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Return To: National City Bank

P.O. Box 8800 Dayton, OH 45401-8800

Prepared By: GERMAN CASTIBLANCO



Doc#: 0622842141 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 08/16/2006 11:38 AM Pg: 1 of 10

MORTGAGE

THIS MORTGAGE is made this

day of July,

2006

, between the Mortgagor,

KATHLEEN B KELLER A Single Person

National City Mortgage a division of National City Bank

National Banking Association existing under the laws of United States

3232 Newmark Drive, Miamisburg, OH

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$

Solly Clout's (herein "Borrower"), and the Mortgagee,

organized and , whose address is

(herein "Lender").

23,890.00

, which

and exensions and renewals

indebtedness is evidenced by Borrower's note dated July 27, 2006, thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtal ess, if not sooner paid, due and payable on August 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

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

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Form 3814

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VMP Mortgage Solutions, 1



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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.

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 o'ther, either promptly repaid to Borrower or 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 shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay by Lender shall pay to Lender shall apply, no assert than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender than Mortgage.

3. Application of Payments. Unless applied by this Mortgage.

3. Application of Payments. Unless applied by this Mortgage.

4. Prior Mortgage 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 perform all of Borrower's shall encovern the property which may attain a priority over this Mortgage, and other charges, fines and importance and preder of trust of other security agreement with a lien which has priority over this Mortgage, including Borrower's any to the priority over this Mortgage, and other charges, fines and covernity and the property over th

DUIFORM COVENANTS. Borrower said tention by the Nore; and Lender to repeatly against an claims and deniands, subject to encurnostances or record.

L'Payment of Principal and Interest. Forrower said Lender covenant and agree as follows:

L'Bunds for Taxes and late charges as provided in the Note.

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recora.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall or dee ned to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (at the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that borrower warrants and will defend penerally the title to the Property against all claims and demands, subject to encumbrances of record

[SIP Code] ("Property Address");

60614 [City], Illinois

CHICAGO

5315 S HARPER, UNIT 3N

which has the address of

Parcel ID #:

SEE ATTACHED LEGAL DESCRIPTION

State of Illinois:

COOK

Lender the following described property located in the County of

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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 standard 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 and 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 Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option 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, and constituent documents.

7. Protection of Leider's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding 13 commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect 'Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to B prower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action received.

8. Inspection. Lender may make or cause to be man: reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in

the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment c. otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lei der and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

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

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions

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sums to the extent not prohibited by applicable law or limited herein. of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all

execution or after recordation hereof. 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of

improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation,

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 Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property. Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which

However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

Borrower fails to 734 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less

Mortgage without faring notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by breach is not cured on or before the date specufied in the notice, Lender, at Lender's option, may declare all of the sums foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the Property. The notice shall further inform Bor ower of the right to reinstate after acceleration and the right to assert in the may result in acceleration of the suris secured by this Mortgage, foreclosure by judicial proceeding, and sale of the by which such breach must be cured: and (4) that failure to cure such breach on or defore the date specified in the notice (2) the action required to cure such dreach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or

18. Borrower's Right to Reinstate. Notwithstanding Lynde's acceleration of the sums secured by this Mortgage due to limited to, reasonable attorneys' fees and costs of documents rv evidence, abstracts and title reports. judicial proceeding. Lender shall be entitled to collect it such proceeding all expenses of foreclosure, including, but not

by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured 17 hereof, including, but not limited to, reasonable attorneys' fees, and (d) Borrower is kes such action as Lender may reasonably covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the under this Mortgage and the Note had no acceleration occurred; (b) burnwer cures all breaches of any other covenants or at any time prior to entry of a judgment enforcing this Mortgage if: (2) be trower pays Lender all sums which would be then due Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Dorowar hereby assigns to Lender hereby shall remain in full force and effect as if no acceleration had occurred.

Property, have the right to collect and retain such rents as they become due and payable. the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 norest or abandonment of the

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entited to have a receiver

then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received. collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including

Borrower. Borrower shall pay all costs of recordation, if any. 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to

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

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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR

MORTGAGES OR DEEDS OF TRUST

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Kuttleen B. Leller (Se	al)(Seal)
KATHLEEN B KELLER -Borrow	ver -Borrower
(Se	al) (Seal)
-Borrot	
(Se	al) (Seal)
Borro	
Ox	
	-1) (Coal)
(Se	· ·
,	[Sign Original Only]
\wedge \wedge	
	1 \40.*
STATE OF ILLINOIS AND TO THE STATE OF ILLINOIS AND THE STATE OF ILLINO	County ss:
Klewwww.	
a Notary Public in and for said county and state do hereby	erniy that
Villed Company	
subscribed to the forespine instrument appeared before	, personally known to me to be the same person(s) whose name(s)
delivered the said instrument as his/her/their free and volunta	ne this day in person, and acknowledged that he/she/they signed and arry act, for the uses and our poses therein set for the
Given under my hand and official seal, this	day of the think the transfer of the transfer
My Commission Expires:	1/2 / // // // // // // // // // // // //
141y Commission Expues.	Notas Public

"OFFICIAL SEAL"

LAURIE MAYBRUN

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/2/2009

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STREET ADDRESS: 5315-3 HARPER AVENUE

COUNTY: COOK CITY: CHICAGO

TAX NUMBER: 20-11-418-009-0000

LEGAL DESCRIPTION:

UNIT NUMBER 5315-3 IN THE HARPER PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS AND PART OF LOTS IN BLOCK 31 IN HYDE PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0416639047, AS AMENDED; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property of County Clark's Office

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BALLOON RIDER TO MORTGAGE, DEED OF TRUST OR SECURITY DEED
0004764800 Date July 27 , 2006
1. BORROWER(S) KATHLEEN B KELLER
Property Address 5315 S HARPER, UNIT 3N
CHICAGO Illinois 60614
2. DEFINED TERMS; KIPEP. PART OF THE SECURITY INSTRUMENT. "Rider " means this Balloon Rider to Mortgage, Deed of Trust or Security Deed which is a 'act od to, made a part of and amends and supplements the Mortgage, Deed of Trust or Security Deed ("Security Instrument") which Borrowe (s) gave to National City Mortgage, a division of National City Bank ("the Lender") and which is dated the same date as this Rider. The Security Instrument secures the Fixed Rate Note and Security Agreement ("Note") and covers the property described it erein located at the address set forth above. The term "the Lender" includes Lender's successors and assigns. In the event there are any conflicts between this Rider and the Security Instrument the provisions of the Rider will control.
3. BALLOON NOTE. The final payment due on the Maturity Date of the Note is larger than the previous monthly payments. The final

4. BALLOON NOTE AGREEMENT. Borrower(s) understand and agree as follows:

payment includes a substantial payment of principal. The Note is cor monly called a "balloon note."

THIS LOAN IS PAYABLE IN FULL ON THE MATURITY DATE SET FORTE IN THE NOTE AND SECURITY INSTRUMENT. THE BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN, UNPAID INTEREST AND OTHER SUMS THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER, ASSETS THAT THE BORROWER MAY OWN, OR THE BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER THE BORROWER HAS THIS LOAN WITH, WILLING TO LEND THE BORROWER THE MONEY. IF THE BORPOWER REFINANCES THIS LOAN AT MATURITY, THE BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING LOSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THE BORROWER OBTAINS REFINANCING FROM THE SAMELENDER.

5. SIGNATURES. BORROWER HAS READ AND AGREES TO ALL PROVISIONS OF THIS RIDER.

KATHLEEN B KELLER Type or print name	xHeldeen B. Heller Signature
Type or print name	XSignature
Type or print name	XSignature
Type or print name of	XSignature

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0004764800

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27th day of July 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

National City Mortgage a division of National City Bank

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

5315 S HARPER, UNIT 3N, CHICAGO, Illinois 60614

[Property Address]

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

[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 penefits 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 2% of Borrower'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. 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: (i) Lender waives the

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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(800)521-7291

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provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 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 at a distribution of property 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 Forrower 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 Ecrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Accopiation 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 Section 11.
- 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 sell inangement 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, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

0,	(Seal) -Borrower	KATHLEEN B KELLER	<i>Fell (</i> Seal) -Borrower
	(Seal) -Borrower		(Seal) -Borrower
	(Seal) -Borrower		(Seal) -Borrower
	(Seal) -Borrower	- C/6/4	(Seal) -Borrower
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