87611502

State of Illinois

Mortgage

October . 19

FHA Case No.

131:5255386:703

30th day of This Indenture, made this KRZYSZTOF ZEDZIAN, MARRIED TO BARBARA ZEDZIAN

, Mortgagor, and

The First Mortgage Corporation

a corporation organized and existing under the laws of

ILLINOIS

87between

Mortgagee.

8676269

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even FORTY SIX THOUSAND ONE HUNDRED NINETY ONE AND 00/100 date herewith, in the principal sum of

46,191.00 Dollars (\$

ELEVEN payable with interest at the rate of

11.5050%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centum (FLOSSMOOR, ILLINOIS

at such other place as the holder mr, designate in writing, and delivered; the said principal and interest being payable in monthly installments of FOUR HUNDRED THIRTY MINE AND 89/100

Dollars (\$ 439.89

,827d a like sum on the first day of each and every month thereafter until the note is fully paid, December 1.19 on except that the final payment of principal and interest, it not sooner paid, shall be due and payable on the first day of November 20

Now, Therefore, the said Mortgagor, for the better sections of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, and the State of Illinois, to wit: the following described Real Estate situate, lying, and being in the county of COOK

LOT 6301 IN WOODLAND HEIGHTS EAST, BEING A RESUBDIVISION OF LOTS 6268, 6269, AND 6270 IN WOODLAND HEIGHTS UNIT 13, A SUBDIVISION IN SECTIONS 25, 26, 35, AND 36 IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS 87611502

TAX I.D. #06-25-312-032

PROPERTY ADDRESS: 912 MILLER AVENUE

STREAMWOOD, ILLINOIS 60107

COOK GOUNTY INCORDER

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Page 1 of 4

HUD-82118M.1 (8-86 Edition) 24 CFR 203.17(a)

This Instrument Prepared by: Diane SWEENEY, The First Mortgage Corporation
This Instrument Prepared by: Diane SWEENEY, The First Mortgage Corporation

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		hand and seal of the Mortgagor, the d	selt mentil						

of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due of the

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for usurance under the National Housing Act, within from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated 90 DAYS days' subsequent to the time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other

items necessary for the protection and preservation of the property. Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgager or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably

An in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

necessary to carry out the provisions of this paragraph.

And There Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or sun; advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary eviceties and cost of said abstract and examination of title; (2) all the montys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then he paid to the Mortgagor.

If the Mortgagor shall pry said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor. by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagoe.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The Covenants Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

to the date when such ground rents, premiums, taxes and assessdivided by the number of months to elapse before one month prior estimated by the Mortgages) less all sums already paid therefor taxes and assessments next due on the mortgaged property (all as and other hazard insurance covering the mortgaged property, plus premiums that will next become due and payable on policies of fire (a) A sum equal to the ground rents, if any, next due, plus the

of each month until the said note is fully paid, the following sums: hereby, the Mortgagor will pay to the Mortgagee, on the first day principal and interest payable under the terms of the note secured That, together with, and in addition to, the monthly payments of

any installment due date.

That privilege is reserved to pay the debt, in whole or in part on

And the said Mortgagor further covenants and agrees as follows:

thereof to satisfy the same. contested and the sale or forfeiture of the said premises or any part operate to prevent the collection of the tax, assessment, or lien so ceedings brought in a court of competent jurisdiction, which shall test the same or the validity thereof by appropriate legal prosituated thereon, so long as the Mortgagor shall, in good faith, conpremises described herein or any part thereof or the improvement or remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this

Mortgagor.

the sale of the mortgaged premises, if not otherwise paid by the debtedness, secured by this mortgage, to be paid out of proceeds of moneys so paid or expended shall become so much additional in may deem necessary for the proper preservation thereof, and any such repairs to the property herein mortgaged as in its discretion it assessments, and insurance premiums, when due, and may make premises in good repair, the Mortgagee may pay suc I taxes, that for taxes or assessments on said premises, or to keep said payments, or to satisfy any prior lien or include tance other than in case of the refusal or neglect of the Marigagor to make such

of insurance, and in such amounts, so may be required by the debtedness, insured for the tenefi of the Mortgagee in such forms time be on said premises, during the continuance of said in thereof; (2) a sum sufficient to keep all buildings that may at any land is situate, upon the Mortgagor on account of the ownership linois, or of the co and town, village, or city in which the said or assessment that may be levied by authority of the State of the cient to pay all taxes and assessments on said premises, or any tax hereinafter provided, until said note is fully paid, (1) a sum suffimen to attach to said premises; to pay to the Mortgagee, as instrument; not to suffer any lien of mechanics men or material thereof, or of the security intended to be effected by virtue of this be done, upon said premises, anything that may impair the value To keep said premises in good repair, and not to do, or permit to

And Sald Mortgagor covenants and agrees:

benefits to said Mortgagur does hereby expressly release and waive. Exemption Laws of the State of Illinois, which said rights and from all rights and benefits under and by virtue of the Homestead and assigns, forever, for the purposes and uses herein set forth, free expensions and fixtures, unto the said Mortgage, its successors To Plave and to Hold the above-described premises, with the

immediate notice by mail to the Mortgagee, who may make proof acceptable to the Mortgagee. In event of loss Mortgagor will give have attached thereto loss payable clauses in favor of and in form policies and renewals thereof shall be held by the Mortgages and be carried in companies approved by the Mortgagee and the ment of which has not been made hereinbefore. All insurance shall ly, when due, any premiums on such insurance provision for payperiods as may be required by the Mortgagee and will pay prompthazards, casualties and contingencies in such amounts and for such from time to time by the Mortgages against loss by fire and other erected on the mortgaged property, insured as may be required That He Will Keep the improvements now existing or hereafter

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign on the Mortgages all And as Additional Security for the payment of the indebtedness

the amount of principal then remaining u spaid under said note. under subsection (a) of the precedit a ratagraph as a credit against acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgagee shall coply, at the time of the commencehereby, or if the Mortgages, acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. It there shall be a default under any of the provisions cumulated under the provisions of subsection (a) of the preceding count of the Moi gagor any balance remaining in the funds acin compuling the amount of such indebtedness, credit to the ac of the course indebtedness represented thereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment any i me the Mortgagor shall tender to the Mortgagee, in accorrate, taxes, assessments, or insurance premiums shall be due. If at officiency, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents, payments made by the Mortgagor under subsection (a) of the shall be credited on subsequent payments to be made by the Mort-gagor, or refunded to the Mortgagor. If, however, the monthly such excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rents, subsection (a) of the preceding paragraph shall exceed the amount If the total of the payments made by the Mortgagor under

involved in handling delinquent payments. more than filteen (15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (51) for each payment under this mortgage. The Mortgagee may collect a "late charge" date of the next such payment, constitute an event of default ment shall, unless made good by the Mortgagot prior to the dite Any deliciency in the amount of any such aggregate monthly pay.

(iv) late charges

(iii) amortization of the principal of the said note; and (ii) interest on the note secured hereby;

Razard insurance premiums;

(l) ground cents, if any, taxes, special assessments, fire, and other

be applied by the Mongagee to the following items in the order set shall be paid by the Mortgagor each month in a single payment to hereby shall be added together and the aggregate amount thereof

paragraph and all payments to be made under the note secured (4) All payments mentioned in the preceding subsection of this

in trust to pay said ground renus, premiums, taxes and special ments will become delinquent, such sums to be held by Mortgagee

11/1/1/ CO.D.

87611502

ADDENDUM TO MORTGAGE

DateOctober 30, 1987	
FHA Case # 131:5255386:703	
Property Address: 912 MILLER AVE	NUE
STREAMWOOD, IL	LINOIS 60107
OR HIS DESIGNEE, DE'L'ARE ALL SUMS S AND PAYABLE IF ALL CK A PART OF THE (OTHER THAN BY DEVISE, DESCRIT OR O TO A CONTRACT OF SALE EXECUTE NOT L EXECUTION OF THIS MORTGAGE OR NOT L TRANSFER OF THE PROPERTY SUBJECT TO	APPROVAL OF THE FEDERAL HOUSING COMMISSIONER, ECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE PROPERTY IS SOLD OR OTHERWISE TRANSFERRED PERATION OF LAW) BY THE MORTGAGOR, PURSUANT LATER THAN 24 MONTHS AFTER THE DATE OF A PRIOR THIS MORTGAGE, TO A PURCHASER WHOSE CREDIT WITH THE REQUIREMENTS OF THE COMMISSIONER.
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PLANDED ON F DEVELOPMENT RIVER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of October , 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to THE FIRST MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 912 MILLER AVENUE, STREAMWOOD, ILLINOIS 60107

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in DECLARATION RECORDED FEBRUARY 16, 1971, AS

DOCUMENT 21397104.

(the "Declaration"). The Property is a part of a planned unit development known as WOODLAND HEIGHTS EAST

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

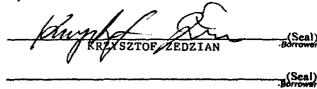
- A. PUD Obligations, Borrov er shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pry, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform C wenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covena (t 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in Nev of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, or extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to 1 ender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lei'der's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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



UNOFFICIAL C

Poetry Of Cook County Clerk's Office

PLANTED RITER

Carlon Capies

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of October . 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to THE FIRST MORTGAGE CORPORATION

(the "Lender")

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

912 MILLER AVENUE, STREAMWOOD, ILLINOIS 60107

[Property Address]

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(Name of Planned Unit Development)

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PUD COVENANTS. 7. addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agreements follows:

- A. PUD Obligations, borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pry, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owner. Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform. Sevenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenar (5) maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

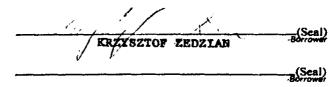
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

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- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Londer's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or emin in domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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



(the "Lender")

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