

# UNOFFICIAL COPY

87180029

Loan # 4400239

(Space Above This Line For Recording Data)

THE NOTE PROVIDES FOR MONTHLY INSTALLMENTS IN THE BEGINNING YEARS OF THE LOAN THAT ARE FULL INTEREST ONLY. BEGINNING WITH THE 61ST PAYMENT, THE PAYMENTS WILL INCREASE BY .75% ANNUALLY UNTIL THE LOAN BECOMES FULLY AMORTIZING. AT NO TIME WILL THE MONTHLY PAYMENTS BE LESS THAN THE AMOUNT OF ACCRUED INTEREST AND THEREFORE THE UNPAID PRINCIPAL WILL NOT INCREASE IF PAYMENTS ARE MADE AS SCHEDULED.

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 30

19 87. The mortgagors ERIC H. LAKE and KATHERINE A. LAKE, husband and wife

("Borrower"). This Security Instrument is given to Serve Corps

which is organized and existing

Mortgage, Inc.

under the laws of the state of Illinois

and whose address is 1430 Branding Lane

Suite 129, Downers Grove, Illinois 60515

("Lender")

Borrower owes Lender the principal sum of ONE HUNDRED FOURTEEN THOUSAND AND NO 10

Dollars (US \$ 114,000.00)

This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 1988

This Security Instrument

secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in

Cook County, Illinois

See Exhibit "A" attached hereto and made a part of this instrument.

105-31

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SEPT-01 RECORDING 117 25  
700222 TRAN 0287 04/06/87 09 35 06  
65775 # 38 \* -87-180029  
COOK COUNTY RECORDER

which has the address of 549 West Belden Avenue Unit 1FE

Chicago

Illinois

60614

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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.

87-180029

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Address: OKLAHOMA CITY, OKLAHOMA 73107  
Name: SECOND FIDELITY CORPORATION  
3333  
73167

This instrument was prepared by:

Notary Public

*Eric H. Lake*

My Commission expires:

Given under my hand and official seal, this 30TH day of MARCH, 19 87.

set forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Y

, personally known to me to be the same person(s) whose name(s)

do hereby certify that

I, THE UNDERSIGNED

, a Notary Public in and for said county and state,

STATE OF ILLINOIS,

COOK County

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

KATHERINE A. LAKE

ERIC H. LAKE

BY SIGNING BELOW, Borrower, accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (executed by Borrower and recorded with it)

Others (Specify)  Assumption Rider

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Instrument (Check applicable boxes)

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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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 paid to Borrower.

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 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 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 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 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 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.

**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 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 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 this 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, 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 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 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 entry of a judgment enforcing this Security Instrument. These 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.

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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice 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 under this paragraph shall become additional debt of Borrower secured by this

Lender may take action under this paragraph if Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although

in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security

regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights

Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. **Protection of Lender's Rights in the Property: Mortgage Insurance.** If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

6. **Preservation and Maintenance of Property: Leaseholds.** Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance proceeds and proceeds resulting

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has

applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If

restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

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 and Lender's security is not lessened, the insurance proceeds shall be

carrier and Lender may make proof of loss if not made promptly by Borrower.

all receipts of paid premiums and renewals. If Lender requires, Borrower shall promptly give to Lender

Lender shall have the right to hold the policies and renewals. In the event of loss, Borrower shall give prompt notice to the insurance

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

the Property is subject to a lien which may attach to this Security Instrument, Lender may give Borrower a

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) consists 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) secures from the holder of the lien an

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) consists in good

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a)

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amount

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Property which may attach to this Security Instrument, and leasehold payments or ground rents, if any,

4. **Charges; Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

Note, third, to amount payable under paragraph 2, fourth, to interest due, and last, to principal due.

paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the

applied on as a set-off against the sums secured by this Security Instrument.

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

amount necessary to make up the deficiency in one or more payments as required by Lender.

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

requires interest to be paid. Lender shall not be required to pay Borrower any interest or 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 pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and

Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless

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 insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items.

mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the

leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

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EXHIBIT "A"

UNIT NO. 100 AS DELIVERED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL:

THE ABOVE UNIT NO. 100 IS THE PORTION OF THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL: [The text in this block is extremely faint and illegible, appearing to be a list of parcels or survey details.]

Map of 100-111-100

Property of Cook County Clerk's Office

HY18100231

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Property of Cook County Clerk's Office

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SECRET

## ASSUMPTION RIDER

This Rider is made this 30th day of March, 1977, and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust Security Deed (Security Instrument) and Note (Note), both of the same date, given by the undersigned (Borrower) to secure property described in the Security Instrument located at:

549 Westelden Avenue Unit 1 EE

Chicago, Illinois 60614

to Serve Corp. Mortgage, Inc.

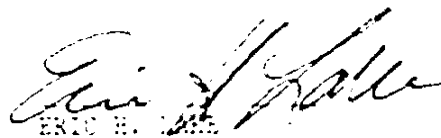
Lender

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument at Uniform Covenant 17 (Transfer of Property) or a Beneficial Interest in Borrower and at paragraph 10 (Uniform Secured Note) in the Note, the Borrower and Lender further covenant and agree as follows:

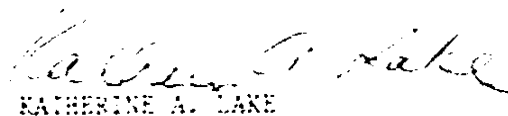
Lender will exercise its option to allow an assumption of this loan at the same rate of interest as set forth in the Note, as provided by applicable law at the date of this Note and Security Instrument, and upon the prior credit approval of the assuming borrower by Lender's insurance underwriter, presently General Electric Mortgage Insurance Companies (GEMICO) according to the insurance underwriter's underwriting standards at the time the assumption is requested.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an Assumption Agreement that is acceptable to Lender, and that obligates the transferee to keep all the promises and agreements made in the Note and the Security Instrument unless Lender releases Borrower in writing.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

  
ERIC H. LAKE

Borrower

  
KATHERINE A. LAKE

Borrower

ASSUMPTION RIDER  
SECRET FORM 10  
REV. 12-76

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THIS CONDOMINIUM RIDER is made this 31st day of March, 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 Servo Corp's Mortgage, Inc. (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at 549 West Elden Avenue Unit 1 FE Chicago, Illinois 60614 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as 549-551 West Elden Avenue 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 further 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 Declaration or any other document which creates the Condominium Project or bylaws, articles of regulations and any other equivalent documents. Borrower shall promptly pay when due, including 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" policy of hazard insurance 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 will accept the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installment 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.

  
ERIC H. LAKE (Seal) Borrower

  
KATHERINE A. LAKE (Seal) Borrower

(Seal)  
Borrower  
87180029



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