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Illinois Anti-Predatory Lending Database Program

Certificate of Compliance



Doc#: 0921133122 Fee: \$56.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 07/30/2009 01:37 PM Pg: 1 of 11

Report Mortgage Frank 800-532-8785

The property identified as:

PIN: 14-33-317-059-1001

Address:

Street:

1715 N LARRABEE ST

Street line 2: 1S

City: CHICAGO

State: IL

ZIP Code: 60614

Lender.

SUNTRUST MORTGAGE, INC

Borrower: Robert C Stephens and Adam J Lively, both unmarried

Loan / Mortgage Amount: \$414,000.00

Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the Cook County Recorder of Lieed's to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: 0A7C7D4D-FAB3-4D45-B4BD-683DEBBD2ADB

Execution date: 07/17/2009

2534

0921133122 Page: 2 of 11

This document was prepared by: UNOFFICIAL COPY

	Tino document was propared by						
	Danielle L. Fiorini						
	3993 Howard Hughes Parkway						
	Las Vegas, NV 89109						
	When recorded, please return to:						
	M&I Bank FSB						
	Attn: Loan Servicing						
	P.O. Box 5920						
	Madison, WI 53705-0920						
	State of Illinois		Space Above This	Line For Recording Date	a		
		MORTGA	GE				
		(With Future Advar	=				
	0						
1.	DATE AND PARTIES. The date of this M			7, 2009	and the		
	parties, their addresses and to. identificatio			iad Man and An Ur	married Man:		
	MORTGAGOR: ROBERT C & TEPHEN	NS and ADAM J LIV	VELI, Ali Ullilaili	icu iviali aliu Ali Oli	illiairicu iviaii,		
	0.						
	1715 N LARRABEE S	T #15, CHICAGO, IL	. 60614				
	LENDER:						
	M&I Bank FSB	0					
	3993 Howard Hughes Pa	rkway, Jas Vega	s, NV 89109				
	5550		,				
2.	A Federal Savings Ban	k operating mi	er the laws of	the USA.			
	CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure						
	the Secured Debt (defined below) and Mor			nstrument, Mortgago	or grants, bargains,		
	sells, conveys, mortgages and warrants to I	_					
	Legal too long for document.	Please see Exhi	bitik				
			6/				
			(0)	61			
	Tax ID # 14-33-3	317-059-1001		4,			
	The property is located in	COOK	at 17	15 IT LARRABEE	ST #1S		
		(County)					
			CHICAGO	ll'inois .	60614		
	(Address)	. 1	(City)		(ZIP Code)		
	Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and remark ements that may						
	now, or at any time in the future, be part o	f the real estate descri	bed above (all referr	ed to as "Property").	,,		
3.	SECURED DEBT AND FUTURE ADVA	NCES. The term "Se	cured Debt" is defin	ed as follows:			
_ •	A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described						
	below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s)						
	secured and you should include the fi						
	The Home Equity Line of Co	redit Agreement	dated 07/17/20	009 from ROBER	r C STEPHENS		
	and ADAM J LIVELY to M&I I	Bank FSB in the	amount of \$13	4,000.00 With a	a maturity		
	date of 07/17/2029.						

ILLINOIS - HOME EQUITY LINE OF CREDIT MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

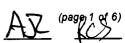
① 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-IL 6/17/99

-C465(IL) (9909).04 ID:**665083

VMP MORTGAGE FORMS - (800)521-7291

Note: 1

LN:**5746



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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lendon.
- D. All additional surns advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

4. MORTGAGE COVENANTS. Mortgagor agree, that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit by not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagon agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any inclinication or extension of, nor to request any future advances under any note or agreement secured by the lien document without cender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to p ovide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply lover or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchage or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to I ender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. "Joen loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if no made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

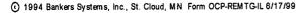
Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and the ary additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

- 5. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 6. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment

A) (page 3 of a)





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Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

7. REMEDIES ON PEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some incappes federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole indertedness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a liet on any part of the Property not sold on foreclosure.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notic; if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are not shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

- 8. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permetted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.
- 9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

A (page 4 or 6)



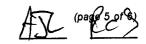


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Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor she's immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance cashe violation of any Environmental Law.
- 10. ESCROW FOR TAXES AND TAXUES AND TAXUES. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 11. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable in the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waiv any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 12. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 13. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it or first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 14. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.



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15. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Securit not exceed \$ 134,000.00 This limitation of amount does not other fees and charges validly made pursuant to this Security Instrument. Also, this limitation describes the security Instrument to protect Lender's security and to perfinit this Security Instrument.	include interest, attorneys nitation does not apply to	fees, and advances					
5. LINE OF CREDIT. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.							
17. APPLICABLE LAW. This Security Instrument is governed by the laws as agreed to extent required by the laws of the jurisdiction where the Property is located, and applicable to the laws of the jurisdiction where the Property is located, and applicable to the laws of the jurisdiction where the Property is located, and applicable to the laws of the jurisdiction where the Property is located, and applicable to the laws of the jurisdiction where the Property is located, and applicable to the laws of the jurisdiction where the Property is located, and applicable to the laws of the jurisdiction where the Property is located, and applicable to the laws of the jurisdiction where the Property is located, and applicable to the laws of the jurisdiction where the Property is located, and applicable to the laws of the jurisdiction where the Property is located, and applicable to the laws of the jurisdiction where the Property is located.	in the Secured Debt, exc ble federal laws and regula	ept to the ations.					
18. RIDERS. The covenants and agreements of each of the riders checked below are incommend the terms of this Security Instrument. [Check all applicable boxes] Assignment of Leases and Rents X Other Condominium Rider	orporated into and supple	ement and					
19. ADDITIONAL TERMS.							
SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument of							
SIGNATURES: By signing below, Mortgagor agrees to the terms and commants contained any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument of	d in this Security Instrum on the date stated on page	ent and in 1.					
If checked, refer to the attached Addendum incorporated herein, for addition acknowledgments.	nal Mortgagors, their sign	atures and					
(Signature) ROBERT C STEPHENS (Date) (Signature) ADAM J LIVELY	7	-17-09 (Date)					
ACKNOWLEDGMENT: STATE OF (Individual) This instrument was acknowledged before me this by ROBERT C STEPHENS and ADAM J LIVELY My commission expires: "OFFICIAL SEAL" NOTARY PUBLIC STATE OF	y 2009 Brashu	}ss. ······························					
ID:**665083 Note: 1 ①1994 Bankers Systems, Inc., St. Cloud, M.N. Form OCP-REMTG-IL 6/17/99	LN:**5746 code: 1 (/	page 6 of 6)					
-C465(IL) (9909).04		,					

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Exhibit A: Property Legal Description

PARCEL 1:

UNIT IS TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1715-1717 NORTH LARRABEE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020855033 IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCLUSIVE USE FOR FARKING PURPOSES IN AND TO PARKING SPACE P-3, A LIMITED COMMON ELEMENT, AS SET FOR FLAND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

JRPO. ZEFINED. COUNTY, L.

Loan Number: **5746 ZLgIExS 04/07 Exhibit A: Page 1

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17th day of July, 2009, 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 M&I Bank FSB

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1715 N LARRABEE ST #1S CHICAGO, IL 60614.

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project know i as.

1715 LARRABEE
[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 or Sociation and the uses.

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 of Porrower'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 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 provision in Uniform

ID: **665083 Note: 1 LN: **5746

MULTISTATE CONDOMINIUM RIDER-Single Family/Second Mortgage

3/99

Wolters Kluwer Financial Services

VMP®-208R (0411).01

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Initials: ACS

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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

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any 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 Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of 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 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 Lenger.
- 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.

ID: **665083 Note: 1 LN: **5746

VMP ® -208R (0411).01

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3/99

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

MCS	(Seal)	Ada J	Tur	(Seal)
ROBERT C STEPHENS	-Borrow er	ADAM J LIVELY		-Borrow er
600				
- /X	(Seal)			(Seal)
7	-Borrow er			-Borrow er
	Co			
	Seal'			(Seal) -Borrow er
	-Borrow er	0		-DOLLOW 61
	(Seal)	YOx.		(Seal)
	-Borrow er	2	2	-Borrow er
			6/4,	
ID:**665083	Note:	1	5	LN: **5746
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