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COOK COUNTY. ILLINOIS FILED FOR RECORD 87442873

60457

1987 AUG 11 PH 1: 12

87442873

1500

Space	Above	This	Line	For	Recording	Data)	

## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on AUGUST 5.  9. 87 The mo (ga gor is HARRIETT J. SMILEY, A SPINSTER.  WID-AMERICA	
9	
MORTGAGE COPPORATION ("Borrower"). This Security Instrument is given to MID-AMERICA, which is organized and existing inder the laws of THE STATE OF ILLINOIS, and whose address is 766.7. WEST. 95TH. STREET.	
THE STATE OF ILLINOIS and whose address is 7607 WEST 95TH STREET	
urcypy util c /1 INOIS 60457	
HICKORY HILLS 1LLINOIS 60457 ("Lender").  Borrower owes Lender the racipal sum of SIXTY TWO THOUSAND AND NO/100	
Dollars (U.S. \$ 62,000.00 ). This debt is evidenced by Borrower's note	
lated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not said earlier, due and payable on	
said earlier, due and payable on	
ecures to Lender: (a) the renavment of the debt evidenced by the Note, with interest, and all renewals, extensions and	
nodifications: (b) the payment of all other sums, with interest, advanced under paragraph 7 to profect the security of this	
equity Instrument, and (c) the performs are of Borrower's covenants and agreements under this Security Instrument and	
he Note. For this purpose, Borrower does he recy mortgage, grant and convey to Lender the following described property	
he Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property coated in	
INIT NUMBER 1-"N" AS DELINEATED OF BURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND	
HEREINAFTER REFERRED TO AS PARCELL, OT 11 (EXCEPT THE NORTH 6 FEET THEREOF) AND	
THE NORTH 11 FEET OF LOT 10 IN BLOCK 3/ IN THE SUBDIVISION OF LAND MARKED GROUNDS	
OF THE PRESBYTERIAN THEOLOGICAL SEMINARY OF THE NORTH WEST ON THE RECORDED PLAT OF	
THE TOWN OF HYDE PARK IN THE SOUTH WEST TRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 38	
ORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	
THICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP	
ADE BY THE AMERICAN NATIONAL BANK AND TRUST CO'PANY OF CHICAGO, A NATIONAL BANKING	
SSOCIATION NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 24, 1976 A	INI
NOWN AS TRUST NUMBER 38739, AND SAID DECLARATION OF CONDOMINIUM OWNERSHIP HAVING	
EEN RECORDED IN THE OFFICE OF THE RECORDER OF DEELS OF COOK COUNTY, ILLINOIS	
S DOCUMENT NUMBER 24846563 TOGETHER WITH AN UNDIVIDED 15.67 PER CENT INTEREST	
N SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING	
LL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID PACIARATION AND SURVEY),	
	_
LL IN COOK COUNTY, ILLINOIS. PERMANENT TAX NUMBER: 20-12-113-054-1001 VOL 255	9
ERMANENT TAX NUMBER: 20-12-113-034-1001 VOL 233 / /	- 2
AND SHAPE THE PROPERTY AND THE PARTY OF THE	Ξ
HIS INSTRUMENT WAS PREPARED BY: JANICE RAVE	7
FTER RECORDING RETURN TO: MID-AMERICA MORTGAGE CORPORATION	$\dot{\alpha}$
7667 WEST 95TH STREET	

which has the address of		5437	SOUTH	CORNELL	AVENUE,	UNIT	#1-"N"	CHICAGO	
		(Street)					,	(City)	
Illinois	60615	Code)		("Proper	ty Address	<b>'')</b> ;			

HICKORY HILLS, ILLINOIS

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.

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requesting payment.

the date of disbursement at the Note rate, and shall be payable, with interest, upon notic: from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender this paragraph? Lender does not have to do so.

Any amounts disbursed by Lender this paragraph? Shall become additional debt of Borrower secured by this

Lender's rights in the Property (such as a proceeding in bankruptcy, probase, for condemistion 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 I sader may take soling in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although I sader may take soling in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although I sader may take soling in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

1. Bo Tower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

6. Preservation and Maintenance of Property; Lesscholds. Borrower shall not des roy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lesschold, Borrower shall comply with the provisions of the lesschold and if Borrower acquires fee title to the Property, the lesschold and Education of the lesschold of t

Instrument immediately prior to the acquisition. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change 11 e 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 iums secured by this Security Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use that proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due will begin 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 Le. de. that the insurance carrier has restoration or repair is not economically feasible or Lender's security would be lessen in the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Jender's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds thall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance policies and renewals shall be acceptable to Lerde, and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender, equites, Borrowe: shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrover shall give prompt notice to the insurance

unreasonably withheld.

insured against loss by fire, hazards included within the tern "e trended coverage" and any cither hazards for which Lender requires insurance. This insurance shall be maintained in the surance carrier providing the insurance shall be chosen by Bot ower subject to Lender's approval which shall not be insurance shall be chosen by Bot ower subject to Lender's approval which shall not be Bortower shall keep the inprovements now existing or her eafter erected on the Property i. Hazard Insurance.

of the giving of notice. the Property is subject to a hen which may attain order this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the next or take one or more of the action; set forth above within 10 days agreement satisfactory to Lender subordinating the fien to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the tolightion secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secure: from the holder of the lien an prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and prevent the enforcement of the holder of the lien and the lien

Borrower shall promptly dischings on lien which has priority over this Security litatrument unless Borrower: (8) receipts evidencing the payments.

pay them on time directly to the seron owed payment. Borrower shall promptly furnish :) Lender all notices of amounts to be paid under this paragraph, 2' Rosrower makes these payments directly, Borrower anall promptly furnish to Lender Note; third, to many it is a supported many over this Security in paragraph 2, charges, fines and impositions attributable to the Property which may attain a jority over this Security Instrument, and lesschold 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 be property which may in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in paragraph 3, or if not paid in that manner, Borrower shall be provided in the provid

3. Application of Payments. Unless applicable law provides otherwise, all pay rents received by Lender under paragraphs I and 2 1/21 c applied: first, to late charges due under the Note; second, to prepayment charges due under the

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

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Punds halo by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

Upon payment in full of all sums secured by this Security Instrument, Lender shell promptly refund to Borrower amount necessary to make up the deficiency in one or more payments as required by Lend:

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, ilotrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on manify 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. 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 additions, security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest ar earnings on the Funds. Lender 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 serifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are in .. tred 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 mortgage insurance premiums, if any These items are called "escrow items." Lender may estimate the Funds due on the to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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. UNIFORM COVENAUS Borrower and Lender covenant and agree as follows:

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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

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 secure a 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 rancitization 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 Pound: Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and Scriefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with legard 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 to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument, nall 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 otice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided to

15. Governing Law; Severability. This Security Instrument shall be governed by federa' less and the law of the -1 jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 🕰 Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security in Comment 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 sams 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.

In Commission expires: "C. T.
Given under my hand and official seal, this eint, the seal state of the Drug my hand and official seal, this was a seal of the seal
it forth.
gned and delivered the said instrument as 1884 free and voluntary act, for the said purposes therein
ubscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . S. he
IS Dersonaily known to me to be the same retson(s) whose name(s)
o hereby certify that HARRIETT J. SMILEY, A SPINSTER.
I, THE UNDERSIGNED.
TATE OF !LLINDIS,
(IB32)
HARBIETT J. (SMILET -BOLTOWE)
BY SIGNING BELOW, Boirc' set accepts and agrees to the terms and covenants contained in this Security strument and in any rider(s) executed b Porrower and recorded with it.
Other(s) [specify]
Graduated Payment Rider   Planned Unit Development Rider
strument. [Check up plicable box(es)]  Adjustable Arice Rider  Adjustable Arice Rider  Adjustable Arice Rider
23, Riders o this Security Instrument. If one or more riders are executed by Borrower and recorded together with is Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and pplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security
22. Walver of Homestead, Borrower waives all right of homestead exemption in the F "operty.

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

costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially but not limited in, reasonable attorneys' fees and costs of title evidence.

20, Lender in Possessian, Upon acceleration under paragraph 19 or abandonment of the Property and at any time Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inton Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cuve the default on or before the date specified in the notice any result in acceleration of the sums default; (c) a date, not lees than 30 days from the date the notice is given to Borrower, by which the default must be cured; unless applicable haw provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the Ti bna El efigurant or agreement in this Security Instrument four not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

NOALURIORM COVENANTS. Borrower and Lender further covenant and agree as follows:

(Space Below This Line Reserved For Lender and Recorder)

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THE COMPONING RIDER is made this 5TH	day of AUGUST 19 87
and the second second 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 undersi	gned (the "Borrower") to secure Borrower's Note to
MID-AMERICA MORTGAGE CORPORATION	(the "Lender")
of the same date and covering the Property described in the S	ecurity Instrument and located at:
of the same date and covering the Property described in the S 5437 SOUTH CORNELL AVENUE, UNIT #1-	"N", CHICAGO, ILLINOIS 60615 y Address
The Property includes a unit in, together with an undivided	d interest in the common elements of, a condominium project
known as:	
	dominium Project
	or other entity which acts for the Condominium Project (the
"Owners Association") holds title to property for the bene includes Borrower's interest in the Owners Association and the	efit or use of its members or shareholders, the Property also
	ovenants and agreements made in the Security Instrument,
Borrower and Larder further covenant and agree as follows:	premiums and agreements made in the security manument,
A Conformium Obligations, Borrower shall perf	form all of Borrower's obligations under the Condominium
Project's Constituent Documents. The "Constituent Documents	nents" are the: (i) Declaration or any other document which
creates the Condon in im Project: (ii) by-laws: (iii) code of re	gulations; and (iv) other equivalent documents. Borrower shall
promptly pay, when are, all dues and assessments imposed pu	irsuant to the Constituent Documents.
R Hazard Insurgue, So long as the Owners Associa	ation maintains, with a generally accepted insurance carrier, a
"master" or "blanket" policy on the Condominium Project	which is satisfactory to Lender and which provides insurance
coverage in the amounts, for the periods, and against the h	nazards Lender requires, including fire and hazards included
within the term "extended cover ge," then:	
(i) Lender waives the provision in Uniform Co	venant 2 for the monthly payment to Lender of one-twelfth of
the yearly premium installments for har a a insurance on the I	Property; and
(ii) Borrower's obligation under Uniform Cove	nant 5 to maintain hazard insurance coverage on the Property
is deemed satisfied to the extent that the require I coverage is p	rovided by the Owners Association policy.
Borrower shall give Lender prompt hotics of any lapse	in required hazard insurance coverage.
In the event of a distribution of hazard insurance pro-	occeds in lieu of restoration or repair following a loss to the
Property, whether to the unit or to common elements any property, whether to the unit or to common elements any property.	roceeds payable to Borrower are hereby assigned and shall be
paid to Lender for application to the sums secured by the Secu	rity Instrument, with any excess paid to Borrower.
C. Public Liability Insurance. Borrower shall toke	such actions as may be reasonable to insure that the Owners
Association maintains a public liability insurance policy a ccep	lable in form, amount, and extent of coverage to Lender.
D. Condemnation. The proceeds of any award or crair	n for damages, direct or consequential, payable to Borrower in
connection with any condemnation or other taking of all or all	ny part of the Property, whether of the unit or of the common
elements, or for any conveyance in flet of condemnation, are shall be applied by Lender to the sums secured by the Security	herony assigned and shall be paid to Lender. Such proceeds
shall be applied by Lender to the sums secured by the Security	this representation of the representation of
consent, either partition or subdivide the Property or consent t	
consent, either partition of subdivide the Property of consent t	ndominium Projec, except for abandonment or termination
required by law in the case of substantial destruction by fire of	rother casualty or is the case of a taking by condemnation or
eminent domain;	office animality of the control of t
(ii) any amendment to any provision of the Cons	stituent Documents if the provision is for the express benefit of
Lender;	<del>/-</del> /
(iii) termination of professional management an	d assumption of self-management of the Owners Association;
or	0'
(iv) any action which would have the effect of re	endering 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	Il become additional debt of Borrower scorred 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 interes	st, upon notice from Lender to Borrower requisting payment.
By Signing Below, Borrower accepts and agrees to the terms	and provisions contained in this Condominium Rider.
	7 /
	1/- 70-1
	4 Afannith M malla 3/47
	Truly of (Seal)
	HARRIETT J. SMILEY
	المستخصصين ومصورة فالمصورة والمحمول والمالية المقورة والمعارية والمعارية والمعارية والمعارية والمساوي
	(Seal)