# **UNOFFICIAL COPY**

Clerk: This instrument prepared by and return to: 1ST ADVANTAGE MORTGAGE, L.L.C. **701 E. 22ND STREET, SUITE 125** LOMBARD, ILLINOIS 60148



Doc#: 0511539061

Eugene "Gene" Moore Fee: \$44.00 Cook County Recorder of Deeds Date: 04/25/2005 11:24 AM Pg: 1 of 11

### **ILLINOIS** HOME EQUITY LINE OF CREDIT MORTGAGE

(Securing Future Advances) Loan Number: 1230250

MIN Number: 100188520503300005

THIS MORTGAGE is made on APRIL 15, 2005. The mortgagor SANJAY A. BHATIA, AN UNMARRIED MAN mortgages and warrants to 1ST ADVANTAGE MORTGAGE, L.L.C. (the mortgagee/Lender) of 701 E. 22ND STREET, SUITE 125, LOMBARD, ILLINOIS 60148 to secure the payment of Home Equity Line of Credit for \$29,200.00, plus interest, the real estate described herein.

In this Mortgage, the terms "you," your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to the Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lerder'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, Fint, MI 48501-2026, tel. (888) 679-MERS.

Pursuant to a Home Equity Line of Credit Agreement dated the same date as this Mortgage ("Agreement"), you may incur maximum unpaid loan indeb echess (exclusive of interest thereon) in amounts fluctuating from time to time up to the maximum principal sum outstanding at any time of TWENTY-NINE THOUSAND TWO HUNDRED AND 00/100ths Collars (U.S. \$29,200.00). The Agreement provides for a final scheduled installment due and payable not later than on APRIL 15, 2045. You agree that this Mortgage shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement. The parties hereto intend that this Mortgage shall secure unpaid balances, and all other amoun's due to us hereunder and under the Agreement.

This Mortgage secures to us: (a) the repayment of the debt evidenced by the Agreement, with interest, and all refinancings, renewals, extensions and modifications of the Agreement; (b) in payment of all other sums, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of your covenants and agreements under this Mortgage and the Agreement. For this purpose and in consideration of the debt, you do hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in COOK County, Illinois:

Borrower Initials

WFGMD

0511539061 Page: 2 of 11

## **UNOFFICIAL COPY**

### LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the addre	ss of 201 N. W	ESTSHORE D	RIVE, #2106			
CHICAGO	,	Illinois	60601	("Property Address	s");	
TOGETHER	WITH all the	improvements	now or hereafte	er erected on the	property, a	and al

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property." Borrower under tands 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 right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

YOU COVENANT that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

#### YOU AND WE covenant and agree as follows:

- 1. Payment of Principal, Interest and Other Charges. You shall pay when due the principal of and interest owing under the Agreement and all other charges due hereuwer and due under the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 shall be applied by us as provided in the Agreement.
- 3. Prior Mortgages; Charges; Liens. You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Mortgage, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly. You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage.

	Borrower Initials	20	<u>.</u>
-2-			WFGMD

#### Late fee:

## **UNOFFICIAL COPY**

I also agree to pay a late fee of 5% of my scheduled payment if I do not make a full payment within 15 days after the date it is due.

#### 1. Overlimit fee:

You will charge me the Overlimit fee each time you, at your sole discretion, make any loan which (when added to my unpaid loan balance) exceeds my credit limit. (If state law limits this fee to one fee per billing cycle or period, only one Overlimit fee will be charged during such billing cycle or period.)

#### 2. Annual fee:

You will charge me the Annual fee during the first monthly billing cycle of each year described above.

#### 3. Return Payment fee:

You will charge me the Return Payment fee for any check or other negotiable instrument made as payment on this line of credit which is returned unpaid for any reason or for any ACH transfer made as payment on this line of credit which is returned unpaid for any reason.

#### 4. Stop Payment fee:

You will charge me a Stop Payment fee if I notify you to stop payment on any draft drawn directly on this line of credit. To be effective, a stop payment order ("Order") must contain my name and account number, the number and exact amount of the draft, and the name of the person to whom the draft is payable, and it must be received in a time and manner that gives you a reasonable opportunity to act on it. A writen Order will be in effect for six months; however, you reserve the right to remove an oral Order after 14 days if I fail to confirm an Order in writing within that time. I may renew an Order in writing every six months. You may pay my draft after an Order has expired even though the draft is more than six months old. You will have no liability to me if any of the information I provide in my Order is incorrect and you pay the draft.

#### 5. Reconveyance fee:

When my line of credit is paid off and closed, you will charge a fee in connection with the satisfaction/reconveyance/release of the Security Instrument securing my line of credit if and is permitted by law in connection with the satisfaction/reconveyance/release.

#### **Closing Costs**

I agree to pay the following closing costs, unless otherwise specified.

		( ) .	
Appraisal Fee	\$0.00	Abstract/Title Search	\$0.00_
Credit Report	\$ 0.00	Notary Fee	\$ 0.00
Pre-Closing Inspection Fee	\$ 0.00	Title Insurance	\$ 0.00
Courier Fee Lender	\$ 0.00	Title Endorsement	\$ 0.00
Mortgage Tax (Borr share)	\$ 0.00	Recordation / Fil ng Fee	\$ 56.00
Florida/Georgia Intangibles	\$ 0.00	Documentary Stamp Tax	\$ 0.00
Georgia Residential Loan Fee	\$ 0.00	Survey Fee	\$ 0.00
N/A	\$ 0.00	N/A	\$ 0.00
The following closing costs are FINAN	CE CHARGES:		
Loan Origination Fee	\$ 0.00	Escrow/Sub Escrow Fee	\$ 0.00
Loan Discount Fee	\$ 0.00	Settlement Fee	\$ 150.00
Application Fee	\$0.00	Document Preparation	0.00
Tax Service Fee	\$ 0.00	Attorney Fee	\$ 0.00
Underwriting Fee	\$ 0.00	Doc Prep - Escrow/Title	\$ 0.00
Funding Fee	\$ 0.00	Signing Fee	\$ 0.00
Mortgage Broker Origination Fee	\$ 0.00	Quit Claim	\$ 0.00
Mortgage Broker Processing Fee	\$ 0.00	Reconveyance Fee	\$ 0.00
Mortgage Broker Administration Fee	\$ 0.00	Assignment Recording Fee	\$ 0.00
Appraisal Review	\$ 0.00	Flood Zone Cert Fee	\$ 0.00
Lender Processing	\$ 0.00	Processing Fee	\$ 0.00
Lender Admin Fee	\$ 0.00	Wire/Fax Fee	\$ 0.00
Lien Release	\$ 0.00	Warehouse Fee	\$ 0.00
Courier Fee - Broker	\$ 0.00	N/A	\$ 0.00
GUARDIAN REVIEW FEE	\$ 40.00		

### **Security Interest**

# **UNOFFICIAL COPY**

To protect you if I am in default, the loans on this Home Equity Line of Credit are secured by my real property identified above (the "Property.").

#### **Property and Flood Insurance**

During the term of this agreement and any renewals or extensions thereof, I agree to maintain and provide you with proof of coverage of (i) standard property insurance covering damage to the Property in an amount equal to the replacement cost of the Property and (ii), if you notify me prior to the date of this agreement that the Property is located in a flood zone, flood insurance in an amount equal to the lesser of the amount of my credit limit or the maximum amount available under the National Flood Insurance Program. If you notify me that the Property is in a flood zone after the date of this agreement, I will obtain the flood insurance within 45 days of the date you notify me. I understand that I may obtain the required insurance from any insurance company acceptable to you. I agree to furnish you with a mortgagee endorsement on origination and at each renewal of such insurance coverage. I understand that if I do not maintain the required insurance, in addition to your right to declare me in default, you have the right to purchase insurance coverage for your interest in the Property only and add the premium for such insurance to the unpaid balance of my line of credit on which interest will accrue. I understand any insurance you purchase may be much more expensive than coverage I could obtain myself.

### Credit Life and Disability Insurance

You do not offer credit life and disability insurance on my Home Equity Line of Credit.

#### Governing Law

This agreement will be governed by federal law and, to the extent not preempted by federal law, the law of the State where the Property is located.

#### Change in Terms

My agreement with you permits you to make certain changes to the terms of this Home Equity Line of Credit account at specified times or upon the occurrence of specified events.

You can make insignificant changes such as changes in he address for payments, billing cycle dates, payment due dates, day of month on which index values are determined, index or in erest rate (Annual Percentage Rate) rounding rules, and balance computation method (if the change produces an insignificant dufference in the interest (finance charge) I pay). You can also make changes that will benefit me, such as changes that offer me more opticus or a temporary reduction in fees.

You can change the Index and Margin you use to determine the Annual Recentage Rate if the Index or any substitute index (the "old index") is no longer available. The new Index and Margin you choose will result in an Annual Percentage Rate substantially similar to the rate that was in effect at the time the old index became unavailable. Unless the new Index is newly established and, therefore, does not have historical rate history, the new Index will also have a historical novement substantially similar to that of the old index. The Annual Percentage Rate on my account will continue to be subject to change monthly.

You can make any of the changes discussed above without my consent, unless state law provides otherwise. You will give me any notice of change that is required by law.

#### Default

You can terminate my Home Equity Line of Credit account and require me to pay you the entire outstanding balance in one payment if:

- I engage in fraud or material misrepresentation in connection with the line.
- I do not meet the repayment terms.
- My action or inaction adversely affects the collateral or your rights in the collateral securing this account, including, by way of example and not limitation: (a) failure to maintain required insurance on my dwelling; (b) my transfer of the Property; (c) failure to maintain the Property or use of the Property in a destructive manner; (d) failure to pay taxes on the Property; (e) causing or permitting a lien to be filed against the Property that is senior to your lien; (f) death of all borrowers and co-borrowers who signed this agreement; (g) the Property is taken through eminent domain; (h) a judgment is filed against me and subjects me and the Property to action that adversely affects your interest; or (i) a prior lien holder forecloses on the Property and as a result, your interest is adversely affected.

# Your Rights If I Am in Default UNOFFICIAL COPY

If I am in default, you will notify me. You will also give me notice of any right to cure that default when notice is required by law. If I do not promptly cure the default or, if applicable, I do not cure the default within the time stated in the notice, you may demand that I pay you the unpaid loan balance, together with finance charges and other charges, outstanding on this line of credit. You may also use any other legal rights you have. However, you do not have to demand full payment right away. If you delay in enforcing any of your rights, you do not lose them. If I am in default, I agree to pay reasonable attorney's fees and other costs of collection, unless prohibited by law. You also can refuse to make further loans if I am in default.

#### Restrictions

You can refuse to make additional loans on this line of credit or reduce my credit limit under this agreement if:

- The value of the dwelling securing this line declines significantly below its appraised value for purposes of the line.
- You reasonably believe that I will not be able to meet the repayment requirements due to a material change in my financial circumstances.
- I am in default of a material obligation in this agreement. This includes by way of example and not limitation, if I move out of my dwelling securing this agreement, if I permit an intervening lien to be filed that may take priority over your future advances, or if I naterially misuse or mismanage this line of credit.
- Government action prevents you from imposing the annual percentage rate provided for or impairs your security interest such that the value of the interest is less than 120 percent of the credit line.
- A regulatory agency has notified you that continued advances would constitute an unsafe and unsound practice.
- The maximum annual percentage rate is reached.

If you refuse to make additional advances or reduce my credit limit under this section, you will send me a written notice stating the reason for such action. If for any reason i believe my credit limit should be reinstated, I must send you a written request for reinstatement and include in the request the reason; why I believe the credit limit should be reinstated.

#### **Termination Prior to Maturity**

You can refuse to make further loans and terminate this line of credit if I am in default (and have not cured the default if applicable law gives me the right to cure). I can terminate this line of credit at any time. (If this is a joint line of credit and either of us gives you notice of termination, this line of credit will terminate (fter you have had a reasonable opportunity to act on that notice.) If you or I terminate this agreement, I cannot obtain further loans and I still will have to pay back my unpaid loan balance, finance charges and other charges due, in full, immediately upon your demand.

#### Due On Sale

The Security Instrument includes a due on sale provision that permits you to accelerate the debt and require me to pay you all sums secured by the Security Instrument immediately. That provision reads as follows:

Transfer of the Property. If all or any part of the Property or any interest in its sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Mortgage.

#### Servicing

### 1. Annual Review

If you ask, I agree to provide you with current financial statements when you request such statements annually or otherwise from time to time. You will use these statements and other financial information available to you to review my financial condition. If you determine that my financial condition has deteriorated so that I no longer meet your credit standards, you may decide not to permit further loans under this agreement.

#### 2. Statements

The monthly statement you send me will include a record of my loans, charges, credits and payments made during the billing cycle covered by that statement. Unless I notify you within 60 days of the statement's closing date, you will assume that the statement is correct. The billing rights notice at the end of this agreement describes my rights and the method of giving notice.

### 3. Application of Payments

# UNOFFICIAL COPY

You may apply payments to billed but unpaid amounts in any order permitted under applicable law.

You may, at your discretion, withhold a portion of the available credit on my line of credit up to the amount of any payments I make to assure that the check or other payment instrument is honored.

#### 4. Use and Management of Credit Line/ACH Termination

I agree that I will not misuse or mismanage this line of credit with you. If any ACH transfer for a payment is returned unpaid, you may terminate the ACH transfer authorization and bill me for future payments.

#### Tax Deductibility

I understand that I should consult my tax advisor regarding the deductibility of interest and charges on this Home Equity Line of Credit.

#### My Billing Rights

I SHOULD KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

### I SHOULD NOTIFY YOU IN CASE OF ERRORS OR QUESTIONS ABOUT MY STATEMENT.

If I think my statement is wrong, or if I need more information about a transaction on my statement, I will write you on a separate sheet at the address you have given me. I will write you as soon as possible. You must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I will give you the following information:

- my name and account number;
- the dollar amount of the suspected error;
- a description of the error and an explanation, if possible, of v ny I believe there is an error. If I need more information, I will describe the item I am not sure about.

MY RIGHTS AND YOUR RESPONSIBILITIES AFTER YOU RECEIVE MY WRITTEN NOTICE. You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the statement was correct.

After you receive my letter, you cannot try to collect any amount I question or report rie ris delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid a nount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my statement that are not in question.

If you find that you made a mistake on my statement, I will not have to pay any finance charges related to the questioned amount. If you did not make a mistake, I may have to pay finance charges and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe you, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my statement. You must also tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you do not follow these rules, you cannot collect the first \$50 of the questioned amount, even if the statement was correct.

# **UNOFFICIAL COPY**

- 21. Waiver. No waiver by us at any time of any term, provision or covenant contained in this Mortgage or in the note secured hereby shall be deemed to be or construed as a waiver of any other term, provision or covenant or of the same term, provision or covenant at any other time.
  - 22. Waiver of Homestead. You waive all right of homestead exemption in the Property.
- 23. Riders to this Mortgage. If one or more riders are executed by you and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were part of this Mortgage.

□ 1-4 Family Rider

☐ Other(s) (specify)	
gree to the terms and covenants contained in this Mortgagd with it.	e and
of:	
	Seal)
JAIWAI A. DIIAIIA	
	Seal)
	Seal)
· 6/4/	
	Seal)
O,5c.	
	Seal)
CV	
(	Seal)
d	gree to the terms and covenants contained in this Mortgag I with it.  of:  SANJAY A. BHATIA

X Condominium Rider

0511539061 Page: 8 of 11

# **UNOFFICIAL COPY**

A	CKNOWLEDGMENT
STATE OF ILLINOIS,	) ) ss.
County of COOK	)
certify that SANJAY A. BHATIA, AN person(s) whose name(s) [is/are] subscr person, and acknowledged that [he/sl [his/her/their]] free voluntary act, for the unit of the subscript of the subscrip	uses and purposes therein set forth.
Given under my hand and offic	cial seal this 15 day of MW 2005.
DO DO	Notary Public, NOTATION M. PECSONO County, Illinois. NOTATION M. PECSONO My Commission expires: 10-15-08
J-OFC	[SÉAFFICIAL SEAL" Christina M. Pecoraro Notary Public, State of Illinois My Commission Expires Oct. 19, 2008
	O <sub>f</sub> Co.
	day of County Decorate Notary Public, County, Illinois. County, Illinois. County, Illinois. County, Illinois. County Commission expires: 10-15-08  [SEOFFICIAL SEAL." Christina M. Pecoraro Notary Public, State of Illinois My Commission Expires Oct 19, 2008
	Rorrower Initials SB
© 2002 2004 Guardian Martenan Dogumenta Inc	DOLLOWEL HILLIANS -

© 2003-2004 Guardian Mortgage Documents, Inc. HC# 38486v3 - ILLINOIS (10/04)

0511539061 Page: 9 of 11

### **UNOFFICIAL COPY**

#### **EXHIBIT A**

Unit 2106 and Parking Space Unit P-192 in The Lancaster Condominium as delineated on a Survey of the following described parcel of real estate:

Lot 11 in LakeshoreEast Subdivision of part of the unsubdivided lands lying east of and adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 4, 2003 as document 0030301045, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit A to the Declaration of Condominium recorded November 19, 2004 as document number 0 l32427093, as amended from time to time, together with their undivided percentage interest in the Common Elements.

PIN: 17-10-400-015, 17-10-401-012, 17-10-401-013

The mortgagor also hereby grants to the mortgagee its successors and assigns, as right and easements appurtenant to the subject unit descried herein, the rights and easements for the benefit of said unit set for in the declaration of condominium.

This mortgage is subject to all rights, easements and covenance, provisions, and reservations contained in said declaration the same as though the provision of said declaration were recited and stipulated at length herein.

0511539061 Page: 10 of 11

## UNOFFICIAL COPY

Loan Number 1230250

### CONDOMINIUM RIDER

T	HIS CONDON	INIUM I	RIDER is ma	ade this _	15TH	_ day of	APRIL	<u> </u>	2005 ,
and	s incorporated	l into an	d shall be de	emed to a	amend and	l supplemen	t the Mortgag	ge, Deed of	Trust, or
Secur	ity Deed (the	"Security	y Instrument	") of the s	same date	given by th	e undersigned	the "Born	ower") to
secur	Borrower's	Home E	quity Line of	f Credit A	greement	and Disclos	sure Statement	t (the "Note	e") to 1ST
ADV	NTAGE MOI	RTGAGE,	L.L.C. (the	"Lender"	") of the s	ame date an	d covering th	e Property	described
in the	Security Instr	ument and	l located at:				•	•	
201 N	. WESTSHOR	E DRIVE,	#2106, CHIC	CAGO, IL	LINOIS 6	0601			

[Property Address]

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

THE LANCASTER

[Name of Condominium Project]

(the "Condominium recject"). 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:

- A. CONDOMINIUM OBLIGATIONS. Ecrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creat's the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. For ower 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 on the Condominium Project 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, from which Lender requires insurance, then Borrower's obligation under Section 4 to maintain properly 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 io.a.

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 tollowing a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with any 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.

MULTISTATE CONDOMINIUM RIDER--Single Family HE3 (10/00) (Page 1 of 2)

0511539061 Page: 11 of 11

## **UNOFFICIAL COPY**

- **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 the 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 in Section 8.
- 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 Condominium Project, 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 Borlower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

	Colypa	
SANJAY A. BHATIA	(Seal)	(Seal)
		450/5/C