UNOFFICIAL COPYS 85 251 531 COOK COUNTY ILLINOIS FILED FOR RECORD

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 9, 19 85 . The mortgagoris CHARLES RAEBER AND LISA RAEBER, His Wife

("Borrower"). This Security Instrument is given to

MIC'LIGAN AVENUE NATIONAL BANK OF CHICAGO

, which is organized and existing

under the laws of The United States of America , and whose address is 30 North Michigan Avenue ("Lender").

Chicago, Illinois 60602

Borrower owes Lender the provipal sum of EIGHTY THOUSAND AND 00/100 . This debt is evidenced by Borrower's note Dollars (U.S. \$ 80,000.00). This debt is evidenced by Borrower's note , and whose address is 30 North Michigan Avenue, ("Lender").

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 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 Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does he eby mortgage, grant and convey to Lender the following described property

located in City of Chicago Cook

UNIT 4A AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'DEVELOPME'IT PARCEL'): LOTS 7,8,9 AND 10 IN COUNTY CLERK'S DIVISION OF LOTS 12 AND 13 AND LOT 25 (EXCEPT THE WEST 550 FEET THEREOF) TOGETHER WITH ACCUSTION THERETO IN SIMONS AND GORDON'S ADDITION TO CHICAGO A SUBDIVISION OF LOTS 10 AND 19 AND VACATED STREETS BETWEEN IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE WEST 100 FEET OF LOT 13 IN SIMON AND GORDON'S ADDITION TO CHICAGO SAID ADDITION BEING A SUBDIVISION OF LOT 10 AND LOT 19 AND VACATED STREET BETWEEN SAME IN SCHOOL TWATEES' SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY LA SALLY NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 43051, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22414417; TOGETHER WITH ITS UNDIVIDED PERCAMAGE INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL AT THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.***

PERMANENT TAX NO. 14-16-304-039-1001

which has the address of 4170 North Marine Drive, Unit 4-A

Chicago, [City]

Illinois

D.F. MAKOWSKI

60613 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas 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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Form 3014 12/83

UNOFFICIAL CORY

30. Morth. Michigan Avenue, Chicago, II. 60602 Michigan. Avenue. National. Bank of Chicago (Name) SOBERT W EREDERIKSEN This instrument was prepared by: American 2001 My Commission expires: 3-12-88 Given under my hand and official seal, this ONZZ set forth. signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged nat , personally known to me to be the same person(s) whose helper(s) CHARLES RAEBER AND LISA RAEBER, His Wife do hereby certify that , a Notary Public in and for said county and state, HAMME SELFAN BY SIGNING BELOW, Borrower, succepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Lorrower and recorded with it.) Other(s) [specify] Planned Unit Development Rider Tebis in myal beiaubard Tehily Rider ☐ 2-4 Family Rider Z Condominium Rider ne Adjustable Rate Rider

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

23. Relief: 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 supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

Instrument. [Check a ppicable box(es)]

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums accured by this Security Instrument.

21. Release. Upon payment of all sums accured by this Security Instrument, Lender shall release this Security

Lenger in rossession. Opon acceleration under paragraph 19 or againdnment of the roperty and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 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 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

but not limited to, reasonable attorneys' tees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the date specified in the notice may result in acceleration of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or existence 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 all expenses incurred in pursuing the remedies provided in this paragraph 19, including. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including.

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

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower 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 Lender'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. Condemnation. The proceeds of any award or claim 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 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 Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (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. Any balance 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 within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration 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 Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization. If the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not or erate 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 amo tiration 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 exercise of any right or remedy.

11. Successors and Assigns Bound: Joint and Several Liability; Co-signers. The covenants and agreements of this Security 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 not personally obligated to pay 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 regreed to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security instrument 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose in nake 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 charge 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 a cording 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 option, Lender shall take the stop, specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shrube 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 Porrower. 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 paragraph.

15. Governing Law; Severability. 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 Lastrument 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 Copy. 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 sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this 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 this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower 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 Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or 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 in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may 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.

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Lender's rights a figure in the striperty fater has a proceeding in definitely, product the value of the Property and Lender's rights in the Property. 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, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph? Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this fine disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. 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 bankruptcy, probate, for condemnation or to enforce laws or

6. Preservation and Maintenance of Property; Lesscholds.
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6. State of Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and feet intic shall not merge unless Lender agrees to the merger in writing.
7. Protection of Lender's Rights in the Property; Mortgage Insurance.
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9. Protection of Lender's Rights in the Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds.

When the notice is given.

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 I and 2 or change the amount of the payments. If under paragraphs 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 from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security in the same secured by the security in the security in the same security in the security in the same security in the security in t

Unless Lenders and Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to revioration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the orestoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds 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 restore offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to 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.

All incurance policies and renewals shall be acceptable to Lender and shall include a candard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt negligible prompt of the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

unreasonably withheld. of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance. Borrower shall be maintained in the amounts and for the privids that Lender requires. This insurance shall be maintained in the amounts and for the privids that Lender requires. The insurance shall be maintained in the amounts and for the privids that Lender requires. The insurance shall be insurance shall be chosen by Borrower subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

to be paid under this paregraph. It borrower makes these payment; directly, borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has pric.ily over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien iv. ..., muer acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien of to this Security Instrument. It Lender determines that any part of the Property; or (c) secures from the holder of the lien any part of the Property; or (c) secures from the holder of the lien any part of the Property; or (c) secures from the holder of the lien any notice identify the lien or torice; authorized that any part of the Broperty; or (c) secures from the bolder of the lien any notice identifying the lien and the lien or take one or more of the security in above within 10 days of the giving of notice.

purpose for which each debit to this Funds was made. The Funds are pledged as additional security for tine sums secured of purpose for which each debit to this Funds was made. The Funds are pledged as additional security for tine sums secured to be properly instrument.

If the amount of the Funds hold by Lender, together with the future monthly payments of Funds payable prior to the detectow items, siell exceed the amount required to Borrower on monthly payments of Funds. If the amount necessary to make up the deficiency if one or more payments as required by Lender and the follower shall pay to Lender any funds playing the deficiency if one or more payments as required by Lender and the follower shall pay to Lender any Funds held by Lender. It into the paragraph If the Property is sold or acquired by Lender, Lender shall apply, no later any Funds held by Lender. It is a secured by this Security Instrument, Lender shall pay to Lender at the time of application to the safe of the Property is sold or acquired by Lender. Lender shall apply, no later payable to the safe of the Property is sold or acquired by Lender the Borrower shall apply, no later payable to the safe of the Property is sold or acquired by Lender the late time of application at Payments. Unless application by Lender, any Funds held by Lender at the time of the application of Payments. Unless applications are secured by the Note; second, to prepayment chairs by the apply in the manner provides of the portoner, or propayment the sum attain priority over this Security Test. Timent, and leasted by Bayments and the manner provided in laragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If any security Test. Timent, and least-hold payments directly or the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It is a secured by the secured by t

the principal of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote.

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 Mote, until the Mote 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 laxes and sessential assessments which may attain priority over this Security Instrument;

(c) yearly hazard insurance premiums; and (d) yearly mortages of receive section items.

Lender pays section is a and reasonable estimates of future escrow items.

Lender may not closed to be considered to make such a reder shall be federal or sectiow items.

Lender may so construction the deposits or accounts of which are insured or guaranteed by a federal or state agency (includ ny Lender is auch an institution). Lender shall apply the Funds to pay the escrow items.

Lender may or closed or such as and reasonable sand applying the Funds, Lender shall apply the Funds to pay the escrow items.

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 pade in the Funds and applying the Funds and interest and a charge, and the Funds and the Funds and the sums secured by the Funds and the sums accounted by this for which asch debit: 3 the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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.

UNOFORDOMANUM BROKEY 3 1

THIS CONDOMINIUM RIDER is made this 9th day of October 19.85. 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 MICHIGAN AVENUE NATIONAL BANK OF CHICAGO (the "Lender"
of the same date and covering the Property described in the Security Instrument and located at: 41.70 North Marine Drive, Chicago, Illinois Unit 4-A [Property Address]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: THE WATERFORD CONDOMINIUM
[Name of Condominium Project]
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument
Borrower and Lender further covenant and agree as follows:
A. Co in minium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
B. Hazard Ir surance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" pully on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, Ir. the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
(i) Lender waive one provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for na ard 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.
Borrower shall give Lender promp, notice of any lapse in required hazard insurance coverage.
In the event of a distribution of haza d insurance proceeds in lieu of restoration or repair following a loss to the
Property, whether to the unit or to common eleries is, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess 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 (ccer table 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 one part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are lender assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Institution 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 P oject, 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 Lender.
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower coruned 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.

By Signing Below, Borrower accepts and agrees to the terms and provisions conspined in this Condominium Rider.