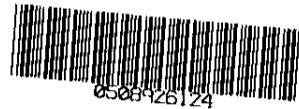


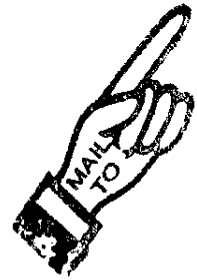
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Recording Requested by and  
when recorded return to:  
Consumer Loan Records Center  
1170 Silber Rd  
Houston, TX 77055  
Attn: Mailstop: CLRVLTTX

Doc#: 0508926124  
Eugene "Gene" Moore Fee: \$54.00  
Cook County Recorder of Deeds  
Date: 03/30/2005 02:33 PM Pg: 1 of 16



This Mortgage prepared by:  
Dina Krska  
Washington Mutual Bank, FA  
3050 HIGHLAND PARKWAY STE #700  
DOWNS GROVE, IL 60515

421742  
303



## MORTGAGE

Loan Number: 0681023487

THIS MORTGAGE is from:  
TONY FREGO AND VICKIE JO FREGO, HUSBAND AND WIFE

whose address is:

1222 CHICAGO AVE #704 Evanston, IL 60202

("Borrower") in favor of:

Washington Mutual Bank, FA, a federal association, which is organized and existing under the laws of the United States of America, and whose address is 400 E. Main Street, Stockton, CA 95290 ("Lender") and its successors or assigns.

1. **Granting Clause.** Borrower hereby grants, bargains, sells, mortgages and conveys to Lender and its successors and assignees, in Trust, with power of sale, the real property in COOK County, Illinois, described below and all interest in it Grantor ever gets:

This Deed of Trust is second and subordinate to WASHINGTON MUTUAL BANK FA first Deed of Trust in the amount of \$471,527. recording concurrently herewith.

Tax Parcel Number: 04-27-103-005-009-010-011 VOL 133/UNDERL together with all insurance and condemnation proceeds related to it; all income, rents and profits from it; all plumbing, lighting, air conditioning, and heating apparatus and equipment; and all fencing, blinds,

16124

STEWART TITLE OF ILLINOIS  
2 N. LASALLE STREET  
SUITE 1828  
CHICAGO, IL 60602

STEWART TITLE OF ILLINOIS  
2 N. LASALLE STREET  
SUITE 1828  
CHICAGO, IL 60602

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drapes, floor coverings, built-in appliances, and other fixtures at any time installed on or in or used in connection with such real property.

All of the property described above is called the "Property". To the extent any of the Property is personal property Borrower grants Lender, as secured party, a security interest in all such property and this Mortgage shall constitute a security agreement between Borrower and Lender.

**2. Security.**

(a) This Mortgage is given to secure performance of each promise of Borrower contained herein and the payment of:

FIFTY EIGHT THOUSAND NINE HUNDRED FORTY AND 00/100 Dollars  
( \$58,940.00 ) (called the "Loan") with interest as provided in the promissory note which evidences the Loan (the "Note"), and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Lender as provided in Section 10, and repayment of money advanced by Lender under Section 6 or otherwise to protect the Property or Lender's interest in the Property. All of these amounts are collectively called the "Debt". The Note provides that unless sooner repaid, the loan is due and payable in full on 03/25/2025 ("the Maturity Date").

(b) In addition to the Debt secured by this Mortgage, this Mortgage shall also secure and constitute a lien on the Property for all future advances made by Lender to Borrower for any purpose within twenty (20) years after the date of this Mortgage, just as if the advance were made on the date of the Mortgage. Any future advance may be at the option of Lender. The total amount of the indebtedness that may be secured by this Mortgage may increase or decrease from time to time but the total unpaid balance secured at any one time by this Mortgage shall not exceed two times the maximum credit limit that is set forth in Section 2(a) of this Mortgage, together with accrued interest and all of Lender's costs, expenses and disbursements made under this Mortgage.

If this box is checked, the Note secured by this Mortgage provides for a variable rate of interest.

**3. Representations of Borrower.** Borrower warrants and represents that:

(a) Borrower is the owner of the Property, which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing mortgage or deed of trust given in good faith and for value, the existence of which has been previously disclosed in writing to Lender; and,

(b) The Property is not used for any agricultural or farming purposes.

**4. Promises of Borrower.** Borrower promises:

(a) To keep the Property in good repair; not to move, alter or demolish any of the improvements on the Property without Lender's prior written consent; and not to sell or transfer the Property or any interest in the Property in violation of the provisions of Section 5;

(b) To allow representatives of Lender to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust on the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Lender's security. It is agreed that if anyone asserts the priority of any encumbrance

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other than those described in Section 3(a) over this Mortgage in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of the Mortgage for purposes of this Section 4(e); and

(f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may reasonably require, in an amount equal to the full insurable value, and to deliver evidence of such insurance coverage to Lender. Lender shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The Amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Lender's sole option, released to Borrower. In the event of foreclosure or sale of the Property all rights of the Borrower in insurance policies then in force shall pass to the purchaser at the Sheriff's sale.

**5. Sale, Transfer, or Further Encumbrance of Property.** The Loan is personal to Borrower, and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full repayment of the Debt shall constitute an event of default hereunder.

**6. Curing of Defaults.** If Borrower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Borrower's failure to comply. Repayment to Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rate specified in the Note and be repayable by Borrower on demand.

**7. Remedies of Default.**

(a) Prompt performance under this Mortgage is essential. If Borrower does not pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Mortgage, or any other document securing the Loan, Borrower will be in default and the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full, at the option of Lender. If Borrower is in default and Lender exercises its right to demand repayment in full, the total amount owed by Borrower on the day repayment in full is demanded, including unpaid interest, shall bear interest at the rate specified in the Note from the day repayment in full is demanded until repaid in full.

(b) Upon the occurrence of a default as set forth in Section 7(a) above, Lender may institute an action to foreclose this Mortgage under Illinois law and Lender may seek any other remedies available to it under applicable Illinois law.

(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the Debt. Lender may, upon the occurrence of a default, as set forth in Section 7(a) above, institute any other remedies available to a creditor under Illinois law. In connection with any portion of the Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Illinois.

(d) By accepting payment of any sum secured by this Mortgage after its due date, Lender does not waive its right to require prompt payment when due of all other sums so secured or to declare a default for failure to so pay.

**8. Notice and Opportunity to Cure Defaults.** Except in the case of abandonment or other extreme circumstances, Lender shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified

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0681023487

in Section 7, send to Borrower, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges.

Borrower will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Lender shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7. The above notwithstanding, Borrower shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Lender may exercise its remedies for default immediately and without notice to Borrower.

**9. Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Mortgage, shall be paid to Lender to be applied thereto in the same manner as payments under the Note.

**10. Fees and Costs.** Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Mortgage; in any lawsuit or proceeding which Lender is obliged to prosecute or defend to protect the lien of this Mortgage or to otherwise protect its security; and in any other action taken by Lender to collect the Debt, including any disposition of the Property under the Uniform Commercial Code.

**11. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay for all recordation costs of any satisfaction of this Mortgage and a Release Fee, except as prohibited by law.

**12. Notice of Limitation of Future Advances.** In the event the borrower executes a Notice of Limitation of Future Advances of this Mortgage in accordance with Illinois law, Borrower shall send a copy of such Notice to Lender by prepaid certified mail within two (2) business day of execution thereof to the attention of the Loan Servicing Director at the following address:  
Washington Mutual Bank, FA  
Consumer Lending -- BR2CLFL  
PO Box 6868  
Lake Worth, FL 33466

The Notice of Limitation of Future Advances of this Mortgage will not be effective unless notice is provided as set forth above.

**13. Miscellaneous.** This Mortgage shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Lender shall mean the holder and owner of the Note secured by this Mortgage, whether or not that person is named as Lender herein. The words used in this Mortgage referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with Federal law and to the extent Federal law does not apply, the laws of the State of Illinois.

In the event of any action hereunder or related hereto Borrower hereby waives any right to a jury trial. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and

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obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

14. **Payoff and Similar Statements.** Unless prohibited by law, Lender may collect a fee in the amount determined by Lender, for furnishing a payoff demand statement or similar statement.

15. **Waiver of Homestead.** Borrower hereby waives all right to homestead exemption in the Property.

16. **Waiver of Homestead Exemption by Non-Borrower.** To induce Lender to extend credit to Borrower, the undersigned hereby waives all right of homestead exemption in the property.

17. **Joining in Execution.** If this box is checked the following applies:

\_\_\_\_\_ joins in the execution and delivery of this Mortgage to induce the Lender to make the loan and to create a valid, enforceable lien under Illinois homestead law. \_\_\_\_\_ does not undertake any responsibility for the payments of the note secured by this Mortgage or the performance of any of the warranties, terms, or conditions of this Mortgage.

18. **Riders.** If one or more riders are executed by Grantor 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 box(es)]

Condominium Rider

Planned Unit Development Rider

Land Trust

RiderOther: \_\_\_\_\_

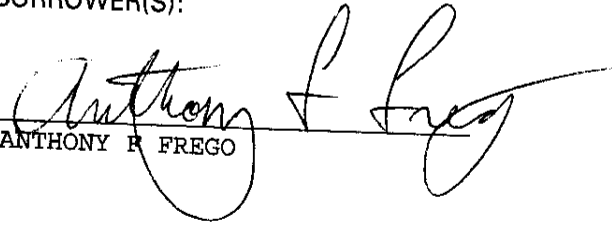
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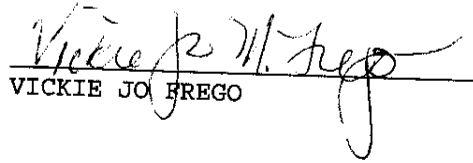
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DATED AT March, 2005 this 25 day of

BORROWER(S):

  
ANTHONY F. FREGO

  
VICKIE JO FREGO

Property of Cook County Clerk's Office

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0681023487

STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by ANTHONY F FREGO \_\_\_\_\_ and  
VICKIE JO FREGO husband & wife \_\_\_\_\_ and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and

who is/are personally known to me or has produced Illinois license  
as identification.

L. Schaff  
Printed/typed Name: \_\_\_\_\_  
Notary public in and for the state of IL  
Commission Number: \_\_\_\_\_



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## LEGAL DESCRIPTION

### EXHIBIT "A"

**File No.: 426055**

Unit 45 together with its undivided percentage interest in the common elements in Tower Crossing Condominium, as delineated and defined in the Declaration recorded as document number 0030130149 as amended from time to time, in Section 27, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

04-27-103-008,009,010,011

Property of Cook County Clerk's Office



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Recording requested by and  
when recorded return to:  
Consumer Loan Records Center  
1170 Silber Rd  
Houston, TX 77055  
Attn: Mailstop: CLRVLTTX

This document was prepared by:  
Dina Krska  
Washington Mutual Bank, FA  
3050 HIGHLAND PARKWAY STE #700  
DOWNERS GROVE, IL 60515



## PLANNED UNIT DEVELOPMENT RIDER

Loan Number: 0681023487

**THIS PLANNED UNIT DEVELOPMENT RIDER** is made this 25th day of March  
2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage,  
Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the  
undersigned (the "Borrower") to secure Borrower's Note to:

Washington Mutual Bank, FA  
(the "Lender") of the same date and covering the Property described in the Security Instrument and  
located at: 2720 VALOR COURT Glenview, IL 60025  
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with  
other such parcels and certain common areas and facilities, as described in the recorded declaration  
and related documents creating a planned unit development (the "Declaration"). The Property is a  
part of a planned unit development known as:

TOWERS CROSSING  
(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the Homeowners' Association or  
equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners'

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Association") and the uses, benefits, and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners' Association; and (iii) any by-laws or other rules or regulations of the Owners' Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners' Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage", and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then:

(i) Borrower's obligation under the Security Instrument to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy.

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

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

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners' Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided therein with the excess, if any, paid to Borrower.

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**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners' Association; or

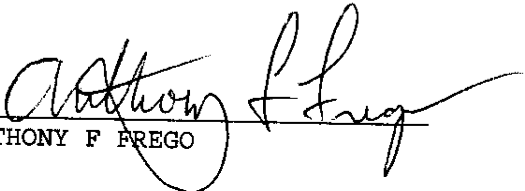
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.


**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless 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 unless otherwise prohibited by applicable law.

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

  
\_\_\_\_\_  
ANTHONY F FREGO

  
\_\_\_\_\_  
VICKIE JO FREGO

Property of Cook County Clerk's Office

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Recording requested by Law  
when recorded return to:  
Consumer Loan Records Center  
1170 Silber Rd  
Houston, TX 77055  
Attn: Mailstop: CLRVLTXX

This document was prepared by:  
Dina Krska  
Washington Mutual Bank, FA  
3050 HIGHLAND PARKWAY STE #700  
DOWNS GROVE, IL 60515

**CONDOMINIUM RIDER**

Loan Number: 0681023487

**THIS CONDOMINIUM RIDER** is made this 25th day of March, 2005 and is incorporated into and shall be deemed to amend and supplement a Deed of Trust, Trust Indenture or Mortgage of even date ("Security Instrument") given by the undersigned ("Borrower") to secure performance of Borrower's obligations under Borrower's promissory note or line of credit agreement with:

Washington Mutual Bank, FA

("Lender"). The

Security Instrument covers certain real property located at:

2720 VALOR COURT

Glenview, IL 60025

and described more fully therein.

Said Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as TOWERS CROSSING

(herein "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 Borrower's interest in the Owners' Association and the uses, proceeds and benefits of Borrower's interest.

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

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**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's; (i) Declarations or any other document which creates the Condominium Projects; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents (jointly "Constituent Document"). Borrower shall pay when due all assessments imposed by the Owners' Association.

**B. Hazard Insurance.** So long as the Owners' Association maintains with a generally accepted insurance carrier a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Borrower's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and (ii) The provisions of the Security Instrument regarding assignment of insurance policies shall be superseded by any provisions of the Constituent Documents or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the Security Instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners' Association maintains a public liability policy acceptable in form, amount and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of common elements or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided therein with the excess, if any, paid to Borrower.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or to other casualty or in the case of a taking by condemnation or eminent domain; (ii) Any material amendment to the Constituent Documents, including, but not limited to, any amendment which would adversely affect the interest of Lender or change the percentage interests of the unit owners in the Condominium Project; (iii) The effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project; and (iv) Any action which should have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.

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**F. Voting Rights; Notice of Meetings.** Unless such rights have already been assigned to the holder or beneficiary of a prior mortgage or deed of trust, trust indenture or mortgage, the existence of which has been disclosed in writing to Lender pursuant to Security Instrument, Borrower to the extent permitted by law, hereby assigns to Lender all of Borrower's voting rights under the Constituent Documents, and irrevocably appoints Lender as its attorney and proxy to cast its votes at all times permitted or required pursuant thereto, to the extent permitted by law. If Lender's representative fails to attend a duly called meeting, then Borrower may cast its votes as though this power had not been granted to Lender. It is agreed that this power shall be coupled with an interest and may not be revoked by Borrower until the promissory note is fully satisfied and the Security Instrument released. Borrower agrees that it will cause copies of all notices of meetings and other notices required or permitted under the Constituent Documents to be sent directly to Lender.

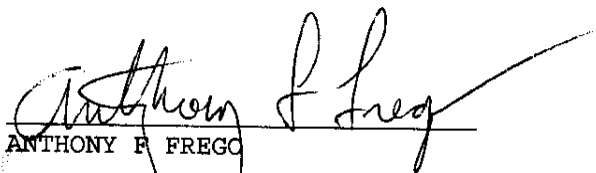
**G. No Liability.** Lender assumes no liability for the performance of any obligation under Constituent Documents, except that if Lender acquires possession of the Property through foreclosure or otherwise, Lender agrees to perform and abide by all provisions thereof applicable to the owner of the Property as long as Lender retains title thereto.

**H. Default; Remedies.** If Borrower breaches Borrower's covenants and agreement hereunder, including the covenant to pay when due all condominium assessments, the breach will constitute a default under the Security Instrument and Lender may invoke any remedy provided herein subject to applicable law. Without limiting the foregoing, if Borrower does not pay condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender hereunder shall become additional debt of Borrower secured by the Security Instrument, shall immediately due and payable and shall bear interest from the date of disbursement at the rate specified in the note or line of credit agreement unless otherwise prohibited by applicable law.

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0681023487

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

  
\_\_\_\_\_  
ANTHONY F FREGO

  
\_\_\_\_\_  
VICKIE JO FREGO

Property of Cook County Clerk's Office