptable to Lender.
- F. Remedies. If Borrower does not pay condeminium 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 Noiss of and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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LOREN NO 203-919854

BY SUMING BELOW, F Condomission R der	Benrower accepts and	agrees to the forms and pre-	ovisions contained in this
	(Ścał) Barrover	Kindle V · F KRISEVA V. POLIME	O-CLINKY (Scal) FU Borrower
	Borrower S		olimeru signing ive homestead
	(Sep.), -Зетика		-Borrower
	(Seal) -Borrower	TO COM	(Seal) -Borrower
Ø BR (9∂0ε)	Page 3	of 3	Ferm 3140 1/01