BACLOGOPY O

This instrument prepared by Morie Roche The First Mortgage Corporation 20060 Governors Drive

1986 FEB 13 PM 2: 38 86061440

BOX 333-TH V[€]

86061440

is Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on Februar
The mortgagor is WALTER J. WALENSA MARRIED TO NORMA L. WALENSA

("Borrower"). This S/cu rity Instrument is given to A.J. SMITH FEDERAL SAVINGS BANK

THE UNITED STATES OF AMERICA which is organized and raising under the laws of 14757 S. Cicero Avenue, Millothian, Illinois 60445

and whose address is

("Lender").

Borrower owes Lender the principe, sum of ONE HUNDRED TWENTY EIGHT THOUSAND AND NO/100

Dollar (U.S. \$ 128,000.00

). This debt is evidenced by Borrower's note 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 MARCH 1, 2016 This Security Instrument

paid earlier, due and payable on secures to Lender: (a) the repayment of the debt e idenced 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 Born of r's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mort; age, grant and convey to Lender the following described property

located in

County, Illinois:

Unit Number 25B and P82 in State Tower Condominium as delirected on a Survey of the following described real estate:

Lots 1, 2, 3, 4 and 5 in the Subdivision of the East 2 of the South 2 of Lot 2 in Bronson's Addition to Chicago a Subdivision of the North East & of Section 4, Township 39 Porth, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which Survey is attached as Exhibit: "A" to the Declaration of Condominium recorded as Document 26,144509 together with its undivided percentage interest in the common elements.

Tax I.D. #17-04-224-049-1080 _ U. L 255 17-04-224-0491174 P-82

which has the address of

1230 N. State Parkway #28 25B [Street]

Chicago

[City]

Illinois

60610

(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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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	y Commission expires:
	forth. Given under my hand and official seal, this
. U	; personally known to me the same person(s) whose maneeth same person, and acknowledged that The Y precibed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y preciped and delivered the said instrument as THELR free and voluntary act, for the uses and purposes therein
	bereby certify that WALTER J. WALTER TO NORMA L. WALTER
	I, THE UNERSTAND Manney County set County set.
	Spece Bolow This Line For Actinos
٠,	Minoring (1005)
	([EDS) - VSNCTIVE T VINCIN
	BY SIGNING BELOW, Borrov et accepts and agrees to the terms and covenants contained in this Security transmit and in any rider(s) executed or Portrower and recorded with it. WALENGA IS SIGNING THIS DECIMENT SOLELY FOR THE PURPOSE OF PERFECTING HER WALVER OF HOMESTEAD (See!)
	Other(s) [specify]
	Graduated Prymant Rider Planned Unit Development Rider
	22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Riden, to this Security Institutes it is not not rider and exemption in the Property of Security is a remaining and agreements of each such rider shall be incorporated into and shall amend and plement ine townent; the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument in the rider(s) were a part of this Security Instrument in the rider(s) were a part of this Security Instrument in the rider(s) were a part of this Security Instrument in the rider in the rider of this Security Instrument in the rider in the rider of this Security Instrument in the rider in th
	20. Leader in Possession. Upon acceleration under paragraph 19 of ananoment of the Property and acceleration under paragraph 19 of ananoment of the Property and to collect the rents of any period; of the Property and to collect the rents of and manage the Property and to collect the rents of the Property and to collect the rents of the Property and to collect the rents of the Property and to payment of the Property and collection of rents, including, but not ilmited to, receiver's fees, premiums on its of management of the Property and collection of rents, including, but not ilmited to, receiver's fees, premiums on its commands and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Instrumen
	see applicable; law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the notice shall specify: (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default on or before the date specified in the notice may result in acceleration of the units of the right to assert in the foreclosure proceeding the non-semi Borrower of the right to assert in the foreclosure proceeding the non-semi Borrower of the right to assert in the foreclosure proceeding the non-semi Borrower to receleration and foreclosure. If the action curred on or secret is the continuent in the foreclosure proceeding the non-secured by the default or any other detects of a default is not curred on or Security Instrument in the foreclosure proceeding. The contract of the rotice, Lender at its option may foreclosure, Iranian that of all sums secured by the date specified in the notice, Lender at its option may foreclose this Security Instrument by Judicial proceeding. Security Instrument in this official proceeding the ratio of the contract of the foreclosure for the factors of a contract of the foreclosure for the factors of the collect all expenses incurred in pursuing the remodies provided in this paragraph 19, including not to collect all expenses incurred in pursuing the remodies provided in this paragraph 19, including not the factors of the collect all expenses in contract of the collect of the factors of the factors of the collect of the factors

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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 cettle 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 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 amore ation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's encessors 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 Bourd; 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 a reements 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 rem's of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) excess 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 Charges. If the loan secured by this Sec urity 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 to rake this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund resucces 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 coording 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 sie is specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument stall 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 " a b rrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lende who a 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 in att iment or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of 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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reguesting payment.

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 amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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

fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasthold,

Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpene the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princip dishall not extend or

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use, 12 recognition restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin applied to the sums secured by this Security Instrument, whether or not then due, wing any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lenue, to at the insurance carrier has restoration or repair is not economically feasible or Lender's security would be lessered the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically leasible and Lender's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proce de shall be applied to restoration or repair Lender shall have the right to hold the policies and renewals. If Lender 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 earrier and Lender. Lender may make proof of loss if not made promptly by Borroer.

All insurance policies and renewals shall be acceptable to Lender and linelude a standard mortgage clause.

unreasonably withheld. insured against loss by fire, hazards included within the ten... extraded coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the ... nounce and for the periods that Lender requires included in the ... included the providing the insurance shall not be the contract to Lender's approval which shall not be Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice. 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 of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the to this Security Instrument II Lender determines that any part of prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the ootigation secured by the lien in a manner acceptable to Lender; (b) contests in good gorrower: (a)

to be paid under this paragraph. If the ower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligat one in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 6. Charges; Liens. Lorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any

Note; third, to amount payeble under paragraph 2; fourth, to interest due; and last, to principal due: paragraphs, I and 2 s tall I c applied: first, to late charges due under the Note; second, to prepayment charges due under the

application as a credit against the sums secured by this Security Instrument.

3. Application of a Payments. Unless applicable law provides otherwise, all payments received by Lender under

any Funds he'd 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 Upen ayment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

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

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

basis of current data and reasonable estimates of future escrow items. 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) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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 [ull, a sum ("Hunds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due UNIFORM COVENAUTS. Borrower and Lender covenant and agree as follows:

Burkey Commencer Com

Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this5th. day of February	19 86 and is
incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of	
"Security Instrument") of the same date given by the undersigned (the "Borrower") to same Note (the "Note") to	ecure Borrower's Adjustable
(the "Lender") of the same date and cover	
the Security Instrument and located at:	- • •
1230 N. State Parkway #285 Chicago, Illinois 60610	
[Property Address]	

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOR-ROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as icllows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Drie, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Not: Folder will choose a new index which is based upon comparable information. The Note Holder will give me notice c this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS result of this addition to the nearest one-eighth of one percentagor oint (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate with the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in ful. of the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of ray new monthly payment beginning on the first monthly payment date after the Charge Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

(a) The second of the control of

If Lander exercises the option to require immediate payment in full, Lander 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

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that the Note and in the Note and in the Note and in the Note and in the Security Instrument unless Lender releases.

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SMITH FEDERAL SAVINGS AND LOAN ASSOCIATION RIDER A 0

19.86., and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or De to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (here "Borrower") to secure Borrower's Note to	THIS CONDOMINIUM RIDER is made this 5th	day of February
to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (here "Borrower") to secure Borrower's Note to	19.86., and is incorporated into and shall be deemed to amend	and supplement a Mortgage, Deed of Trust or Deed
The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as STATE TOWER CONDOMINIUM	to Secure Debt (herein "security instrument") dated of even "Borrower") to secure Borrower's Note to A.J. SMITH F.	date herewith, given by the undersigned (herein EDERAL SAVINGS BANK
The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as		e Property described in the security instrument and is 60610
(Name of Condominium Project)(herein "Condominium Project").	The Property comprises a unit in, together with an undivided in project known as	nterest in the common elements of, a condominium
	(herein "Condominium Project").	ondominium Project)

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

- A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.
- B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and
- (iii) the provisions in Uniterm Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the or claration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurpice proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sum, secured by the security instrument, with the excess, if any, paid to Borrower.

- C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium. Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other actualty or in the case of a taking by condemnation or eminent domain;
- (ii) any material amendment to the declaration, by-laws or cove of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including by not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
- (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.
- D. Remedies. If Borrower breaches Borrower's covenants and agreements bereinder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

NORMA L. WALENSA IS SIGNING THIS DOCUMENT SOLELY FOR THE PURPOSE OF PERFECTING HER WALVI'R OF HOMESTEAD

WALTER J. GALENSA -BOTTO

NORMA L. WALENSA -BOTTO

NORMA L. WALENSA -BOTTO

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