#### Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#. 2315741073 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 06/06/2023 02:16 PM Pg: 1 of 11



Report Mortgage Fraud 844-768-1713

PIN: 14-05-405-036-1007 The property identified as:

Address:

Street: 5728 N Kenmore Ave Apt 3N

Street line 2:

City: Chicago **ZIP Code: 60660** 

Lender: Credit Union 1

Borrower: Rachel E Zuckert and Leslie A Hamis

Loan / Mortgage Amount: \$100,000.00

of Compile Clark's This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: B741B9D5-DB41-4631-9CF4-9F94DABD99FB Execution date: 5/31/2023

2315741073 Page: 2 of 11

#### **UNOFFICIAL COPY**

When recorded, return to: Credit Union 1 Real Estate - Post Closing 450 E. 22nd St Suite 250 Lombard, IL 60148 800-252-6950

This instrument was prepared by: Credit Union 1 450 E 22nd St Ste 250 Lombard, IL 60148 800-252-6950

Title Order No.: 1147623-F-IL-RR-KF

LOAN #: 230522926

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#### MORTGAGE HOME EQUITY LINE OF CREDIT

(Securing Future Advances)

THIS MORTGAGE is made on May 31, 2023. The mortgagor is RACHEL E ZUCKERT AND LESLIE A HARRIS, WIFE AND HUSBAND, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY.

This Mortgage is given to Credit Union 1, an Illinois state-chartered credit union,

whose address is 450 E 22nd St, Ste 250 Lombard, IL 60148

Council for the Majorita of Asia

In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to Credit Union 1, an Illinois state-chartered credit union.

You agree that this Mortgage shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement. The parties hereto intend that this Mortgage shall secure unpaid balances, and all other amounts due to us hereunder and under the Agreement.

IL - MORTGAGE - Single Family - HELOC - HC# 4834-6024-0998v2 ICE Mortgage Technology, Inc. Page 1 of 6



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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A". APN #: 14-05-405-036-1007

which has the address of 5728 N KENMORE AVE APT 3N, CHICAGO, IL 60660-4600 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

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

YOU AND WE covenant and agree as follows:

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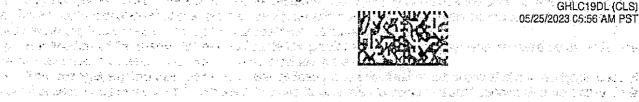
- i. Payment of Principal, Interest and Other Charges. You shall ply when due the principal and interest owing under the Agreement and all other charges due hereunder and due under the Agreement, including any amounts you are required to pay into an escrow or impound account with us pursuant to Section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

Subject to applicable law, we may, upon notice either before or after the execution of this Mortgage, require you to pay amounts into an escrow or impound account with us, on the day monthly payments are due under the Agreement, up to the maximum amount permitted by law for the payment of all (a) taxes, assessments (including condominium and planned unit development assessments, if any) and other items which may attain priority over this Mortgage; (b) premiums for hazard insurance and any mortgage insurance required by us under this Mortgage; and (c) leasehold payments or ground rents on the Property, if any,

4. Hazard Insurance. You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable

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LOAN #: 230522926

to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property therein. You also understand and agree that the premium for any such insurance may be higher than the premium you would pay for such insurance. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not premptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under the insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and shall not be affected by your subsequent disability or incompetence.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Mortgage, whether cannot then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days after we give not ce to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Proprity at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

- 5. Preservation, Maintenance and Protection of the Property; Loan Application; Leaseholds. You shall not destroy, damage or substantially change the P operty, allow the Property to deteriorate, or commit waste. You shall be in default if any forfeiture action or proceeding, where er sivil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially in pair the lien created by this Mortgage or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Mortgage or our security interest. You shall a so be in default if you, during the loan application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the loan evidenced by the Agreement, including, but not limited to, representations concerning your occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, you shall comply with the lease. You shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. You shall not, without our express written consent, alter or amend the ground lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

  6. Protection of Our Rights in the Property; Mortgage insurance. If you is I to perform the covenants and agree-
- ments contained in this Mortgage, or there is a legal proceeding that may significantly effect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Mortgage or over any advance under the agreement or this Mortgage, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to cuy under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section; and amounts we pay under this Section shall become additional debts you owe us and shall be secured by this Mortgage. These amounts shall bear interest from the disbursement date at the rate established under the Agree he it and shall be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.
  - 7. Inspection. We may enter and inspect the Property at any reasonable time and upon reasonable notice.
- Condemnation. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

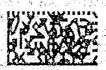
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ICE Mortgage Technology, Inc.

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9. No Release Upon Extension or Modification. Our granting of any extension of time for payment or our agreement to modify the terms of repayment of the obligations under the Agreement or the requirements in this Mortgage shall not operate to release you from your obligations or liability under the Agreement or this Mortgage.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other sums secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Agreement without such person's consent.

11. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may also se to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a rejund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

12. Notices. Unless of remise required by law, any notice to you provided for in this Mortgage shall be delivered or mailed by first class mail to no Property Address or any other address you designate by notice to us, and any notice to us shall be delivered or mailed by first class mail to our address stated above or any other address we designate by notice to you.

13. Governing Law; Several ility. The interpretation and enforcement of this Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

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

- 15. Sale of Agreement; Change of Loan Servicer. The Agreement or a partial interest in the Agreement (together with this Mortgage) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payine its due under the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.
- 16. Hazardous Substances. You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentence: shall not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law, As used in this Mortgage, "Hazardous Substances" are those substances defined as toxic or hazaruous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroler in products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
- 17. Acceleration; Remedies. You will be in default if (1) any payment required by the Agreement or this Mortgage is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (3) your action, or your failure to act, adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on 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 you of the right to reinstate after acceleration and the right to

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LOAN #: 230522926

assert in the foreclosure proceeding the nonexistence of a default or any other defense you may have to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, we, at our option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees as permitted by applicable law.

18. Discontinuance of Enforcement. Notwithstanding our acceleration of the sums secured by this Mortgage under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine.

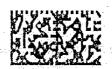
discontinue any proceedings begun to enforce the terms of this Mortgage.

- 19. Release. Upon your request that we terminate the Agreement secured by this Mortgage and payment of all sums secured by this Mortgage, we shall release this Mortgage. You shall pay any recordation costs. We may charge you a fee for releasing this Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
- 20. Additional Charges. You agree to pay reasonable charges as allowed by law in connection with the servicing of this loan including, without limitation, the costs of obtaining tax searches and subordinations, provided, however, that nothing contained in this section is intended to create and shall not be construed to create any duty or obligation by us to perform any such act, or to execute or consent to any such transaction or matter, except a release of the Mortgage upon full repayment of all s im a secured thereby.
- 21. Waiver. No waiter by us at any time of any term, provision or covenant contained in this Mortgage or in the Agreement secured hereby shall be deemed to be or construed as a waiver of any other term, provision or covenant or of the same term, provision or covenant at any other time.
  - 22. Waiver of Homestead. You waive all right of homestead exemption in the Property.
- 23. Placement of Collateral Protection Insurance. Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence as tyou have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

24. Riders to this Mortgage. If one or more riders are elecuted by you and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were part of this Mortgage.

☑ Condominium Rider ☐ 1-4 Family Rider ☐ Planned Unit Development Rider
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BY SIGNING BELOW, You accept and agree to the terms and covenants contained on this Mortgage and in any rider(s
executed by you and recorded with it.
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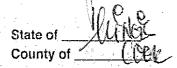
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This instrument was acknowledged before me on MAY 31, 2023 (date) by LESLIE A HARRIS AND RACHEL E ZUCKERT.

(Seal)

Signature of Notary Public

Lender: Credit Union 1 NMLS ID: 384759

Loan Originator: Michael A Ziccarelli

NMLS ID: 680339

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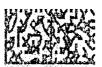
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OFFICIAL SEAL
SALIM JIWANI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3/15/2024

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Initials: LUHLCDL 0719 GHLC19DL (CLS) 05/25/2023 05:56 AM PST

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#### **Legal Description**

The following described real estate, situate, lying and being in the County of Cook and State of Illinois, to wit:

Unit 3N and P6 in 5726-5728 North Kenmore Condominium as delineated on a survey of the following described real estate: Lot 7 in Block 5 in Cochrans Addition to Edgewater, said addition being a subdivision of the South 1946 feet of the West 1320 feet of the East fractional half of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit to the Declaration of Condominium recorded June 15, 2001 as Document 0010525900, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

For information purposes only: Parcel Number 14-05-405-036-1007; Known as 5728 N. Kenmore Ave, Apt 3N, Clerk's Office Chicago, IL 60660-4600.

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#### UNOFFICIAL

LOAN #: 230522926

#### CONDOMINIUM RIDER

THIS COIDOMINIUM RIDER is made this 31st day of May, 2023 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 to secure the undersigned's Home Equity Line of Credit Agreement (the "Agreement") with Credit Union 1

(the "Lender") of the same date and covering the Property described in the Security instrument and located at: 5728 r/ KENMORE AVE APT 3N CHICAGO, IL 60660-4600

In this Condominium Rider, the terms "you," "your" and "yours" refer to the undersigned. The terms "we," "us" and "our" refer to the Lender.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 5726-5728 NORTH KENMORE CONDOMINIUM (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 your interest in the Owners Association and the uses, proceeds and benefits of your interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, you and we further covenant and agree as follows:

- A. Condominium Obligations. You shall perform all of your 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) bylaws; (iii) code of regulations; and (iv) other equivalent documents. You 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

MULTISTATE CONDOMINIUM RIDER - Single Family - HELOC ICE Mortgage Technology, Inc. Page 1 of 3

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LOAN #: 230522926

Project which is satisfactory to us 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, earth quakes and floods, from which we require insurance, then: (i) we waive the provision in Section 3 for the periodic payment to us of the yearly premium installments for hazard insurance on the Property; and (ii) your obligation under Section 4 to maintain in zerd insurance coverage on the Property is deemed satisfied to the extent that the requirer coverage is provided by the Owners Association policy.

What we require as a condition of this waiver can change during the term of the loan. You shall give us recompt 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 you are hereby assigned and shall be paid to us for application to the sums secured by the Security distrument, whether or not then due, with the excess, if any, paid to you.

- C. Public Liability Insurance. You 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 us.
- **D. Condemnation.** The proceeds of any awar! or claim for damages, direct or consequential, payable to you in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or on the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. Such proceeds shall be applied by us to the sums secured by the Security Instrument as provided in Section 8.
- E. Our Prior Consent. You shall not, except after notice to us and with our prior written consent, either partition or subdivide the Property or consent to: (i) the abandon-ment 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 us; (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 us.

MULTISTATE CONDOMINIUM RIDER - Single Family - HELOC ICE Mortgage Technology, Inc. Page 2 of 3

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LOAN #: 230522926

F. Remedies. If you do not pay condominium dues and assessments when due, then we may pay them. Any amounts disbursed by us under this paragraph F shall become an additional debt secured by the Security Instrument. Unless you and we agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of interest specified in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment.

BY SIGNING BE! DW, you accept and agree to the terms and covenants contained in this Condominium Pider.

LESLIE A HARRIS

(Seal)

DATE

BACHEL E ZUCKERT

1/23 (Seal)

DATE

MULTISTATE CONDOMINIUM RIDER – Single Family – HELOC ICE Mortgage Technology, Inc. Page 3 of 3

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