## UNOFFICIAL COPY >

THIS INSTRUMENT WAS PREPARED BY: KIMBERLY HOSKINS

One North Dearborn Street Chicago, Illinois 60602

CITICORP SAVINGS\*

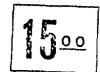
MORTGAGE

89403891

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

LOAN NUMBER: 010025221

THIS MORTGAGE ("Socurity Instrument") is given on August 10 1989 . The modgager is (UBAIDUR R PAPA and HUSSAINA PAPA, his wife



("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, A Foderal Savings and Loan Association, which is organized and existing uncer the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower twee Lender the principal sum of ONE HUNDRED FIFTY ETGHT THOUSAND THREE HUNDRED AND 00/100 Dollars(U.S.\$158,300.00 ). 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 pryptile on September 1, 2004

This Security Instrument secures to Lender. (\*) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment (1a) other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performanc roll Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby more great and convey to Lender the following described property located in

THE WEST 18.33 FEET OF THE EAST 76.20 FEET OF LOT 2 IN GARIBALDI SQUARE SUBDIVSION OF THE WEST 1/2 AND WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE TATED PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENT RECORDED AS DOCUMENT 890,6290 IN COOK COUNTY, ILLINOIS.

TAX ID#:17-17-302-040

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY,

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS AS THOUGH THE PROVISIONS WERE RECITED AND STIPULATED AT LENGTH HEREIN.

OOK COUNTY ILCINOISHOE

1999 196 29 M 3: 25 (1)

89403891

which has the address of

1413 W HARRISON

CHICAGO

[City]

Illinois

60607

("Property Address"),

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures new 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 mortgago, grant and convey the Property and that the Property is unencumbered, except for oncumbrances of record. Borrower warrants and will defend generally the hille to the Property against all claims and demands, subject to any encumbrances of record.

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

Property of Cook County Clerk's Office

UNIFORM COVEN. NEW Gorden and Lindorg value to the term is to twee; 010025221

1. Payment of Principal and Interest; Propayment 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-twellth off (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Proporty, if ony; (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 rensonable estimates 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 carnings on the Funds and the purpose for which each debit to the funds was made, 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.

If the amount of the Funds held by Londer, together with the future monthly payments of Funds payable prior to the due dates of the escow items, shall exceed the amount required to pay the escow items when due, the excess shall be, at Borrower's aption, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Leader is not sufficient to pay the escow items when due, Borrower shall pay to Leader any amount necessary to make up the deficiency in one or more payments as required by Leader.

Upon payment in full of all sams secured by this Security Instrument, Lender shall promptly refund to Borrower may Funds held by Lender. If no ir paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no Inter than immediately prior to the sale of the 'ro serty or its acquisition by Lender, any Funds held by Lender at the time of application as a craffit against application as a craffit against tho same secured by this Security Instrument.

3. Application of Pagare 28. Unless applicable law provides otherwise, all payments received by Londer under paragraphs 1 and 2 shall be applied: first, 17 isto 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; Lions. Borrower shell pay all taxes, assessments, charges, lines and impositions attribatable to the Property which may attain priority over this Scaw.tr histrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in prangenoh 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Berrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lie is 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 Londer; (b) contests in good finith the lien by, or defends against enforcement of the lien or light proceedings which in the Londor's opinion operate to prevent the enforcement of the lien or forfolture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Londor subordinating the lien to this Security Instrument. If Londor determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, it conder 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 improvements row existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended cover ge" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the pricels that Lender exquires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lander's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lander and shall in and a standard mortgage clause. Lander shall have the right to hold the policies and renewals. If Lander requires, Borrower shall pre-mptly give to Lander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice of the insurance carrier and Lander. Lander may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be m ofied 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 process's shall be applied to the sums secured by this Security Instrument, whether are not then due, with any excess paid to Borrower. If Brown were abandous the Property, or does not answer within 30 days a notice from Lender that the insurance 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 u  $pr_{pr}$  sums secured by Security Instrument, whether or not then due. The 30-day period will begin when the notice is v re a.

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. It's der 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; Leasaholds. 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 leasahold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasahold 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 secural 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 payablo, with interest upon notice from Lender to Borrower requesting payment.

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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 entires upon and inspections of the Property. Lender shall give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condomnation. 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 fiew of condemnation, are bereby 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 Barrower. In the event of a partial taking of the Property, unless Burrower 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 condomnor offers to make an award or settle a claim for damagos, Borrower fails to respond to Londer 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 Lewler and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the // or late of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower Not Relunsed; Forbearance By Londer Not a Waiver. Extension of the time for payment or modification of are activation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrawie of H not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be see aired to commonce proceedings against any successor in interest or refuse to extend time for payment or otherwise in (ii) amortization of the sums secured by this Security Instrument by reason of any demand made by the original Portower or Park yor's successors in interest. Any forebearance by Lender in exercising any right or remedy shall not be a waiver of or proclade the exercise of any right or remedy.
- 11. Successors and Assigns Bound; doint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind rad 'amofit the successors and assigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenanta 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 the sums secured by this Security Instructiont, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forboar or make any accommodation, with regard to the terms of this Security Instrument or the Note without that Horrower's consent.
- 12. Loan Charges. If the bean secured by this Security Instrument is subject to a law which sets maximum loan charges, and the 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 chose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a pland reduces principal, the reduction will be treated as a partial prepayment without any propayment charge under the Nate.
- 13. Legislation Affecting Lender's Rights. If enactment of 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 Socarity Instrument and may invoke any remedies permitted 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 posite to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by actice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Unider when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal baw 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 the Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security It strament 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 Borower. 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 Lander's prior written consent, Lender may, at its option, required 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 bave enforcement of this Security Instrument discontinued at any time prior to the earlier of (a)  $\delta$  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 judgement 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 not 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 Lendor 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 bereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the paragraphs 13 or 17. CHICORP SAVINGS FORM 36/30: 4 97 PAGE 3 OF 4

## **UNOFFICIAL COPY**

Loan Number: 010025221

NON-UNIFORM COVENANTS. Borrower and Lendor button covenant and agree as follows.

19. Accoleration; Remedies. Londer shall give notice to Derrower prior to accoleration following Horrower's breach of any covenant or agreement in this Security Instrument (but not prior to accoleration under paragraphs 13 and 17 unless applicable law provides otherwise.) The notice shall specify: (a) the default; (b) the action required to cure the detault; (c) a date, not less than 30 days from the date the votice is given to Burrower, by which the default must be cored; and (d) that laiture to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, tereclosure by judicial proceeding and sale of the Property. The notice shall terther milerin Berrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Berrower to acceleration and foreclosure. If the default is not cured an or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, but not limited to, reasonable alterways' loss and costs of tile evidence.

20. Londor in Possossion. Upon accoloration under paragraph 19 or abandenment of the Property and at any time prior to the expiration of any period of redemption following judicial safe, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possossion of and manage the Property and to collect the rests of the Property metading those past doe. Any rents collected by Lender or the receiver shall be applied list to payment of the costs of management of the Property and collection of rents, including, but not familied to, receiver's loss, premiums on receiver's bonds and management.

attornoys' lens, and then to the soms secured by this Security Instrument.

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

22. Warver of Homestead. Borrower warves all right of homestead exemption in the Property.

29. Ride's to this Socurity Instrument. If one or more riders are executed by Borrower and recorded together with this Secontly Instrument, on, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. [Chieck applicable box(as)]

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Other(s) [specify]	x	
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STATE OF ILLINOIS,	LAR County ss	<i>(4,</i>
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## PLANNED UNIT LINEOFFICIAL COPYCORPOSAVINGS Corporate Office

Corporate Office One South Deartorn Street Chicago, Illinois 60603 Tulophone (1 312) 977-5000

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 10th day of August , 19 89, 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 CITICORP SAVINGS OF ILLINOIS (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 1413 W HARRISON CHICAGO, IL 60607

(Proporty Address)

The Property includes, but is not limited to, a parcel of fand improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

SEE ATTACHED RIDER

(the "Declaration"). The Property is a part of a planned unit development known as

1413 W HARRISON TOWNSHOMES

(Nome of Plannot Unit Develorment)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common gross and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD Coverants. In addition to the covenants and agreements made in the Security Instrument, Berrower and Lendor further covenant and agree as follows:

A. PUD Obligations. Borrows shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Document,s" 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 shall promptly pay, when due, e's does 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

H. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Londor and which provides insurance coverage in the amounts, for the periods, and against the Le Lards Lendor requires, including fire and hazards included within the term "extended" coverage," then:

ti) Londer waives the provise ran Uniform Coverant 2 for the monthly payment to Londer of one-twellth of the yearly premium installments for hazard insulance on the Property; and

(ii) Borrower's obligation under t'intrium Covenant 5 to maintain hazard insurance coverage on the Proporty is deemed satisfied to the extent that the required accesses is provided by the Owners Association policy.

Borrower shall give Lander prompt notice of any tapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance percents in then of resteration or repair following a less 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. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

Londor. Londor shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Berrower.

C. Public Liability Insurance. Berrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in term, amount, and extent of coverage to Londor.

D. Condomnation. The proceeds of any award or claim in Camages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Pub, or for any conveyance in lieu of condemnation, are hereby assigned, and shall be paid to Londer. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lander's Prior Consont. Borrower shall not, except after notice to Lorder and with Londer's prior written consont, either partition or subdivide the Property or consont to:

(i) the abandenment or termination of the PUD, except for abandengent or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by sor demands or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lendor:

(iii) 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 colorage maintained by Dwner Association unacceptable to Lender.

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

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

UBAIDUR R PAPA ikurowoi	HUSSAINA PAPA	-Воприя
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