CITYEDRESEVINGS	
CITYCORPOSAVINGG	Think of the Aspared by:

VICTORIA E MULDROW

I N. DEARBORN ST., CHICAGO, IL 60602

### **MORTGAGE**

LOAN NUMBER: 001021765

\$16.00

THIS MORTGAGE is made this 20th day of	July
19. 88 between the Mortgagor. LARRY G SCHROEDER	., MARRIED . TO. MARYANN . R . SCHROEDER
	Aberein "Borrower"), and the Mortgagee, Citicorp Savings
of Illinois, a Federal Savings and Loan Association, a corpo States, whose address is. ONE SOUTH DEARBORN ST	ration organized and existing under the laws of the United REET, CHICAGO, ILLINOIS 60603
WHEREAS, Borrower is indebted to Lender in the pri	ncipal sum of U.S. \$ 35,000.00
which indebtedness is evidenced by Borrower's note dated.	July 20, 1988 and extensions and renewals
thereof (herein Note"), providing for monthly installments if not sooner paid due and payable on	of principal and interest, with the balance of indebtedness.  1, 2003

TO SECURE to I under the repayment of the indebtedness evidenced by the Note, with interest thereon; the goayment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of the Mortgage; and the performance of the commants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant Illinois:

SEE RIDER ATTACHED

/12-01-400-017-1262 PERMANENT TAX NUMBER:

SOR TOUNTY ILEND.
FRED FOR RELYCO.
1989 JUL 26 AM IO 14

, which has the address of	1243 CANTERS	URY TRAIL	PALATINE
which has the hour east.	Street		Caty;
Illinois	60074	.(herein "Property Address");	
	IZIL L'ade		

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights. appurtenances and cents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 hereby conveyed and has the right to mortgage, covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

## **UNOFFICIAL COPY**

88329331

OFFICE OF THE RECORDER OF DEEDS OF CONY COUNTY, ILLINOIS AS DOCUMENT NUMBER 22827823 AS AMENDED FROM TANT TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST AN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SOACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

DELINEATED ON SURVEY OF PART OR PARTS OF THE SOUTH EAST 1/4 OF SECTION

UNIT NUMBER 2-63 IN THE GROVES OF HIDDEN CREEK CONFOSITION 1, AS

., TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIS TRINCIPAL MERIDIAN,

HEREINATTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS

BANK, A NATIONAL BANKING ASSOCIATION, AS 180STEE UNDER TRUST AGREEMENT DATED JULY 11, 1972 ALSO KNOWN AS TRUST NUMBER 44398, RECORDED IN THE

EXHIBIT 'E' TO DECLARATION OF CONDOMINIUM MANE BY LA SALLE, NATIONAL

(CEL 2:

EASEMENTS APPURTIANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENT RECORDED AUGUST 26, 1974 AS DOCUMENT 22827822 AND CREATED BY DEED FROM LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1972 AND KNOWN AS TRUST NUMBER 44398 TC LARRY G. SCHROEDER RECORDED FEBRUARY 14, 1977 AS DUCUMENT 23819230 EDR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PE:PENENT TAX NUMBER: 02-01-400-017-1262

AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION. THIS MORIGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SALD DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS KIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 207

# UNIFORM COVENANTS, BOTTOWET and Lender Covenant and Spreeds solved 8 3

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Berrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of the Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any it agrees to earnings on the Funds. LEnder shall give to Borrower, without charge, and 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 pledge as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future menthly installments of Funds payable prior to the due dates of taxes assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, the orange premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender and's not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payment as Lender may require.

Upon payment in full of all sums so, used by the Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 47 hereof the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, not 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 against the sums secured by this Mortgage.

3. Application of Payments. Unless a oplicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be a oblied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to intered payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Finns. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security; greement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when Loc. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attribut d le to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borro ser subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies of adversals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender with it. 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or insurance proceeds or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Level pments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or diversitation of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium mor planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, distourse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accombance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

- rrower Not released Pulsarance By Longer 12 a Waiver, Clercon of the time for paymen
- 10. Borrower Not Released Perkerance By Least Not a Wover. Feeled of the sime for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements betwin contained shall bind, and the rights bereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 bereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower bereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, as any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided here n, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be agented to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law: Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the electric that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower's hall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (2) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the transfer of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferce as if a new loan were being made to the transferce. For over will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.
- If Lender, on the basis of any information obtained regarding the x-insferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable incellibe a of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such ortion to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, exthaut further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as fell oxis

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Born wer': breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any finite secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 12) error specifying: (1) the breach; (2) the action required to cure such breach, (3) a date, not less than 10 days from the date the contice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to florrower's breach, florrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if; (a) florrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; to florrower cures all breaches of any other covenants or agreements of florrower contained in this Mortgage; (c) florrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of florrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment an cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security bereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

erty, Levier shall be entitled to have a Upon acceleratio receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any,

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

#### REQUEST FOR NOTICE DEFAULT AND FORECLOSURE UNDER SUPERIOR -MORTGAGES OR DEEDS OF TRUST

Borrower and Lender Request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any

default under the superior encumbrance and of any sale or other foretware action.
IN WITKESS WHEREOF, Borrower has executed this Mortgage.
Misiona Laterarder
MARYAMN R SCHROFDER THIS DOCUMENT AS EXECUTED BY
MARYANN R SCHROETER, NOT AS LARRY G SCHROEDER
MORTGAGOR, BUT SOLFLY FOR THE PURPOSE OF WAIVING HOMESTEAD RIGHTS
AND MARITAL RIGHTS AS MEREIN PROVIDED.
STATE OF ILLINOIS,
THE UNDERSIGNED
i, a Notify Public in and for Said County and State, so nevery Certify that
LARRY G SCHROEDER MARRIED TO MARYANN R. SCHROEDER.  personally known to me to be the same person's) whose name(s) IS. AT #ubscribed to the foregoing instrument.
appeared before me this day in person, and act is sledged that. The. Y signed and delivered the said instrument as . NAXthe I free voluntary act, for the us s and purposes therein set forth.
Taken Clair wee stitution y act, in the us s and purposes therein sections.
Given under my hand and official seal, this
My Commission expires:
F4
OFFICIAL SEAL ONNA T. FACIO
NOTARY PUBLIC, STATE OF ILLINOIS }
MY COMMISSION EXPIRES 5/16/92)
A CHAIGHT ED CRASHT
State of Illinois NOTARY ACKNOWLEDGMENT
Source COOK SS.
Mount of a Notary Public to the for said County in the
EMPOREN R SCHEDER 11:2
State aforesard, DO HEREBY CERTIFY THAT
to the foregoing Instrument appeared before me this day in person and acknowledged that street including the release and
to the foregoing Instrument appeared before me this day in person and acknowledges dust the foregoing instrument appeared before me this day in person and acknowledges dust the foregoing instrument as the free and voluntary and, for the uses and purposes therein set forth, including the release and the said Instrument as the free and voluntary and, for the uses and purposes therein set forth, including the release and
waiver of the right of nomesterio.
GIVEN under my hand and notatial seal, this object day of
Margaret Container
the said Instrument as free and voluntary ant, for the uses and purposes therein set data, including warver of the right of homestead.  GIVEN under my hand and notatial seal, this
Any commission expires the Live Lineary in Lineary in Live September 2015

## UNOFFICIAL GORY 3 1

#### **CONDOMINIUM RIDER**

### CITICORP SAVINGS"

Loan Number: 001021765

Corporate Office One South Dearborn Street Chicago, Minois 60603 Telephone (1 312) 977-5000

THIS CONDOMINIUM RIDER is made this 20th day of July 19.88 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed othe "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1243 CANTERBURY TRAIL, PALATINE, ILLINOIS 60074

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

THE GROVES OF HIDDEN CREEK CONDOMINIUM

्रीबेक्सल धर्म Скиздонтиныт <sup>इ</sup>त्रसम्बद्धाः

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project after "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 funds 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(4) 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 curi-lominium 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 field 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 the pair to Lender for application to the sums secured by the Security Estiment, with any excess paid to Burrower.

- C. Public Liability Insurance. Borrower shall take such richens as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in ic. ... amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for dam let's, direct or consequential, (sayable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the aimst or of the common elements, or for any conveyance in fleu 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 Coveriant 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, excipitor 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 Lander.
  - (m) termination of professional management and assumption of self-management of the Owners Association.

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

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

LARRY G'SCHROEDER -Borrower

-355.245

MARYAN R SCHROEDER BOSTOMS

-EXECUTE OF

THIS DOCUMENT IS EXECUTED BY MARYANN R SCHROEDER, NOT AS MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF EXPRESSLY WAIVING HOMESTEAD RIGHTS AND MARITAL RIGHTS AS HEREIN PROVIDED.