UNOFFICIAL COPY 2 0 COOK COUNTY, ILLINOIS FILED FOR RECORD

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 3.

19. 87. The mortgagor is JOHN D. VOJTSAK AND ADELINE H. VOJTSAK, HIS WIFE

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

CONGOPDIA FEDERAL BANK FOR SAYINGS , which is organized and existing under the laws of THE UNITED STATES and whose address is

2320 Ti ORNTON ROAD LANSING, IL 60438 ("Lender").

Borrower owes Lender the principal sum of THIRTY. TWO. THOUSAND AND NO 100 and the sevidenced by Borrower's noted 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 July 01, 2002 This Security Instrument secures to Lender: (a) the repryment 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 loss hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

UNIT 7-L IN WILLOW WOOT VILLAS, A CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLIOVING DESCRIBED REAL ESTATE: PART OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO 14E DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 27293449 TOCETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMPANY ELEMENTS, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGFE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPUPTYNANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS /ND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENT;, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HER LIN

PTN: 24.29-100-018

a.m.

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.

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nty sa: talk WIPE of said county and state, Talk WIPE	ADELINE H, VOLTI Spece Solow The Line For Acknowledgme Cou ESAK AND ADELINE H, VOLTE PRESENT to me to be the same person (s) Own to me to be the same person (s) Presented before me this day in person	COOK	LLINOIS,	TE OF II	ATS A ob Sedue
and covenants contained in this Security	screpts and agrees to the terms. Borrower and recorded with it.	w, Boenswer (s) executed by	ONING BELO' Hain any rideri	BY Si	ItenI
			ner(s) [specify		
if the rider(s) were a part of this Security Z	Its of this Security Instrument as [K] Condominium Rider Planned Unit Developmen	and agreemen ble box(es)] Rider	ie covenants Siresk coplical just ible Rase ryan batanba	rument (Fument. (DA [anbb
	er waives all right of homestead exen	stend. Borrow	aiver of Home	51. W	
prior to acceleration following Borrower's default; (b) the action required to cure the default; (b) the action required to cure the orrower, by which the default must be cured; notice may result in acceleration of the sums notice may result in acceleration of the sums accert in the threotogure proceeding the nonforcemay result in the default is not cured on or forcelosure. If the default is not cured on or ediate payment in full of all sums accured by ediate payment in this of all sums accured by bandonment of the Property and at any time bandonment of the Property and at any time bandonment of the Property and to collect the rents of mage the Property and to collect the rents of negatives shall be applied first to payment of the not limited to, receiver's fees, premiums on not limited to, receiver's fees, premiums on y this Security Instrument.	its Security Instrument (but not price is its its four tot price its security; (a) the rontice shall specify; (a) the rontice shall specified in the tor or before the date specified in the reformer by judicial proceeding and it sifer acceleration and the right to see of Borrower to acceleration and the right to make at its option may require immer demand and may foreclose this seas incurred in purauing the remesters and costs of title evidence. I demand and may foreclose this sees and costs of title evidence. I demand and may foreclose this seas and costs of title evidence. I demand is not pursuing the remediction of of lower may be reader the costs of the season of and may rents collection of rents, including, but it collection of rents, including, but if ces, and then to the sums secured by fees, and then to the sums secured by fees.	greement in the medies. Lenderwise idea of herwise than 30 days from set and s	Recaleration; Recorderation; Bale, and leas that date, not leas that allow to content to the content of the con	A, Qf any est hof any cash of any est any lice and (d) that fill wred by the most limited and confidence of a country limited to of the country in the country is of mana a of mana a of mana iver's bon is of mana a of	antice bear assessing bear antice bear antice bear apper app

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower skall 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 of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lende 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 Lenger and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due deterathe monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrowe, Nit Released; Forbearance By Lender Not a Walver. 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 no, 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 an critization 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 excluse of any right or remedy.

11. Successors and Assigns Brand; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and ben that 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 series 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 r gard 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 intrest 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) at vours 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 s'co specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument, wall 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 Lent er w ten given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal inv 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 Institution 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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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 dispursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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. in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Lender's rights in the Property (such as a proceeding in banktupicy, 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 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

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 policies 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.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the prolect to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. It said any period will begin Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender'd at the insurance carrier has Borrower abandons the Property, or does not answer within 10 days a notice from Lender'd at the insurance carrier has

carrier and Lender. Lender may make proof of loss if not made promptly by Par ower. all receipts of paid premiums and renewal notices. In the event of loss, Borrowe, shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender reo lites, Borrower shall promptly give to Lender

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

unreasonably withheld.

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires. The requires insurance carrier providing the insurance shall be chosen by Bos course and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Bos course audject to Lender's approval which shall not be interested to the contract of the chosen by Bos course, and for the periods that Lender shall not be interested to the contract of the chosen by Bos course, and th

5. Hazard Insurance. Borrower shall keep the 'my fovements now existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a lien which may attain proving over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or note of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the her to this Security Instrument. If Lender determines that any part of receipts evidencing the payments.

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 secured by the lien in a manner acceptable to Lender; (b) contests 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 defends against enforcement of the lien of the lien and prevent the enforcement of the lien or folder of the lien and prevent the enforcement of the lien or folder of the lien and prevent the enforcement of the lien and prevent the lien and li

pay them on time directly to the paran owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Portower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If Portower makes these payments directly, Borrower shall promptly furnish to Lender 4. Charges, Liena. Burower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain provide 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 apply these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall apply these obligations in the manner, borrower shall be a significant or a signif

application as a civoling and the sums accurred by this Security Institution by Lender, any runds nead of the sums as civoling and the sums accurred by this Security Institution.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs and 22 hr. 1 be applied first, to late charges due under the Mote; should not charges and last, to principal due.

4. Charges, Liens. B brower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which gas a price of the property of the property which gas are strained for the Property of the prope

amount of estay to make up the deficiency in one or more payments are required by Lender health promptly refund to Borrower any Funds how by Lender, it 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 hold by Lender at the time of than immediately prior to the sale of the Property or its acquisition by Lender, any Funds hold by Lender at the time of than immediately prior to the sale of the Property or its acquisition by Lender, any Funds hold by Lender at the time of

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

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

this Security Instrument.

purpose for which each debit 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 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 of pays and a special content of the Funds of the Funds. Unless an agreement is made or applicable law requires interest of pays and a special content of the Funds. 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. leaschold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the one-tweltth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly

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

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

1. Payment of Principal and interest; Prepayment and Late Charges. Borrower shall promptly pay when distering and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

3. Finance for Tayer and Interest on the debt evidenced by the profession of the weight by Lender Borrower shall by Finance of Fortower shall be presented by the profession of the forting weight by Lender Borrower shall be proved the profession of the profession of the forting weight by Lender Borrower shall be proved the profession of t Borrower shall promptly pay when due

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THIS CONDOMINIUM RIDER is made this	Security Deed (the
of the same date and covering the Property described in the Security Instrument and located at: 6385 ORCHARD DR., PALOS HEIGHTS, ILLINOIS, 60463 [Property Address]	
The Property includes a unit in, together with an undivided interest in the common elements of, a corknown as: WILLOW WOOD VILLAS [Name of Condominium Project]	dominium project
(the "Condominium Project"). If the owners association or other entity which acts for the Condomi	nium Project (the

(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 Lander further covenant and agree as follows:

A. Crasto ilnium 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 Condom in im Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when Loc, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Issurance. 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 "ext:nded 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 haz ard 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 votice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazar (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 as ceptable 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. Tille provision is for the express benefit of

Lender;

OF

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

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then become 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.

adeline of Vojtesak Borrow