85215621

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LOAN #: 16-003903-8

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 30, 1985. Frank Koster, DIV and Not Rem and Parbara Hermann, spinster (*Borrower"). This Security Instrument is given to PATHMAY FINANCIAL

The mortgagor is



("Lender")

which is organized and wisting under the laws of UNITED STATES OF AMERICA 100 N, STATE STREET CHICAGO, IL 60602

, and whose address is

Barrower owes Lender the principal sum of SEVENTY-SEVEN THOUSAND AND 00/100 2014 ARS

(U.S.\$****77,000.00). This debt is avidenced by Borrower's note dated the same date as the Security. Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2000,

This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications: (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument1 and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortage, arant and convey to Lender the following described property Tocated in COOK

County, Illinoist

UNIT NUMBER 5H IN MAYELAND OUP! ANGLE CONDOMINIUM AS DELIMEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 1:

THE WEST 24 FEET OF SUB-LOT 4 AND THE SASJERLY 48.85 FEET OF SUB-LOT 5 AND A 10 FOOT FORMER ALLEY SOUTH AND INDUOTINING SAID PREMISES IN JURGENS AND GINDELLS. SURDIVISION OF LOTS 1, 2, 13 AND 14 IN BLOCK & MEHANDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37 IN PINE GROVE, A SUBDIVISION OF SECTION 21, TOWNSHIP 40 MORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOT A (EXCEPT THE HESTERLY 126.17 FEET OF THE NORTHERLY (U FEFT THEREOF) IN MILHELMINE TENES CONSOLIDATION OF THE MESTERLY 1.15 FEET OF SPY LOT 5 AND A 10 FOOT FORMER ALLEY SOUTH AND ADJOINING SAID HESTERLY 1.15 FEET OF SUB-LOT 5. A 10 FOOT FORMER ALLEY SOUTH AND ADJOINING SUB-LOT 6 AND ALL OF SUB-LOT 6 AND THE NORTH 40 FEET OF SUB-LOTS 7 AND B IN JORDENS AND GINDELLS SUBDIVISION OF LOTS 1. 2, 13 AND 14 IN BLOCK & IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 10 3" IN PINE GROVE, A SUBDIVISION IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF IMP THIRD PRINCIPAL HERIDIAN. IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 1A1 TO THE DECLARATION OF CONDONINIUM RECORDED AS DOCUMENT 25933785. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE CONNON ELEMENTS.

14-21-108-025-1008 ML which has the address of 729 W WAVELAND B5, CHICAGO, Illinois 60613.

MORTGAGONALSO HEREBY GRANSS TO THE MORTGAGEE ITS SUCCESSORS AND ITS ASSIGNS, AS RIGHT & EASEMENTS APPURTE MANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS & EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN DECLARATION OF CONDOMINIUM AFORESAID.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and was rights and profits, water rights and stock and all fixtures now or hereafter a part of the property, All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENINTS 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record,

PAGE 1 OF 5 ILLINOIS - SINGLE FAMILY - FAMA/FHLMC UNIFORM INSTRUMENT - FORM 3014 - 12/83



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THIS SECURITY INSTRUMENT combines uniform covernments for motional use and non-currious evenants with limited variations by jurisdiction to constitute a uniform security instrument overing end property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest! Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument: (b) yearly leasehold payments or ground rents on the Property, if any: (c) yearly hazard insurance premiums; and (d) learly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or quaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, analyzing the account of verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Fun's held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's untion, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borromer any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments recieved by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2: fourth, to interst due; and last, to principal due.
- 4. Charmestiens. Borrower shall may all taxes, assessments, charmes, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold paywests or ground rents, if any, Borrower shall may these obligations in the manner provided in managraph 2, or if not paid in that manner, Borrower shall may them on time directly to the person owed mayment. Borrower shall promptly furnish to Lender all notices or amounts to be maid under this managraph. If Borrower makes these mayments directly, Borrower shall promptly furnish to Lender records evidencing the mayments.

Borrower shall promptly discharge any lien which has priority over this Seculity Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender: (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the licher of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrie providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to tender and shall include a standard mortgage clause, Lender shall have the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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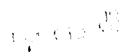
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Unless Lender and Borrower thereis are in whiting any parts ion of proceed to principal shall not extend or postpone the due date of the monthly parments referred to in paragraphs 1 and 2 or charme the amount of the parments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property/Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless.

Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property: Mortgage Insurance, if Borrrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupter, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, apprearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of parment, 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.

If Lender required most see insurance as a condition of making the loan secured by this Security Instrument. Horrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and leader's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condennation. The proceeds of any wald or claim for damages, direct or consequential, in connection with any condennation or other taking of any part of the Property, or for conveyance in lieu of condennation, are hereby assigned and shall be paid to lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrover. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Ally belance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender (ithin 30 dars after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restantion or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Releaseds Forbearance By Lender Not a Maiver. Extension of the time for payment or modification of anortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy, shall not be a waiver of or preclude the exercises of any right or remedy.

Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charmes. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charmes, and that law is finally interpreted so that the interest or other loan charmes collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charme shall be reduced by the amount necessary to reduce the charme to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charme under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this antion, Lender shall take the steps specified in the second paragraph of paragraph 17.

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- 6. Preservation and Maintenance of PropertysLeasehulds, is now that but the major of the factorial of the control of the statement of the factorial of the statement of the statement of the factorial of the statement of the sta
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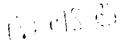
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- 10. Borrower Not Released! Forbearance in Lender Not a Waiver, A renorm of the time to anyther in its or the service of the first service of this service is that services and the first services of t
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14. Notices. Any notice to borrower provided for in this Security, that twent, shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this range apply.

15. Boverning LausSeverability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Corr. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is said or transferred (or if a beneficial interest in Borrower is said 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises has option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not tess than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument, If Horrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Relations. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinuous at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower! (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred a enforcing this Security Instrument, including, but not limited to, reasonable attorney's feest and (d) takes such action as Lender my reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

- 19. Accelerations Remedies. Lender shall give notice to Borrower erior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify (a) the defaults (b) the action required to cure the defaults (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to assert in the foreclosure proceeding the nonexistent, of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect (i) makes incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and a continue prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicial appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bunds and reasonable attorner's fees, and then to the sums secured by this Security Instrument.
- 21. Release, Upon parment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs,
 - 22. Makeer of Homestead. Borrower waives all right of homestead exemption in the Property.
- 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, [Check apprilicable box(es)]

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- 19. Acceleration: Remedies, Lender shall sive notice to Borrower prior to acceleration following Borrower's breach of and coverant or agreement in this Security Instrument (our not prior to acceleration under managements 13 and 17 unless applicable law provides otherwise). The notice shall specific (a) the default on the action required to cure the default! (c) a date, not less than 30 days from the date the notice is also to Corrower, by which the default must be cured) and (d) that failure to give the default on or bythic the date specified in the notice way result in acceleration of the sums secured by this securit, Instrument foreclosure by indicate acceleration and the right to acceleration and torsiosure. If the default is not cured on or before the date specified in the notice, linder at its option way require immediate payword in full of all sums secure: by this Security instrument without further demind and way forecious this Security listenent by indicat proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the forecious this Security listenent by indicat proceeding, but not limited to, reasonable alterney: fees and costs of title evidence.
- 20. Lender in Possession, which is a coloration page of many of all and an electric procession of the end of t
- 21. Releases are that we have a control of the cont
 - 22. Haiver of Homestead, burrount was state same of a notice of the center as the research of
- 23. Riders to this Security Instrument, the second of the personal and control of the ending of the control of the end of the control of the end of the en

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Transparence (exempt) 1 3

2 10 5 Sec. 3.



By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Barrower and recorded with it.

FRANK KOSTER	ETLA (Seal) Barrower	BARBARA HERMANN Borrower	
^	Borrower	Borrower Borrower	
with the section and section and the section with the section section of the section and section to		ne For Acknowledsment)	
State of Illinois. Ca	0/2	County sst COOK	** ** ** ** ** ** ** ** ** **
I, ELC CCCCC do hereby certify that FRANK KOSTER, DIV AND NOT R	en and Barbara Hermann, sp	n a Notary Public in and for said county and s PINSTER to be the same person(s) whose name(s) subscribed to the	
instrument, appeared before	me this day in person, an	nd acknowledged inc. THEY signed and delivered the said instru	
free and voluntary act, for			INCAT 45
Biven under my hand and	official seal, this B		
My Commission expires: β	128/801	T'S	
Mic Laza	Que	Mary Public	
Mad 30		Notary Public	
DOCUMENT PREPAIRED BY: CATHY 100 N. STATE STREET CHICAGO,		61	_
	BOX 333 - J H	Į.	e R

PAGE 5 OF 5



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This Condominium Rider is made this 30TH day of SEPTEMPER: 1985; and is incorporated into and shall be deemed to amend and supplement the Murtage. 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 PATHMAY FINANCIAL.

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

729 H HAVELAND BS, CHICAGO, IL

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

(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 collows:

- (A) Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (1) Declaration or any other document which creates the Condominium Project; (11) by lawst (11) code of regulations; and (1v) 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" of "blanket" policy on the Condominum Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Londer requires, including fire and hazards included within the term "extended coverage," then:
- (1) Lender waives the provision in Uniform Towerent 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property: and
- (11) Borrower's obligation under Uniform Compant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the renuired coverage is recorded by the Owners Association Policy.

Borrower shall give Lender prount notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proces in live of restoration or repair following a loss to the Property: whether to the unit or to common elements, any proceeds parable to Europea are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with an excess paid to Borrower.

- (C) Public Liability Insurance. Burrower 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, mayable 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 convergnce 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 fartition or subdivide the Property or consent to:
- (1) the abandonment or termination of the Condominium Project, except for abandonment or remaination 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 domains
 - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lenders
 - (111) termination of professional management and assumption of self-management of the Duners his oclations 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 may condominium dues and assessments when due, then Lender may may them. Any amounts disbursed by Lender under this paramark 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 mayable, with interst, upon notice from Lender to Borrower requesting mayment.

rate and shall be payable, with	interst, upon notice f	rom Lender to Borrower reques	ting payment.	
By Signing Below, Dornower acce 14-21-108-025-1008	,	erms and provisions contained	in this Condominium Rider.	
Frank Koster	(Seal)	Barbara I Me		G,
FRANK KOSTER	Borrower	Barbara Hermann	Borrower	215
	(Seal)		(Seal)	50
PAGE 1 OF 1 HULTISTATE CONDONI	Borrower NIUM RIDER - SINGLE FAM		Borrower dUMENT - FORM 3140 12/83	



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