

WARRANTY DEED

NO. 810

COOK COUNTY, ILLINOIS

87657234

Statutory (ILLINOIS)  
(Individual to Individual)

1987 DEC 14

PM 1:17

87657234

COOK COUNTY 016

149447



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
REVENUE  
76.00

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTORS, DERRY O. FALLIGANT and  
PATRICIA G. FALLIGANT, his wife,

of the City of Northbrook County of Cook  
State of Illinois for and in consideration of  
Ten and no/100 (\$10.00) DOLLARS, and  
other good and valuable consideration in hand paid,  
CONVEY and WARRANT to

12.00

ANTONINO MARCHIAFAVA and ANNA MARCHIAFAVA, his wife,  
8159 N. Lincoln Avenue, Skokie, IL 60077

(The Above Space For Recorder's Use Only)

(NAMES AND ADDRESS OF GRANTEES)

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the  
County of Cook in the State of Illinois, to wit:

SEE REVERSE SIDE FOR LEGAL DESCRIPTION.

SUBJECT TO: General taxes for 1987 and subsequent years; special taxes or assessments,  
if any, for improvements not yet completed; installments, if any, not due  
at the date hereof of any special tax or assessments for improvements heretofore  
completed; building lines and building and liquor restrictions of record;  
zoning and building laws and ordinances; private, public and utility easements;  
covenants and restrictions of record as to use and occupancy; party wall rights  
agreements, if any; existing leases and tenancies in real estate with  
multiple units.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of  
Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

Permanent Real Estate Index Number(s): 04-02-100-017-0000

Address(es) of Real Estate: 89 Lee Road, Northbrook, Illinois 60062

DATED this 11th day of December 1987

PLEASE  
PRINT OR

*Derry O. Falligant*  
DERRY O. FALLIGANT

(SEAL)

*Patricia G. Falligant*  
PATRICIA G. FALLIGANT

(SEAL)

TYPE NAME(S)  
BELOW  
SIGNATURE(S)

(SEAL)

(SEAL)

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY that

DERRY O. FALLIGANT and PATRICIA G. FALLIGANT, his wife,  
personally known to me to be the same person s whose name s are subscribed  
to the foregoing instrument, appeared before me this day in person, and acknowl-  
edged that t h e y signed, sealed and delivered the said instrument as thei  
r free and voluntary act, for the uses and purposes therein set forth, including the  
release and waiver of the right of homestead.

IMPRESS  
SEAL  
HERE

Given under my hand and official seal, this 11th day of December 1987

Notary Public, State of Illinois  
Commission Expires Oct. 19, 1991  
*Lorraine M. Buegel*  
NOTARY PUBLIC

This instrument was prepared by *Robert K. Penlke, 6900 Washington, Chicago, Illinois 60602*  
(NAME AND ADDRESS)

MAIL TO: *Phillip Grossman*  
(Name)  
*8707 Skokie Blvd*  
(Address)  
*Skokie IL 60077*  
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:  
*Antonino Marchiafava*  
(Name)  
*91 Lee Road*  
(Address)  
*Northbrook, IL 60062*  
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. **BOX 383 - GG**

87657234  
2 3 5  
REAL ESTATE TRANSACTION TAX  
76.00

7144604 87 Falligant

COOK COUNTY RECORDER'S OFFICE

# UNOFFICIAL COPY

Warranty Deed  
JOINT TENANCY  
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE®  
LEGAL FORMS

## LEGAL DESCRIPTION

THAT PART OF THE SOUTH 15.0 ACRES OF THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, LYING WEST OF THE EAST 14.97 ACRES OF THE SAID NORTH WEST 1/4 OF THE NORTH WEST 1/4, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 AFORESAID, WITH THE NORTH LINE OF THE SAID SOUTH 15.0 ACRES; THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTH 15.0 ACRES, A DISTANCE OF 500.0 FEET TO THE NORTH WEST CORNER OF LOT 7 IN LEE ACRES, A SUBDIVISION OF PART OF THE SAID SOUTH 15.0 ACRES; THENCE SOUTH ALONG THE WEST LINE OF THE SAID LOT 7, A DISTANCE OF 80.0 FEET TO THE NORTH LINE OF LOT 8 IN SAID LEE ACRES SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF LOT 8 AFORESAID A DISTANCE OF 150.0 FEET TO THE WEST LINE OF SAID LOT 8; THENCE SOUTH ALONG THE WEST LINE OF LOT 8 IN SAID LEE ACRES SUBDIVISION, A DISTANCE OF 150.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 15.0 ACRES A DISTANCE OF 350.0 FEET, MORE OR LESS, TO THE WEST LINE OF THE SAID NORTH WEST 1/4; THENCE NORTH ALONG SAID WEST LINE, 230.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; EXCEPT THE FOLLOWING:

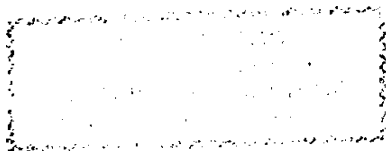
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER AFORESAID, WITH THE NORTH LINE OF THE SAID SOUTH 15.0 ACRES, THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 80.0 FEET TO THE POINT OF BEGINNING, THENCE EAST ALONG A LINE 350.0 FEET MORE OR LESS TO A POINT WHICH IS THE NORTHWEST CORNER OF LOT 8 IN LEE ACRES SUBDIVISION, THENCE SOUTH ALONG THE WEST LINE OF LOT 8 IN SAID LEE ACRES SUBDIVISION A DISTANCE OF 150.0 FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 15.0 ACRES A DISTANCE OF 350.0 FEET, MORE OR LESS, TO THE WEST LINE OF THE SAID NORTH WEST QUARTER, THENCE NORTH ALONG SAID WEST LINE 150.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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Any amounts disbursed by Lender under this paragraph 2 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.

19 The Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from 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, 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, or 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.

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's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance 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 that 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.

8. **Insurance.** Lender and Borrower shall be obligated to maintain the Property and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for as long as Lender requires. The insurance carrier provided against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance shall satisfy the lien or take one or more of the notices set forth above within 10 days of the giving of notice. Borrower shall maintain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the notices set forth above within 10 days of the giving of notice.

9. **Hazard Insurance.** Borrower shall keep the improve ment 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 amount and for as long as Lender requires. The insurance carrier provided against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance shall satisfy the lien or take one or more of the notices set forth above within 10 days of the giving of notice. Borrower shall maintain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the notices set forth above within 10 days of the giving of notice.

10. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 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 under paragraph 2; fourth, to interest due; and last, to principal due.

11. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 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 under paragraph 2; fourth, to interest due; and last, to principal due.

12. **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 attach in 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.

13. **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 attach in 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.

14. **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 attach in 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.

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16. **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 attach in 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.

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If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of a 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey 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 consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and the 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 refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 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 shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice 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 in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain condition, 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 judgement 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 not 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 the paragraphs 13 or 17.



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Property of Cook County Clerk's Office

OFFICIAL SEAL  
Sandra L. Ludwin  
Notary Public State of Illinois  
My Commission Expires 03/31/2011



NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 11th day of December, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, A Federal Savings and Loan Association.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

1406 NORTH SANDBURG TERRACE, CHICAGO, ILLINOIS 60610

Property Address

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

A. Interest Rate and Monthly Payment Changes

The Note has an "Initial Interest Rate" of 10.500 %. The Note interest rate may be increased or decreased on the day of the month beginning on January 1, 19 93 and on that day of the month every 60 month(s) thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: (Check one box to indicate Index.)

(1)  \* The weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 year(s), as made available by the Federal Reserve Board.

In no event over the full term of the Note will the interest rate be increased more than Four and 1/2 percentage points ( 4.5 %) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding Two and 1/2 percentage points ( 2.5 %) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than Three percentage points ( 3 %) from the rate of interest currently being paid.

(2)  \* Other:

If the Interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in form satisfactory to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply

Thomas L Tiegler (SEAL)  
THOMAS L TIEGLER -Borrower

Rebecca S Tiegler (SEAL)  
REBECCA S TIEGLER -Borrower

87657242

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## CONDOMINIUM RIDER

**CITICORP SAVINGS\***

Loan Number: 000973503

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (1 312) 977-5000

THIS CONDOMINIUM RIDER is made this 11th day of December, 19 87, 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 Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1406 NORTH SANDBURG TERRACE, CHICAGO, ILLINOIS 60610  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

CARL SANDBURG VILLAGE CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association 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 hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 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 covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, 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 Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

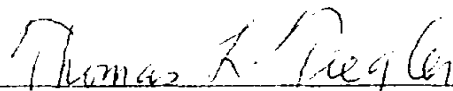
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or  
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower 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 Condominium Rider.

  
\_\_\_\_\_  
THOMAS L. TIEGLER -Borrower

  
\_\_\_\_\_  
REBECCA S. TIEGLER -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

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