FFICIAL COPY BOX 333-WJ

THIS INSTRUMENT WAS 25 MARIANN A. FERRIN

First Illinois Bank of Evansion, .... - 800 Davis Street Evanston, Illinois 60204

COOK COUNTY, ILLINOIS FILED FOR RECORD

1986 AUG 25 AM 10: 21

86372077

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## MORTGAGE

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 

UNIT 2203-1 IN PICARDY CONDOMINIUM AS DELIVEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 12 AND 13 IN BLOCK 22 IN STEWART'S RESUBDIVISION OF BLOCKS 22. 24 AND 26 IN NORTH EVANSTON, IN THE SOUTH SECTION OF QUILMETTE RESERVATION IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID STEWART'S RESUBDIVISION RECORDED AFRIL 23, 1880 IN BOOK 15 OF PLATS PAGE 19 AS DOCUMENT 268048 IN COOK COUNTY, ILLINOIS. WATCH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCIMENT 22702221 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN LOCK COUNTY, ILLINOIS. Mortgagor also hereby grants to the mortgagee its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the declaration of condom nium aforesaid.

This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration the same as though the provisions of Bath Ofeciaration Oward Official and stipulated at length herein.

05-34-325-021-1016

which has the address of		2203-1 C	ENTRAL STREE	T	EVA	NSTON	
•	60301		(Street)			[City]	
Illinois			("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

CMTG

LOAN NUMBER: MCGOWAN

GMM--419 3/86 - 002

Non-Uniform Cov

19. Acceleration; Remedies. Lender shall give notice to Borrower prior 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 default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to 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 reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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, 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 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

21. Release: Upon: payment of all	fees, and then to the sums secured by this Sel sums secured by this Security Instrument for over shall pay any recordation costs.	
	er waives all right of homestead exemption is	n the Property.
23. Riders to this Security Instrumenthis Security Instrumen, the covenants are	nent. If one or more riders are executed by Ind agreements of each such rider shall be in its of this Security Instrument as if the r	Borrower and recorded together with corporated into and shall amend and
Adjustable Rat Lider	Condominium Rider	2-4 Family Rider
Graduated Payment R der	Planned Unit Development Rider	the state of the s
Other(s) [specify]		
	accepts and agrees to the terms and co	venants contained in this Security
Instrument and in any rider(s) executed by	Porrower and recorded with it.	
- Stady on a register graph the him beaution of Light of Santon Co. The memory graph and the co.	A STATE OF S	Mc Joulas (Seal)
Maggio Arto de la Company de Arto de la Company Cartago de la Cartago de Maria de Maggio de la Cartago de la Cartago de la Cartago de la Cartago de la Cartago Cartago de la Cartago de la	JOHN W. MCGOWAN	(Seal)
odky o sedata a to see		—Borrower
	[Space Below This Line For Acknowledgment]	
College College College College College College College	Ship Cla	
en e		
and the second of the second of the second		4
	County ss:	
I. The Underson	a Notary Public	in and for all county and state,
do hereby certify that	m W. Mc Gova	
これがあり、 動物には、これには、これにはは、ままた、まった。これには、これに必要する。 これが行わる	y known to me to be the same person(s	
scribed to the foregoing instrument, ap		
signed and delivered the said instrumer		
therein set forth.		
Given under my hand and official se	eal, this . Aug	, 19.
My Commission expires:	and the second of the second o	
april 18, 1988	facof A.	Suders
and the state of the control of the state of		Arman Arman

and the state of

Borrower and Lender covenant thu nifree as follows: UNIFORM COVENANTS

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) yearly 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 guaranteed 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 or 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 horrower, 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 Funds 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 option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Tun is 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 Borrower any Funds held by Lerder. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately price to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit and ust the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I 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 inder paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower 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. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person ow a gayment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrover makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security 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 or it. 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 holder 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 goer this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or ak 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 carrier providing the insurance shall be chosen by Borrovic, subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires corrower 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 Decurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the incurance 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 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal stati not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. 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 (1) 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 Borrower 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 bankruptcy, 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, appearing in court, paying reasonable attorneys' 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 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.

**UNOFFICIAL COPY** occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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. Those conditions are that Borrower:

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 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured 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 person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all surfaced by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited to 16; Borrower's Copy. Borrower shall be given one conformed copy of the Note and of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a sensitive standard in the Borrower is sold or transferred and Borrower is not a natured in it is sold or transferred and Borrower is not a natured in the property of the Borrower is sold or transferred and Borrower is not a natured in the property in the property of all surfaces and Borrower is not a natured and Borrower in the full of all surfaces. Note are declared to be severable. 15. Governing Law; Severability. This Security Instrument shall be governed or clears of the Property is located. In the event that any provision or clears of this 'ecurity Instrument or the Note Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which applicable law, such conflict shall not affect other provisions of this Security Instrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mainth Canada and the Security Instrument and the Mainth Canada and the Security Instrument and the Mainth Canada and the Mainth Canada and Can in this paragraph. 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 when given as provided to mailing it by first class mail unless applicable law requires use of another nieth od. 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 Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Ir strument shall be given by delivering it or by Paragraph 17 permitted by paragraph 19, If Lender exercises this option, Lender shall take the steps specified in the second paragraph of 13. Legislation Affecting Lender's Rights.
If ensuring any provision of the More or this Security Instrument uncolouseble according to its terms. Lender, at its option, may require immediate payment in full of all aums secured by this Security Instrument and may invoke any remedies may invoke any remedies partial prepayment without any prepayment charge under the Mark or expiration of applicable laws has the effect of under the Note or by making a direct payment to Borrower If a refund reduces principal, the reduction will be treated as a L2. 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 he interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (h) 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 permitted limits will be refunded to Borrow. If a refund reduces principal, the reduction will be treated as a under the Note or by making a direct payment to Borrow ... If a refund reduces principal, the reduction will be treated as a under the Note or by making a direct payment to Borrow ... If a refund reduces principal, the reduction will be treated as a that Borrower's consent. 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 inferest in the Prope ty vider the terms of this Security Instrument; (b) is not personally obligated to pay Use Successors and Several Liability; Co-signers. The covenants and agreements of paragraph 17. Borrower, subject to the provisions of paragraph 17. Borrower's coveral search and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the No.: (a) is co-signing this Security Instrument only to mortgage, grant and convey Instrument but does not execute the No.: (a) is co-signing this Security Instrument only to mortgage, grant and convey instrument but does not execute the No.: (a) is co-signing this Security Instrument only to mortgage, grant and convey instrument but does not execute the No.: (a) is co-signing this Security Instrument only to mortgage, grant and convey instrument but does not execute the No.: (b) is co-signing this Security Instrument only to mortgage, grant and convey instrument but does not execute the No.: (b) is co-signing this Security Instrument only to mortgage, grant and convey instrument but does not execute the No.: (c) is co-signing this Security Instrument only to mortgage, grant and convey in the No.: (c) is co-signing this Security Instrument only to mortgage, grant and convey in the No.: (c) is co-signing this Security Instrument only to mortgage, grant and convey in the No.: (d) is co-signing this security Instrument only to mortgage, grant and convey in the No.: (e) is co-signing this security Instrument only to mortgage, grant and convey in the No.: (e) is co-signing this security Instrument on the No.: (e) is co-signing this security Instrument on the No.: (e) is co-signing this security Instrument on the No.: (e) is co-signing this security Instrument on the No.: (e) is co-signing this security Instrument on the No.: (e) is co-signing this security Instrument on the No.: (e) is co-signing this security Instrument on the No.: (e) is co-signing this security Instrument on the No.: (e) is co-signing this security Instrument on the No.: (e) is co-signing this security Instrument on the No.: (e) is co-signing this security I

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shall not be a waiver of or preclude the exercise of any right or remedy.

by the original Borrower of Dorrower's successors in interest. Any forbeatance by Lender in exercising any right or remedy interest of Bortov er l'all not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not le re luired to commence proceedings against any successor in interest or refuse to extlend time for payment of the relation of the sums secured by this Security Instrument by reason of any demand made Uties I Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the ore described by payments referred to in paragraphs. I and 2 or change the amount of such payments.

10. 2c. 75 wer Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in modification of the sums secured by this Security Instrument granted by Lender to any successor in modification of a factor of the sums secured by this Security Instrument granted by Lender to any successor in modification of a factor of the sums secured by this Security Instrument granted by Lender to any successor in modification.

to the sums secured by this Security Instrument, whether or not then due.

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

paid to Borrower.

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unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the samuer of the same secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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.

assigned and shall be paid to Lender.

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 shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection: Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

## UNCONFORMAND ROBERTY

THIS CONDOMINIUM RIDER is made thisday of	AUGUST	. 19 86
and is incorporated into and shall be deemed to amend and supplement the (the "Security Instrument") of the same date given by the undersigned (the	Mortgage, Deed of Trust	or Security Deed
of the same date and covering the Property described in the Security Instrum	nent and located at:	. (
2203-1 CENTRAL STREET EVANSTON IL 60201		
(Property Address) The Property includes a unit in, together with an undivided interest in the corknown as: PICARDY CONDOMINIUM	mmon elements of, a cond	lominium project
(Name of Condominium Project)		
(the "Condominium Project"). If the owners association or other entity whi "Owners Association") holds title to property for the benefit or use of its mincludes Borrower's interest in the Owners Association and the uses, proceed	nembers or shareholders, i	the Property also
CONDO All IUM COVENANTS. In addition to the covenants and ag Borrower and Lender further covenant and agree as follows:	reements made in the Sec	urity Instrument,
A. CONDONA IUM OBLIGATIONS. Borrower shall perform a Condominium Project's Constituent Documents. The "Constituent Document document which creates the Condominium Project; (ii) by-laws; (iii) code documents. Borrower shall promptly pay, when due, all dues and assessment Documents.	ents" are the: (i) Declarate of regulations; and (iv)	tion or any other other equivalent
B. HAZARD INSURANCE. So long as the Owners Association main carrier, a "master" or "blanket" policy on the Condominium Project where provides insurance coverage in the amounts, for the periods, and against the hazards included within the term "extended coverage," then:  (i) Lender waives the provision in Uniform Covenant 2 for the more the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain his deemed satisfied to the extent that the required severage is provided by the Borrower shall give Lender prompt notice of any lanse in required hazard in the event of a distribution of hazard insurance proveeds in lieu of reproperty, whether to the unit or to common elements, any proceeds payable to paid to Lender for application to the sums secured by the Security Instrume	hich is satisfactory to Le hazards Lender requires, is nthly payment to Lender of nazard insurance coverage he Owners Association pot tard insurance coverage, estoration or repair follows b Borrower are hereby assign	ender and which notuding fire and of one-twelfth of on the Property blicy.
C. PUBLIC LIABILITY INSURANCE. Borrower shall to ke such action Owners Association maintains a public liability insurance policy acceptable in Lender.		
D. CONDEMNATION. The proceeds of any award or claim for don. Borrower in connection with any condemnation or other taking of all or any post the common elements, or for any conveyance in lieu of condemnation, Lender. Such proceeds shall be applied by Lender to the sums secured by the Scovenant 9.	oal t of the Property, wheth e.e. hereby assigned and	her of the unit or shall be paid to
E. LENDER'S PRIOR CONSENT. Borrower shall not, except after a written consent, either partition or subdivide the Property or consent to:  (i) the abandonment or termination of the Condominium Project, required by law in the case of substantial destruction by fire or other casualty cor eminent domain;  (ii) any amendment to any provision of the Constituent Documents is treater.	, except for abmidonmen or in the case of a triking b	at or termination by condemnation
Lender; (iii) termination of professional management and assumption of self or		
(iv) any action which would have the effect of rendering the public in the Owners Association unacceptable to Lender.	liability insurance coverag	ge maintaine
F. REMEDIES. If Borrower does not pay condominium dues and assemblem. Any amounts disbursed by Lender under this paragraph F shall become the Security Instrument. Unless Borrower and Lender agree to other terms of payone the date of disbursement at the Note rate and shall be payble, with interespectually payment.	ne additional debt of Borr payment, these amounts sl	ower secured hall bear inter

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

JOHN W. MCGOWAN

(Seal)

-Borrower

(Seal)

-Borrower

LOAN NUMBER: MCGOWAN

FCOR

## **UNOFFICIAL COPY**

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