THIS INSTRUMENT WAS PREPARED BY JOAN C. ROBERTS COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC. 1211 W. 22nd STREET, SUITE 727 OAK BROOK, ILLINOIS 60521

CIAL CC ¥ 131:4850190°734

mortgages insured under the one to four family provisions of the National Housing Act.

/060-004748-20

THIS INDENTURE, Made this

day of FEBRUARY 18TH

, 19 87 between

JEFFREY T. ORRENDER A BACHELUK AND LIGHT C. STATE OF CALIFORNIA COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.

THE STATE OF CALIFORNIA

, Mortgugor, und

87118605

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, us is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SIXTY TWO THOUSAND TWO HUNDRED FIFTY AND NO/100------Dollars (\$ 62,250.00

EIGHT AND

payable with interest at the rate of ONE HALF per centum (8,500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in TRVINE.

or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FOUR HUNDRED SEVENTY EIGHT AND 65/100----- Dellars (\$ 478,65) on the first day of APRIL . 19 87, and a like sum on the first day of such and every month thereafter until the note is fully paid, Accept that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day (t) MARCH, 2017

NOW, THEREFORE, the said Mortgagor, for the better securing 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 WARRAST unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK

UNIT 11-6 IN THE TRAILS VILLAGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE SOUTHWEST & OF THE SOUTHEAST & OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MER(DIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DEC. ARATION OF CONDONINIUM RECORDED AS DOCUMENT 24969065 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

THE EXCLUSIVE RIGHT TO THE USE OF THE GALACE AREA G-11-6, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 24969065.

FENEROEN BETTERN DEXT AND TO AND AND TO PART HEREOF"

551 CUMBERLAND TRAIL UNIT 11-6, FOSELLE, ILLINOIS 60172 PROPERTY ADDRESS:

TOGETHER with all and singular the tenements, hereditaments and apprilenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of ever, and 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, if it and interest of the said Mortgagor in and to said premises

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses berein set from free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinoit, which said rights and benefits the said Mortgagor does hereby expressly release and wrive.

AND SAID MORTGAGOR covenants and agrees:

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

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

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

UNOFFICIAL COPY. o

AND the said Mortgagor further covenants and agrees as follows:

XXXXXX

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

- An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

 (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or

 (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments:

 (b) A sum shual to the around rents, if any, next due, plus the premiums that will next become due and payable on
- A sum " wal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policir's of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the hardsaged property (all as estimated by the Mortgages) (ess all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxus and assessments y'll become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and appoint assessments, and
- taxes and special assessments, and

 (c) All payments man loned in the two preceding subsections of this paragraph and all payments to be made under the note secured, error shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single cayment to be applied by the Mortgagoe to the following items in the order set forth:

 (f) premium clarge under the contract of insurance with the Secretary of Housing and Urhan Development, or monthly charge (it lies of mortgage insurance premium), as the case may be,

 (ill ground rents, it are, taxes, special assessments, fire, and other hazard insurance premiums,

 (ill) interest on the note occured hereby, and

 (iv) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such by ent. constitute an event of default under this mortgage. The Mortgages may collect a "late charge" not to exceed four cents (4) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense invited in handling delinquent payments.

If the total of the payments made by he Mortgagor under subsection (hin) the preceding paragraph shall exceed the amount of the payments actually made by inc Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, it is found is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgag it, in efunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (6) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgaget any amount necessary to make up the deficiency, on or before the date when payment of such ground tents, taxes, assessments, or insurance premiums shall be due. or before the date when payment of such ground tents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagoe in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagoe shall, in computing the amount of such indebtedness, credit to the account of the Mortgagoe has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagoe acquires the property otherwise after default, the Mortgagoe shall apply, at the time of the communication of such proceedings or at the time the property is otherwise acquired, the balance than remaining in the funds accumulated under substitute the funds accumulated under substitute the property is otherwise acquired, the balance than remaining in the funds accumulated under substitute the funds accumulated under substitute the property is otherwise acquired, the balance than remaining in the funds accumulated under substitute the funds accumulated under the funds ac the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (6) of the preceding paragraph as a credit against the amount of processing then remaining unpaid under said note and shall properly adjust any payments which shall have been mide under subsection (4) of the pre-

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby ign to the Mortgagee all the rents, issues, and profits now due or which may hereifter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mongaged property, insured as may be required from time to time by the Mortgages against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgages and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been mile hereinbefore.

insurance shall be carried in companies approved by the Mortgagee and the policies and renewalk thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in from acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof 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 Mortgages instead of to the Mortgages and the Mortgages jointly, and the insurance proceeds, or any part thereof, may be applied by the Morigagee 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 or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eliofor insurance under the National Housing Act within 30 DAYS from the date hereof (written stategible for insurance under the National Housing Act within 30 DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of the Days time from the date of this Housing and Urban Development dated subsequent to the 10 DAYS 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.

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.

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgages 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 at the time of such applications for appointment of a receiver, or for an order to place Mortgages in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgages in possession of the premises, or appoint a receiver for the benefit of the Mortgages 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 ress, 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 Mortgagor 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 necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sim, shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and size 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 Mortgages shall be made a party there to by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or siticitors of the Mortgages, so made parties, for services in such suit or proceedings, shall be a further lies and or are upon the said premises under this mortgage, and all such expenses shall become so much additional industriess secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL PZ INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in parameter of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stanographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys 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; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aloresaid and shall abide by, comply with, and duly perform all the covenants and agreeiverly herein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the beselves 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 the figure 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.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

subscribed to the	IS: RENDER A Bi NAMEMBAR Toregoing in Id, and delive	ACHELOR AND in personally kn strument, appeared the said inst	rument as THEIR
subscribed to the TREY signed, seele	, a nota RENDER A Bo New Mexassis foregoing in ed, and delive	ACHELOR AND in personally kn strument, appeared the said inst	I.INDA S. DAVIS, own to me to be the sem red before me this day i trument as THEIR
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TREY signed, seale	ed, and delive	red the said inst	
lotarial Seal this	18THey	FEBRUARY	Noisey Public
Filed for Record in the Re	corder's Offic	• 01	•
County, Illinois, on th	he	day of	A.D. 19
m., and duly recorde	rd in Book	of	Page
	County, Illinois, on the	Ja.	Filed for Record in the Recorder's Office of County, Illinois, on the day of

X-11/8 6/8/

[SEAL]

7 annelis

ILLINOIS

FHA MORTGAGE RIDER

The Rider dated the	18 T H	day of FEBRUARY	, 19 87 ,	
The Rider dated the amends the Mortgage of even	date by an	d between JEFFREY	T. ORRENDER, A BACHELOR,	AND
LINDA S. DAVIS, A SPINSTER			<u> </u>	

the Mortgagor, and Goldwell Banker Residential Mortgage Services, Inc. the Mortgagee, as follows:

 In the first unnumbered paragraph, page 2, the sentence which reads as follows is deleted;

"That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

 In the first unumbered paragraph, page 2, is amended by the addition of the following:

"Prvilege is reserved to pay the debt, in whole or in part, on any installment due date."

IN WITNESS WHEREOF, JEFFREY T ORRENDER, A BACHELOR AND LINDA S. DAVIS, A SPINSTER THE SEC NINYHOUT Cheir hand(s) and seal the

day and year first aforesaid.

JEFFREY T. ORRENDER

SIEGUE A RECENS (SEAL)

LINDA S. DAVIS

DEPT-01 RECORDING \$15.25
TH0222 TRAN 0003 03/04/87 09/41:00
#0023 # B #-B7-118605
COOK COUNTY RECORDER

My Commission expires:

therein set forth.

State of Illinois,

1500 MAIL

87118605

87118605

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87118605

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JIAM OOG!

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RIDER TO THE SECURITY INSTRUMENT (FHA Due-On-Sale)

This RIDER is made this <u>IRTH</u> day of <u>FEBRUARY</u>, 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 COLDWELL DANKER RESIDENTIAL MORTGAGE SERVICES, INC. (the Lender) of the same date and covering the Property described in the Security Instrument and located at:

551 CUMBERLAND TRAIL UNIT 11-6, ROSELLE, ILLINOIS 60172

(Property Address)

The Lender, with the prior approval of the federal Housing Commissioner, or his designee, shall declare all sums secured by this Security Instrument to be due and payable if all or a part of the property is sold or otherwise transferred (other than by device, descent or operation of law) by the Borrower, pursuant to a contract of sale executed not later than (24) twenty four months after the date of execution of this Security Instrument or not later than (24) twenty four months after the date of a prior transfer of the property subject to this Security Instrument, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

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

BORROWER JEFFREY T. ORRENDER

BORROWER LINDA S. DAVIS

BORROWER

BORROWER

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this
of the same date and covering the Property described in the Security Instrument and located at: 551 COMBERLAND TRAIL UNIT 11-6, ROSELLE, ILLINOIS 60172 (Property Address)
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
TRAILS 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.
CONDOMINUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Lender Jurther covenant and agree as follows: A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium
Project's Constituent Foruments. 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 ques 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 or, tra 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 privision 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 insocarce proceeds in lieu of restoration or repair following a loss to the
Property, whether to the unit or to common elements, 2.14 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 accentable in form, amount, and extent of coverage to Lender.
D. Condemnation. The proceeds of any award or claim or damages, direct or consequential, payable to Borrower in
connection with any condemnation or other taking of all or any past of the Property, whether of the unit or of the common
elements, or for any conveyance in lieu of condemnation, are hereby as igned and shall be paid to Lender. Such proceeds
shall be applied by Lender to the sums secured by the Security Instrument is 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-managem int of the Owners Association
or (iv) any action which would have the effect of rendering the public liability insurance diverage maintained by
the Owners Association unacceptable to Lender.
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Linder 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

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

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

JEFFREY T. ORRENDER

(Seel)

LINDA S. DAVIS