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UNOFFICIAL Trust

COOK COUNTY, ILLINOIS FILED FOR RECORD

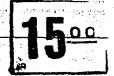
1987 APR 28 PM 2: 40

Trust Company of Chicago 231 S. LaSalle Street 15th floor Chicago, Illinois 60697 Attn: Susan Thurn Smith Loan #81744-4

87225965

BIX 333 700

(Space Above This Line For Recording Data)



H. inoi 6 National Bank and

#### **MORTGAGE**

THIS WORTGAGE ("Security Instrument") is given on APTIL 23
1987. The mor gagor is Bernard Elafros and Norma Elafros, Husband and Wife
("Borrower") This Security Instrument is given to Continental
Illinois No. Lonal Bank and Trust Company of Chicago , which is organized and existing under the laws of The United States of America , and whose address is 231 S. LaSalle Street.
under the laws of The United States of America, and whose address is 231 S. LaSalle Street.
911382931111177399097/
Borrower owes Lender the principal sum ofFiftyThousandandno/100
Dollars (U.S. \$50_00000). 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
paid earlier, due and payable on
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 (e) the performatice of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does berety mortgage, grant and convey to Lender the following described property
located in

Sublot 2 in Lot 0 in the Colannages Unit Number 3, being Irving A. Blietz' resubdivision in the North West 1/4 of the North East 1/4 of Section 11, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

AKO 04-11-201-038-0000

[Zip Code]

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Illinois	(Street) (Street)	City)
which has the address of	regg Road	Northbrook
		그는 그는 시민 학생들의 학생들의 학생들의 기교병 기념 학

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

# **UNOFFICIAL COPY**

8722596	The Property including those past due. Any tents collected by Lender or the receiver shall be applied first to payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Instrument in the Property and Partower and secured by the Security Instrument. Instrument without charge to Borrower Borrower shall pay any recordation costs.  As Naiver of Homestead. Borrower waives all right of homestead exemption in the Property.  As Naiver of Homestead. Borrower waives all right of homestead exemption in the Property.  As Naiver of this Security Instrument. If one or more riders are executed by Borrower and recorded together we supplement it is to this Security Instrument and agreements of each such rider shall be incorporated into and shall amend a supplement it. One or more riders are executed by Borrower and recorded together we supplement it. The covenants and agreements of each such rider shall be incorporated into and shall amend a linear in the rider (s) were a part of this Security Instrument in the rider of this Security Instrument in the rider of this Security Instrument in the rider of the part of this Security Instrument in the rider of this Security Instrument Instrume
ģ	Instrument and in any rider(s) executer by Borrower and recorded with it.  Instrument and in any rider(s) executer by Borrower and recorded with it.  Bernard Elafros  Worms Elafros  Bernard Elafros
[Tenos	To hereby certify that Bernath Election and for said County a state of Derivary Library to me to be the same person(s) whose name(s) as subscribed to the foregoing the to me to be the same that any in person and acknowledged that the foregoing the forego
	signed and delivered the said instrument as their for the uses and purposes therein set forth.  Given under my hand and official seal, this 23 day of 2011
	My commission expires:
	1800年18日中国 <b>州北</b> 州市中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国

UNIFORM COVEN N'S Volvoyer and Lenger coven interdagree as follows 5 5 5 5 5 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Horrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. 46 of If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, 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

amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower 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 application as a credit regainst the sums secured by this Security Instrument.

3. Application or (1) ments. 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. 🔩

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person (wed payment. Borrower shall promptly furnish to Lender all notices of amounts) to be paid under this paragraph. If Borrowe, makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lier which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation. Learned by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the hen 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 agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain 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 actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvem his now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended poverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount's and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower poject to Lender's approval which shall not be

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Lorrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower's all give prompt notice to the insurance

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

and Lender. Lender may make proof of loss if not made promptly by Borrower. The applied to restoration or repair 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 courity 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 ercess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the incurance 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.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the 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, for 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.

Any amounts disbursed by Lender under this paragraph 7 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.

Charles and the

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occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. BOTTOWET, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable haw may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as see 18; Borrower's Right to Reinstate, ? If Borrower meets certain conditions, Borrower shall have the right to have remedice permitted by this Security Instrument without further notice or demand on Borrower, this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of nortless than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by fire in Ecader exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period william with the attention by the the history want federal law as of the date of this Security Instrument. 1st secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural Transfer of the Property or a Beneficial Interest in Borrower. \* If all or any part of the Property or any if Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this S cu ity Instrument. Note are declared to be severable, \*\*\*\* Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Last ungent of the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Lestrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Lestrument and the Jurisdiction in which the Property is located. In the event that any provision or clause of this Secortity Instrument or the Coverning Law; Severability. This Security Instrument shall be governed by the faw and the law of the in this paragraph, and and side of the was to of Lingston & Machine in an provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender, Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another mert od The notice shall be directed to the Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by L'dqsrgsraq permitted by paragraph 19. It Lender exercises this option, Lender shall take ti e steps specified in the second paragraph of may require immediate payment in full of all sums secured by this Scor ity Instrument and may invoke any remedies rendering any provision of the Note or this Security Instrument unening according to its terms, Lender, at its option, Legislation Affecting Lender's Rights of from the content of expiration of applicable laws has the effect of partial prepayment without any prepayment charge under the Note under the Note or by making a direct payment to Borrower. We refund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may ch lose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limits, then and such loan charge shall be reduced by the amount charges and that law is finally interpreted so that 'ne interest or other loan charges collected or to be collected in 12 Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan A - Statistics Cab Act 14 that Borrower's consent. modify forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument, and (e) agrees that Lender and any other Borrower may agree to extend, that Borrowerts interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covenan 2.8 and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument only to mortgage, grant and convey this Security Instrument shall bir a sad benefit the successors and assigns of Lender and Borrower, subject to the provisions Successors and A sign Bound; Joint and Several Liability; Co-signers. The covenants and agreements of shall not be a waiver of or pres ude the exercise of any right or remedy. by the original Borrower or B in rower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise, nod by amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrowe, shall not operate to release the liability of the original Borrower or Borrower's successors in interest.
Lender shall not be a qui ed to commence proceedings against any successor in interest or refuse to extend time for modification of an orization of the sums secured by this Security Instrument granted by Lender to any successor in postpone the ore date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Burtover Not Released; Forbestance By Lender Not a Waiver, Extension of the time for payment or Unless Eender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due. given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to matter to the control of the section Maria Maria Maria Malaina paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the Property. Lender askall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. 3 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.

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

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, and insurance forminates in accordance with Borrower's and Lender's written agreement or applicable law.

8 Inspections of the Property Lender or its agent may make reasonable entries upon and inspections of the Property Lender Security Instrument, and Instrument, and

### PLUNEO ENTI CLA DP MEO PRIVERO 5

PLANNED UNIT DEVELOPMENT RIDER
This Planned Unit Development Rider is made this 23rd April 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
Continetnal Illinois National Bank and Trust Company of Chicago (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
708 Gregg Road, Northbrook, Illinois 60062
The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described inDeclarationoftheColonnades.,UnitNo3
(the "Declaration"). The Property is a part of a planned unit development known as The Collannades
[Name of Planned Unit Development]
(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.
PUD CO'EL ANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
A. PUD 661 gations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any
equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shrul 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 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 i surance on the Property; and  (ii) Borrower's obligation under Ur to m Covenant 5 to maintain hazard insurance coverage on the Property is
deemed satisfied to the extent that the required cover age is provided by the Owners Association policy.  Borrower shall give Lender prompt notice of one paper in required hazard insurance coverage provided by the master
or blanket policy.  In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the
Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender shall apply the proceeds to the sums experience by the Security Instrument, with any excess paid to
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 Propyrity or the common areas and facilities of the
PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall
be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.  E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written
consent, either partition or subdivide the Property or consent to:
(i) the abandonment or termination of the PUD, except for abandonment or emination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnst. On 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:

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

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

F. Remedles. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Bunaul Elapor	(Seal)
Bernard Elafros	Borrower
Norma Elairos	(Seal)
Norma Elairos	-Borrower

or

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	The Property includes, but is not limited to, a percet of band approved with a dwelling, together with other much parcels and destination areas and facilities, and newhood in the limit to a time delication of the delication of the limit of
	(the "Dictoration"). The Property is a past of a planted unit development known as it. The .Col. impediate.
	(the "PUD"). The Property also includes Berrower's interest to the believes been used attentor of equivalent entity owning in managing the common aleas and facilities of the PUD (the "Cortons Associated") not the uses, benefits and proceeds of Borrower's Interest.
	PLA CONFRINCE In addition to the cormanic and agreements made in the Schiffly Instrument. Borrower and Lengler farther coverant and agree us follows:
	A. PUD Obligations. Borowers that pertourn all of the row of a biligations and at 15 MD's Constituent Documents. The "Constituent Document are the (4) Dociar trop (ii) articles of incorporation of strungent or any equivalent document which are say the Corners Association, and (12) any by large at other tales to related of the Owners. Association there are shall promptly goes, when the of the constituent and sassingular incorner shall promptly goes, when the out states and sassingular income the Constituent.
	Distinction. B. Thesed Insurance. So long as the Owners Asservation come man agent of hyperspeed because unition a "marker" of "blankint" policy insuring the Property which is not the ordinary to Leader and provides insuring the Property of the holder handle in the leadering for the provides and against the behaves Leader country, and had been included yithin the term.
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	paid to Lander Leider shall apply the proceeds to the star by the Security francium, with any enters paid to Borrower.
	C. Vublic Ligarilly Insurance: He conser a vol. who duch may be insured insure that the Owners. Arabethich maintains a public liability freezon ver they are republic to force, whether and extend to coverage to Leuden.
	D. Condemnation. In a proceeds of any send on the drawage, think or convequential, payable to Borren, et in sendentials with any estatemental or call or only a self-condition with any estatement areas and builties at the Europeity or the definition areas and builties at the
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