When Recorded Mail to: **Optima Information Solutions** 1700 Carnegie Avenue, Suite 200 Santa Ana, CA 92705 WAMU

Attn: Optima

This Mortgage prepared by: Alicia Stubblefield Washington Mutual Bank, FA 3200 SW FREEWAY, 24TH FLOOR HOUSTON, TX 77027



Doc#: 0523713033 Fee: \$46.50

Eugene "Gene" Moore

Cook County Recorder of Deeds

Date: 08/25/2005 08:56 AM Pg: 1 of 12



#### REVOLVING CREDIT MORTGAGE

Loan Number: 0649141579

THIS MORTGAGE is from: RENATA LIUTKIENE

whose.	address	IS:

9954 S 84TH TER APT 109 Palos Hills, IL 60465-1220

("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.

Granting Clause. Borrower hereby grants, bargains, sells, conveys and mortgages to Lender and its successors and assignees, the real property in County, Illinois described below, and all rights and interest in it. Borrower ever gets:

Shown on Exhibit "A" attached hereto and made a part hereof by his reference.

See attacked Condominium Ride

Tax Parcel Number: 23-11-301-006-11-27 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,

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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 which at the option of Lender may be considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property". If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

#### 2. Obligation Secured.

- This Mortgage is given to secure performance of each promise of Borrower (a) contained barsin or in a Home Equity Line of Credit Agreement and Disclosure with Lender with a \$28,000.00 (the "Credit Agreement") including any extensions, maximum credit limit of renewals or modifications thereof, and repayment of all sums borrowed by Borrower under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Borrower may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Mortgage. This Mortgage also secures payment of certain fees and charges payable by Borrower under the Credit Agreement, certain fees and losts of Lender as provided in Section 9 of this Mortgage and repayment of money advances by Lender to protect the Property or Lender's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full on 07/31/2035 (the "Maturity Date"). All of this money is called the "Cebt".
- (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 thirty (30) years after the dale of this Mortgage, just as if the advance made by were made on the date of this Mortgage. Any ruture advance may be made in accordance with the terms of the Credit Agreement or at the option of Lender. The total amount of the indebtedness that may be secured by this in accordance with the terms of the Credit Agreement or 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.

#### 3. **Representations of Borrower**. Borrower represents that:

- (a) Borrower is the owner of the Property, which is unencum bered except by: easements reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or mortgage given in good faith and for value, the existence of which has been 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 and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Lender's written consent;
- (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 covering 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
  - (f) To keep the improvements on the Property insured by a company satisfactory to

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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 of the improvements, and to deliver evidence of such insurance coverage to Lender. Lender will 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.

- 5. Sa'e, 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 payment of the Debt shall constitute an event of default hereunder.
- 6. Curing of Defauls If Borrower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage, Lender may take any action required to comply with any such covenants without waiting 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 rates from time to time applicable under the Credit Agreement and be repayable by Borrower on demand. Although Lender may take action under this Section, Lender is not obligated to do so.

#### 7. Remedies for Default.

- (a) Prompt performance under this Mc toage is essential. If Borrower does not pay any installment of the Debt on time, or any other event occurs that entitles Lender to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, 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 the Lender and the total amount owed by Borrower on the day repayment in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.
- (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. 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  $\mathcal{F}(a)$  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 default for failure to so pay.
- 8. **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 obligation secured by this Mortgage shall be paid to Lender to be applied to the obligation in the same manner as payments under the Credit Agreement.
- 9. 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

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proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to prosecute or defend to protect the lien of this Mortgage and, in any other action taken by Lender to collect the Debt, including without limitation any disposition of the Property under the Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

- 10. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay Lender a release fee, unless prohibited by law, and for all recordation costs of any satisfaction of this Mortgage.
- 11. Ligitation of Future Advances. In the event Borrower executes a Notice of Limitation of Future Advances of this Mortgage in accordance with Illinois law, Borrower shall send a copy of each Notice by repaid certified mail within two (2) business days of execution thereof to the attention of Loan Service Director at:

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 to Lender as set forth above.

- 12. 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.
- 13. **Miscellaneous**. This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. 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, and subject to applicable law, Borrower hereby waites 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 obligations of the parties shall be construed and enforced as though the invalid provision did not exist
- 14. Waiver of Homestead. Borrower hereby waives all right to homestead exemption in the Property.

15. Waiver of Homestead Exemption by Non-Borrower.	To induce Lender to extend credit to
Borrower, the undersigned hereby waives all right of homestea	ad exemption in the property.
16. <b>Joining in Execution</b> . If this box is checked the follow joins	wing applies: in the execution and delivery of this
Mortgage to induce the Lender to make the loan and to create homestead law.	
responsibility for the payments of the note secured by this M the warranties, terms, or conditions of this Mortgage.	

17. Riders. If one or more riders are executed by Grantor and recorded together with this 30226 (11/04/04) W6.1

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shall amend and supplement the o	cand agreements of each such rider shall be incorpora- covenants and agreements of this Security Instrume Instrument. [Check applicable box(es)]	ent as if the
X Condominium Rider	Planned Unit Development Rider	
Land Trust Rider	Other:	
	(specify)	
DATED at MIKCRY HILS.	//////// this AM day of TVIY	,305
DOMOTO GUIT	RiônQ	
RENATA LIUTKIENE		
	Cook Colling Clarks Office	
	Office of the second of the se	

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STATE OF ILLINOIS	) , ss.
COUNTY OF	) 55.
	knowledged before me this man day of Tily . 20 and and
	and and
6	and and
	and
who is/are personally known to me o as identification.	r has produced <u>&amp; ANL/S //Cense</u>
	Lupina hur
-	Printed/Typed Name: BTHEAM VERSON
	Notary public in and for the state of 16448021
	OFFICIAL SEAL BETHERIA NELSON torry Public - State of Illinois primisilon Expires Aug 2, 2008

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#### EXHIBIT "A" ATTACHMENT TO SECURITY INSTRUMENT

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

UNIT 34-109 IN GREEN OAKS CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

#### PARCEL 1:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE 14180 PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WEST LINE OF SAID EAST 1/2 OF SAU SOUTHWEST 1/4, SAID POINT BEING 12.50 FEET NORTH OF THE LINE OF THE SOUTH 1/2 OF SAID EAST 1/2 OF SAID SOUTHWEST 1/4; THENCE EASTERLY ON A LINE 12.50 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF SAID SOUTH 1/2 OF SAID EAST 1/2 OF SAID SOUTHWEST 1/4, 225.79 FEET TO A POINT OF CURVATURE; THENCE SOUTEEASTERLY, 87.31 FEET ALONG A CURVED LINE CONVEX TO THE NORTHEAST HAVING A FADIUS OF 72.50 FEET TO A POINT; THENCE SOUTHEASTERLY AT AN ANGLE OF 69 DLOREES, AS MEASURED FROM EAST TO SOUTHEAST FROM SAID NORTH LINE OF SAID FOUTH 1/2 OF THE SAID EAST 1/2 OF THE SAID SOUTHWEST 1/4, 118.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 81.29 FEET ALONG A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 67.50 FEET TO A POINT; THENCE EASTERLY ON A LINE 187.50 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF SAID SOUTH 1/2 OF SAID EAST 1/2 OF SAID SOUTHWEST 1/4, 51.62 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 192.77 FEET ALONG A CURVED LINE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 117.50 FEET TO A POINT; THENCE NORTHWESTERLY AT AN ANGLE OF 86 DEGREES, AS MEASURED FROM EAST TO SOUTHEAST FROM SAID NORTH LINE OF SAID SOUTH 1/2 OF SAID EAST 1/2 OF SAID SOUTHWEST 1/4, 99.79 FEET TO A POINT; THENCE NORTHEASTERLY AT AN ANGLE OF 24 DEGREES, 18 MINUTES, 21 SECONDS, AS MEASURED FROM EAST TO NORTHEAST FROM SAID LINE OF SAID SOUTH 1/2 OF SAID EAST 1/2 OF SAID SOUTH FOT 1/4,736.91 FEET TO A POINT; THENCE EASTERLY, AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHWEST 1/4, 84.68 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4, SAID POINT BEING 341.28 FEET NORTH OF THE LINE OF THE 3DUTH 1/2 OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11)

AND ALSO (EXCEPT THAT PART LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF SAID 1/2 OF SAID SOUTHWEST 1/4, SAID POINT BEING 847.38 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF SAID SOUTHWEST 1/4; THENCE SOUTHERLY AT RIGHT ANGLES FROM SAID NORTH LINE OF SAID EAST 1/2 OF SAID SOUTHWEST 1/4, A DISTANCE OF 40 FEET; THENCE SOUTHERLY AT AN ANGLE OF 77 DEGREES 35 MINUTES 26 SECONDS AS MEASURED FROM EAST TO SOUTHEAST FROM A LINE DRAWN PARALLEL WITH SAID NORTH LINE OF SAID EAST 1/2 OF SAID SOUTHWEST 1/4 A DISTANCE OF 172.21 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 169.09 FEET ALONG A CURVE LINE CONVEX TO

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### EXHIBIT "A" CONTINUED ATTACHMENT TO SECURITY INSTRUMENT

THE EAST HAVING A RADIUS OF 800 FEET TO A POINT; THENCE SOUTHERLY AT AN ANGLE OF 89 DEGREES 42 MINUTES 04 SECONDS AS MEASURED FROM EAST TO SOUTH FROM A LINE DRAWN PARALLEL WITH SAID NORTH LINE OF SAID EAST 1/2 OF SAID SOUTHWEST 1/4, A DISTANCE OF 480.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 101.91 FEET ALON A CURVED LINE CONVEX TO THE WEST HAVING A RADIUS OF 417.25 FEET TO A POINT; THENCE SOUTHERLY AT AN ANGLE OF 75 DEGREES 42 MINUTES 25 SECONDS AS MEASURED FROM EAST TO SOUTHEAST FROM A LINE DRAWN PARALLEL WITH SAID NORTH LINE OF SAID EAST 1/2 OF SAID SOUTHWEST 14 A DISTANCE OF 159.78 FEET TO THE AFORESAID DESCRIBED LINE FORMING AN ANGLE OF 24 DEGREES 18 MINUTES 21 SECONDS AS MEASURED FROM EAST TO NORTHEAST FROM THE NORTH LINE OF THE SOUTH 1/2 OF SAID EAST 1/2 OF SAID SOUTHWEST 1/4) EXCEPTING THEREFROM SAID TRACT OF LAND, THE NORTH 40 FEET THEREOF AND THE EAST 40 FIFT THEREOF (EXCEPT THE NORTH 40 FEET) HERETOFORE DEDICATED, ALL IN TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

EASEMENTS FOR BENEFIT OF PARCEL 1 SET FORTH IN THE DECLARATION BY MILES L. COLEAN, PAUL P. SWETT, JR. AND ARTHUR WINER AS TRUSTEE AND MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER TRUST 365 RECORDED JUNE 24, 1970 AS DOCUMENT 211192785 WHICH PLAT OF SURVEY IS ALTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 20, 2004 AS DOCUMENT 0411118002 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

#### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 SET FORTH IN DECLARATION BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 21, 1976 AND KNOWS AS TRUST NUMBER 3981; RECORDED FEBRUARY 14, 1980 AS DOCUMENT 25362209

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Recording requested by Law when recorded return to: 1700 Carnegie Ave Suite 200 Santa Ana, CA 92705 Attn: Optima



#### **CONDOMINIUM RIDER**

Attn: Optima	
This document was prepared by: Alicia Stubblefield Washington Mutual Bank, FA 3200 SW FREEWAY, 24TH FLOOR HOUSTON, TX 77027	
Washington	CONDOMINIUM RIDER
Mutual	Loan Number: 0649141579
THIS CONDOMINIUM RIDER is made this 2 incorporated into and shall be deemed to amend a Mortgage of even date ("Security Instrument") performance of Borrower's obligations under Borrowith:	nd supplement a Deed of Trust Trust Indenture o
Washington Mutual Ban	k, FA ("Lenger"). The
Security Instrument covers certain real property lo 9954 S 84TH TER APT 109	cated at:
Palos Hills, IL 60465-1220	and described more fully therein
Said Property comprises a unit in, together with a condominium project known as	GREEN OAKS CONDOMINIUM
(herein "Condominium Project"). If the owners' Condominium Project (the "Owners' Association") members or shareholders, the Property also included and the uses, proceeds and benefits of Borrower's	holds title to property for the benefit or use of its les Borrower's interest in the Owners' Association

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) Porrower's obligation under the Security Instrument to maintain hazard insurance coverage on the Froperty 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 hizard 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 teking 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 Byrower 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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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Droberty of County Clark's Office

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