

# UNOFFICIAL COPY

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(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 5,  
1987. The mortgagor is John J. Fitzgerald and Sandra L. Fitzgerald, his wife, ("Borrower"). This Security Instrument is given to George Washington Savings & Loan Association, which is organized and existing under the laws of State of Illinois, and whose address is 10240 S. Cicero Ave., Oak Lawn, IL 60453 ("Lender"). Borrower owes Lender the principal sum of Sixty Seven Thousand Eight Hundred Dollars (\$67,000.00). 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 June 1, 2002. 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:

PARCEL 1: UNIT BARON-2 IN LOT 32, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN MILL CREEK CONDOMINIUM II, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 36-089960, AND AS AMENDED FROM TIME TO TIME, OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE PLAT OF MILL CREEK CONDOMINIUM SUBDIVISION RECORDED JUNE 14, 1979 AS DOCUMENT NUMBER 25003904.

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which has the address of 9818 Mill Drive, W., Palos Park, (Street) (City)  
Illinois 60464 ("Property Address"); (Zip Code) 23-33-208-021 mc ACO

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.

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Oak Lawn, Illinois 60454  
44771

George Washington Services and Loan  
Notary Public

My Commission Expires 8/22/90  
Notary Public Seal  
James R. George, State of Illinois  
My Commission Expires 8/22/90  
George Washington Services and Loan  
Notary Public

Witness my hand and official seal this day of September 19, 1987.

(he, she, they)

They executed said instrument for the purpose and uses herein set forth.  
(this, her, their)

have executed same, and acknowledge said instrument to be true, free and voluntary act and deed and that before me and is (are) known or proved to me to be (the person(s) who being informed of the contents of the foregoing instrument,  
John J. Flitzgerald and Sandra L. Flitzgerald, has signed and state, do hereby certify that  
the undersigned, Notary Public in and for said county and state, do hereby certify that

COUNTY OF Cook  
STATE OF Illinois  
} ss:

<p style="text-align: right;">(Space Below This Line for Acknowledgment)</p> <p>Instrument and in any riders) executed by Borrower and recorded with the terms and covenants contained in this security BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this security  <input type="checkbox"/> Other(s) (specify) _____  <input type="checkbox"/> Grandfathered Rider      <input type="checkbox"/> Planned Unit Development Rider  <input type="checkbox"/> Adjustable Rate Rider      <input type="checkbox"/> condominium Rider      <input type="checkbox"/> 2-4 Family Rider  <input type="checkbox"/> Amended Rider      <input type="checkbox"/> Supplemental Rider  <input type="checkbox"/> Instruments (check applicable boxes) _____  <p>This Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, if one or more riders are executed by Borrower and recorded together with 23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with 22. Waiver of Homeowner's Waiver of homeowner's right of redemption in the Property.  <p>Instrument without charge to Borrower. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 21. Release. Upon payment of all sums received by this Security Instrument, Lender shall release this Security recorder, bonds and reasonable attorney fees, and then to the units secured by this Security Instrument. 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 receive payment of and manage the Property and to collect the rents of the Property including those upon, take possession of and collect by Lender or the receiver shall be entitled to pay rent of the instrument of management of the Property due. Any rents collected by Lender or the receiver shall be entitled to pay rent of the Property including those upon, take possession of and manage the Property and to collect the rents of appounited receiver) shall be entitled to receive payment of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorney fees and costs of title evidence.  <p>Lender shall be entitled to collect all expenses incurred in preparing this instrument, fees and costs of title evidence. This Security instrument without option may require immediate payment in full of all sums secured by before the date specified in the notice. Lender at his option may require immediate payment in full of all sums secured by excessive of a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice, Lender to accelerate the rights to sell or foreclose proceeding the non- perform Borrower of this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further secrected by this Security instrument, foreclosure by judicial proceeding and sale of the notice required of the non- and (d) that failure to cure the default or before the notice is given to Borrower, by which the default must be cured; default; (c) a date, not less than 30 days from the date the notice is given to Borrower; (a) the default; (b) the action required to cure the unless applicable law provides otherwise). The notice shall specify: (a) the date; (b) the action required to cure the breach of any covenant or agreement to accelerate following Borrower's  19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following  NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:</p> </p></p></p>	
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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 (b) entry of a judgment 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 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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Any amounts disbursed by Lender under this paragraph, Lender does not have to do so; Lender may take collection under this paragraph, Lender does not have to do so; security interests or other rights of Lender under this paragraph, Lender does not have to do so; the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Securitry Lender to Borrower; units 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 Securitry Lender to Borrower.

In the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, applying any sums received from the sale or other disposition of the property to the payment of the debt, and recovering the debt and any expenses incurred in connection therewith.

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 if 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 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.

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.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums accrued by this Security instrument immediately prior to the acquisition.

Unless Lennder and Barrower otherwise agree in writing, any application of proceeds to principles shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of clause the amount of the payments, unless paragraph 19 of the property is required by Lennder, Barrower's right to any insurance policies and proceeds resulting under paragraph 19 the date of the monthly payments referred to in paragraphs 1 and 2 of clause the amount of the payments, unless

The Property or to pay sums secured by this Security Instrument, whether or not then due. The duly period will begin when the notice is given.

of the Property damaged, if the restoration or repair is economicall feasible and Leander's security would be lessened, his security is to be maintained. If the restoration or repair is not economically feasible and Leander's security would be lessened, his security is to be maintained. If the restoration or repair is not economically feasible and Leander's security would be lessened, his security is to be maintained.

All receipts of premium and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and lender. Lender may make proof of loss if not made promptly by Borrower.

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

intended aggregate load by fire, hazards included within the term, "exterior, ad coverage," and any other hazards for which Lender requires insurance coverage. This insurance shall be maintained in the amount, and for the periods, that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, unless it is necessary to Lender's approval which shall not be required for fire, hazards included within the term, "exterior, ad coverage," and any other hazards for which Lender requires insurance coverage. This insurance shall be maintained in the amount, and for the periods, that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, unless it is necessary to Lender's approval which shall not be required for fire, hazards included within the term, "exterior, ad coverage," and any other hazards for which Lender requires insurance coverage.

**3. Shared Insurance.** Borrower shall keep the insurance now existing or hereafter created on the Property of the giving notice.

Borrower shall promptly discharge any lien, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation as agreed by the Lender in a manner acceptable to Lender; or (b) consents in good faith to the enforcement of this instrument by the Lender.

Pay them off in one direct hit to the personal credit. Borrower shall promptly furnish to Lender receipts evidencing the payments made to these payments directly. Borrower shall promptly furnish to Lender to be paid under this paragraph. If Boraawie makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts

4. **Chargers; Lenses.**恐怖分子 shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may fall in tax area, security instruments, and leasehold payments or ground rents, if any, for the benefit of the municipality, or the manner provided in paragraph 2, or if not paid in that manner, however shall pay all taxes, security instruments, and leasehold payments or ground rents, if any.

**3. Application of Payment.** Unless applicable law provides otherwise, all payments received by Lender under the paragraphs [ ] and [ ] shall be applied, 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.

any Funds held by Leander, if under Paragraph 19 the Property is sold or acquired by Leander, Leander shall apply, no later than immediately prior to the sale of the Property or its acquisition by Leander, any Funds held by Leander at the time of amalgamation as a credit against the sums accrued by the Security Instrument.

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

If the due date(s) of the Funda's lease by Lender, together with the future monthly payments of Funda payable prior to the due date(s) 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 Funda. If the

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Fund and the amounts received by the Fund for which each debt is to the Fund was made. The Funds are pledged as additional security for the sums received by this Security Instrument.

Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender shall be liable to the Funders for any interest or charges not required to be paid. Lender shall not be liable to pay Borrower any interest or charges not made or applicable law requires in writing that shall be paid on the Funds. Unless an agreement is made or contained in the Funds, Lender

The Funds shall be held in an institution the deposita 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 under may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items.

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 "carrow items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future carrow items.

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 accrue prior to the date of payment; (b) yearly

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 5th day of May, 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 George Washington Savings & Loan Association (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
9818 Mill Drive W., Baron 2 Palos Park, IL 60464  
[Property Address]

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

Palos Park Condos (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: (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;

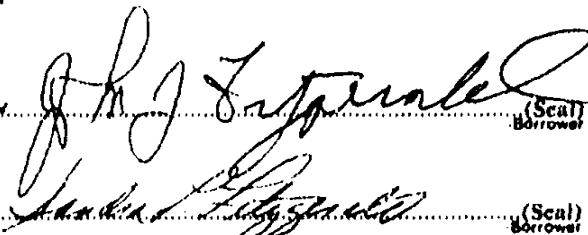
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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.

  
John J. Tognale  
(Seal)  
Borrower

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Linda H. Tognale  
(Seal)  
Borrower