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After Recording Return To:
PALOS BANK & TRUST COMPANY
12600 SOUTH HARLEM AVENUE
PALOS HEIGHTS, ILLINOIS 60463

Prepared By:
PALOS BANK AND TRUST COMPANY
12600 SOUTH HARLEM AVENUE
PALOS HEIGHTS, IL 60463



Doc#: 0615133093 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Oook County Recorder of 2001 Date: 05/31/2006 09:13 AM Pg: 1 of 10

[Space Above This Line For Recording Data]

DOC ID #:

MORTGAGE

MIN 100276722060414004

THIS MORTGAGE is made this 22N()

day of MAY, 2006

, between the

Mortgagor,

KIMBERLY R. FLORES, AN UNMARRIED WOMAN AND LUAN LUGO, AN UNMARRIED MAN

(herein "Borrower"), and the Mortgagee, Mortgage Electronic Tegistration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephore number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

PALOS BANK & TRUST COMPANY

("Lender") is organized and existing under the laws of THE STATE OF ILLINOIS

, and has an address of

12600 SOUTH HARLEM AVENUE PALOS HEIGHTS, ILLINOIS 60463

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 41,880.00 , which indebtedness is evidenced by Borrower's note dated MAY 22, 2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on JUNE 1, 2021;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does 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 119671683

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Amended 12/02

initials: KRT

DPS 13653

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EE-4321(IF) (0001)

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permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of

holder is an institutional lender. the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to reasonably estimated initially and from time by Lender on the basis of assessments and bills and hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium itstallments for (including condominium and planned unit development assessments, if any) which may attain priority over

the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly tries and assessments shall pay to Lender on the day monthly payments of principal and interest are pay able under the Note, until

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower interest indebtedness evidenced by the Note and late charges as provided in .b. Note.

I. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and

UNIFORM COVENANTS. Borrower and Lender covenant an lag ee as follows:

against all claims and demands, subject to encumbrances of record of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to

Mortgage. Property; and to take any action required of Lender including, but not limited to, releasing or canceling this right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the comply with law or custom, MERS, (as no rolled for Lender and Lender's successors and assigns), has the that MERS holds only legal title to the increats granted by Borrower in this Mortgage; but, if necessary to Mortgage is on a leasehold) are he rein after referred to as the "Property." Borrower understands and agrees by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this rights, appurtenances and rems. At of which shall be deemed to be and remain a part of the property covered

TOGETHER with all the improvements now or hereafter erected on the property, and all easements,

(herein "Property Address");

81808 sionill

[Street, City]

Which has the addess of 4114 N. SPAULDING AVE UNIT 1, CHICAGO

Parcel ID 11-14-422-025-0000 PIQ/0P

TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. TNEMUDOG SA '_ DECLARATION OF CONDOMINIUM RECORDED COUNTY, ILLINGIS; WHICH SURVEY IS ATTACHED AS EXHIBIT ' 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP LOTS 23 AND 24 IN BLOCK 6 IN WILLIAM H. CONDON'S SUBDIVISION OF THE

THE FOLLOWING DESCRIBED REAL ESTATE:

UNIT 4114-1 IN SPAULDING PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF

; State of Illinois: property located in the County of COOK

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this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon pryment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, Lay Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage

- 3. Application of Tayments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph is 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fine, and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehood payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standar's mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier an Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lende, within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to set le a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's coilon either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

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the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the

to Borrower or Lender when given in the manner designated herein. Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given mail to Lender's address stated herein or to such other address as Lender may designate by notice to designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified certified mail addressed to Borrower at the Property Address or at such other address as Borrower may notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any

Borrower's interest in the Property. without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that modify, forbear, or make any other accommodations with regard to the terms of his Mortgage or the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower here inder may agree to extend, interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note execute the Note, (a) is co-signing this Mortgage only to mortgage, wart and convey that Borrower's agreements of Borrower shall be joint and several. Any Borrower vibo lo-signs this Mortgage, but does not assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and

II. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and afforded by applicable law, shall not be a waiver of or proclude the exercise of any such right or remedy.

successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise secured by this Mortgage by reason of any deriand made by the original Borrower and Borrower's against such successor or refuse to extend time for payment or otherwise modify amortization of the sums Borrower and Borrower's successors in ir erest, Lender shall not be required to commence proceedings successor in interest of Borrower shall not operate to release, in any manner, the liability of the original payment or modification of amort zati in of the sums secured by this Mortgage granted by Lender to any

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for deed of trust or other security agreement with a lien which has priority over this Mortgage.

of condemnation, are hereb, assigned and shall be paid to Lender, subject to the terms of any mortgage, connection with any contempation or other taking of the Property, or part thereof, or for conveyance in lieu 9. Condemantion. The proceeds of any award or claim for damages, direct or consequential, in

cause therefor related to Lender's interest in the Property.

Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable 8. In writing Lender may make or cause to be made reasonable entries upon and inspections of the

or take uny action hereunder. requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower

shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate,

agreement or applicable law. time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such

contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements

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Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender 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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender 10.9 invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENAN'S. Borrower and Lender further covenant and agree as follows:

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower's this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) he breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach or or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform 30 rower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and or any foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the SLO'S secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if:
 (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Noth had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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become due and payable. paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received. limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the first to payment of the costs of management of the Property and collection of rents, including, but not collect the rents of the Property including those past due. All rents collected by the receiver shall be applied to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled

21 Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property. without charge to Borrower. Borrower shall pay all costs of recordation, if any.

MORTGAGES OR DEEDS OF TRUST VAD FORECLOSURE UNDER SUPERIOR -REQUEST FOR NOTICE OF DEFAULT

one of this Mortgage, of any detralt under the superior encumbrance and of any sale or other foreclosure lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page Borrower and Lender, squest the holder of any mortgage, deed of trust or other encumbrance with a

IN WITNESS WHEREOF, Borrowe, as executed this Mortgage.

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FE-4351(IL) (0601) 119671683

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STATE OF ILLINOIS,	()	Cook	County ss:
I the undersu	Car		
	//		,
a Notary Public in and for said count KIMBERLY R. FLORES	y and state do nefet	by certify that	
JUAN LUGO			
			to me to be the same person(s)
whose name(s) subscribed to the f			
acknowledged that he/she/they signed act, for the vises and purposes therein		A	•
Given under my hand and official	al seal, this	and day of 1	lay Zexxe
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		10	c 12.
My Commission expires.		70 1174	E Bres
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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22nd day of May, 2006, 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 PALOS BANK & TRUST COMPANY

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 4114 N. SPAULDING AVE UNIT 1, CHICAGO, ILLINOIS 60618

[Property Address]

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

SPAULDING PLACE
[Name of Condominium Project]

(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 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. Borrower shall perform all or Sorrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Preject 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: (i) Lender waives the provision in Uniform

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MULTISTATE CONDOMINIUM RIDER-Single Family/Second Mortgage

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VMP Mortgage Solutions, Inc.

(800)521-7291

INC 21804-01

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Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard 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.

Borrov er shall give Lender prompt notice of any lapse in required hazard insurance coverage plovided by the master or blanket policy.

In the even 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 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 the excess, if any, paid to Borrower.

- C. Public Liability Insuran :e. Borrower shall take such actions as may be reasonable to insure that the Owners Associacion 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 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 Uniform Covenant 9.
- 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 antendment 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 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.

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BY SIGNING BELOW, Bo in this Condominium Rider.	orrower accepts and agree	ees to the terms and covenants contained
LLIUTON KIMBERLI R. FLORES	(Seal) -Borrower	(Seal) -Borrowe
JON O	(Seal) -Borrow er	(Seal -Borrow e
	(Seal)	(Seal -Borrow e
	(Seal) -Borrower	(Seal -Borrow e
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