THIS INSTRUMENT WAS PREPARED BY: TABBLE DOOMAN

One North Dearborn Street

Chicago, Illinois 60602

#### CITICORP SAVINGS'

**MORTGAGE** 

Corporate Office

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

LOAN NUMBER: 010019978

89012382

DEPT-01

T#4444

#4444 TEAN 4683 01/10/89 11:37:00 #2069 # 10 \*-89-012382 COOK COUNTY RECORDED

THIS MORTGAGE ("Security Instrument") is given on

1988 . The mortgagor is (IN CHUNG CHONG and BO SUN CHONG, his wife

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing unider the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender") Borrower owns Lender the principal sum of FORTY TWO THOUSAND AND 00/100-Dollars(U.S.\$42,000.00 ). This debt is evidenced

by Borrower's note dated the sar to date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2004

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 or corrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby managed, grant and convey to Lender the following described property located ОООК County, Illinois.

UNIT NO. 1D IN 5445-55 NORTH CALIFORNIA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT: 844 TO 849, BOTH INCLUSIVE, IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUP ADDITION NO. 3, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 (EXCELT THAT PART LYING NORTHEASTERLY OF LINCOLN AVENUE, AND EXCEPT THAT PART TAKEN FOR SIPLETS) IN SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL NEILDIAN, ALSO THAT PART OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING WEST OF LINCOLN AVENUE IN SECTION 12, TOWNSHIP 40 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVE. IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 26608850 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT TAX NUMBER: 13-12-210-059-1009

MORTGAGOR ALSO HEREBY GRANTS TO 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 SET FORTH IN TUF AFOREMENTIONED DECLARATION.

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

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 29TH DAY OF DECEMBER, 1988 A.D..

(Street)

("Property Address");

60625

(Zip Code)
TOGETHER WITH all the improvements now or hereafter crected 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 used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

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One North Dearborn Street

THIS INSTRUMENT WAS PREPARED BY: TARBIE DOOMAN

Chicago, Illinois 60602 CITICORP SAVINGS.

Corporate Office

**ADADTROM** 

One South Dearborn Street

Telephone (1 312 977 5000) Chicago, Illinois 60603

LOAN NUMBER: 010019978

SEE RIDER ATTACHED

Stoppenty Ox Cook PERMANENT TAX NUMBER: 13-12-210-059-1609 Olivinos Oli

(Aug) CHICAGO

5455 N CALIFORNIA UNIT #1D

which has the address of

("Property Address"). [joans] 90922

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is referred to in this Security Instrument as the "Property". a bart of the proporty. All replacements and additions shall also be covered by this Security Instrument. All of the appurionances, runts, royaltius, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or horeafter TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

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

pour pX Intragrepou to coustings a nuitorial accurate instrument covering real property THIS SECURITY INSTRUMENT combines uniform coverants for rational used and non-uniform coverants with limited varia-

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tromeyrg guitsoupor roworroft ot tobust mort oxitor upon noga korati hill guits pur son son oxitor promontes a distributed. Unless Borrower and Lender agree to other terms of payment, those amounts shall bear interest from the date of Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

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arromeys, fos and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender nichteber prigitet aums seums seums by al lien which has priority over this Security Insurante and seum in this priority ar assumble and pay for whitever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions ды Рторечу (such as a priviceding in bankruptcy, probate, for condemnation or to enforce have or regulations), then Lender may 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the coverants and

unless tender agrees to the merger in writing.

ply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall com-6. Preservation and Maintenance of Property; Leascholds. Borrower shall not destroy, damage or substantially change

Tuorgisinbae aya oq

benty prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument minuralizatively prior 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from da sage to the Proմիջ գտ գտ օկ միջ առարկի հեմառութ անքածի տ յա խուսեւցին է տոր 5 օս գրանե միջ ուստում օկ միջ խմասաչ էլ ումգա հումեանք Daless Lender and Borrower otherwise agree in withing, any application of proceeds to principal shall solve vatero for postpoor

Security Instrument, whether or not then due. The 30-day period will begin when the notice, serven. and confect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or Vigary secured by perty, or does not answer within 30 days a notice from Lander that the insurance carrier has offere, Westle a 🖰 🗥 then Lander wented by this Security Instrument, whether or not then due, with any excess bad to bring it, it torrower, abandons the Proor repair is not economically feasible or bender's security would be lessened, the insurance press desired to the sums Property demission in the restoration or repair is economically feasible and Londer's security is not lessened. If the restoration

Unless Lender and Borrower otherwise agree in writing, insurance proceeds stad be applied to restoration or repair of the nake broot of loss if not made promptly by Borrower.

promiums and renewal notices or the event of loss, Bernower shall give prompt no the insurverse carrier and lender. Lender

have the right to hold the policies and renewals. Whender requires, Borrower shall promptly give to lender all receipts of pard Units robres Lesundo egagitiom bruchuris a obuba (Us Is bus robres) or oldesgevous et Units stawerer bus existing exuriusiri (IA Absolution y Idranos no run od Lon Harls doid w la vouque khobas Lot Loojdus no wornott y d'aosorbo od Barls no an sue ai od 1 gai bi v surance. This insurance shall be maintained in the amounts and for an erroids that Lender requires. The insurance carrier proagainst loss by the, hazards included within the term "extended covera;" and any other bazards for which Lender requires in-

5. Huzard Insurance. Borrower shall leep the free free from transfer was existing or bereather exceed on the Proposit onion le guizig out le nien or cake one or more of the kind set forth above within 10 days of the giving of noire. o dien which may attiithen over the Social Armana lastia, leader may give Borrower a notice lateit high the la residus si gregorf adi lo traq gun traft senimtab hashal ll henda detammes and gritanitation de Propose si gre anjonament of the fien or forgitting of any bart of the Araky or (c) secures from the holder of the fien an agreement satisface herty, or defends stating enforcement of the help, it got a proceedings which in the Landes council proceeding to provide the the property of the payment of the obligation seemed the ben in a manner accordance to the paying of the first the

south, (a) rowerroll scalin menuation (viruses aith rove thier shiring and virus extend sub-them with reservoir strioment of injuriable proposal reprint the strict of the adergened sith robun bing od at stanoam to soodon thi nobes of announce of paid under this paragraph of a) Absention in the morth of a quarter of the control of the contr which may arran priority over this Security Instrument, and loashold payments or ground rents, if any. Borrower shall pay these

4. Charites, I dente Borrowers hall pay all taxes, assessments, charice, fines and impositions attributable to the Property coub lagionize of Usal bas (out) eventain of thrulo 12 deprify requestioned safety of

to the shall be applied a state that evenges due under the Note; second, to prepayment charges due under the Note; third, to 3. Application of "uyn center. Unless applicable has provides otherwise, all payments received by Londor under paragraphs

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hold by Lender is not sufficient to pay the escrive items when due, Borrower shall pay to Lender any amount necessary to make spung ay) ja tunoum ay) ji spung ja spungya Alujuau inanaka a inangya propinci ay pinga Apdunat arpia nanda s to worms the exercise shall exercise the amount required to pay the exercise when due, the exercise shall be, at 160 for exercise

pupe emonut of the Funds held by Lender, together with the future monthly payments of the Anderson for the current the Funds are pledged as additional security for the same secured by this Secusity factument.

accounting of the Funds showing credits and debits to the Funds and the purpose for which cach debit to the Funds was made. obern saw sharif oit) of tidob does doithy tol escripte band but band of the particle does do tidop of the familiar of ton that shall be paid on the Funds. Unless an agreement is made or applicable has requires interest to be paid. Lender shall not interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that note bruge for bolding and applying the Funds, analyzing the account or verifying the escove nemes, unless lender pays Bereweer gency (including Lander if Lander is such an institution). Lander shall apply the Funds to pay the escrow items. Lander may while to harded a  $\chi$ d beathnaming to between  $\chi$ m dentwise a structure of the spin and the spin density of the spin density

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cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the prin-UNIFORM COVENAUS. Borrower and Lander covenant and agree as follows:

If Lender required wortgage madrance as a condition of making the loan serviced 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 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 decelate 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 a aortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's last 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 mor'ty amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Borrower's successors in interest. Any forebearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 11. Successors and Assignz Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and Venefit 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: (\*\*) is co-signing this Security Instrument only to mortgage, grant and convey 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 Socurity 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 those 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 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 Security 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 rotice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by rotice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender, then given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federar 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 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 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 Lender'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 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 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 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 the paragraphs 13 or 17 cincohy savings form 3633C 437 PAGE 3 OF 4

Y Loan Number: 010019978 NON-UNIFORM COV

19. Acceleration, Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise.) The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure 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, 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 default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Socurity Instrument without further demand and may foreclose this Socurity Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' lees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 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 enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 Security Instrument.

21. Rolease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

22. Warver of Homostoad. Borrower waives all right of homestead exemption in the Property Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Sucurity Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es,)

90		
Adjustable Rate Rider	Condominium Rider	2-4 Family Ridor
Graduated Payment Rivor	Planned Unit Development Rider	
Other(s) [specify]	).c	
SEE RIDERS	AT THED HERETO AND MADE A PA	RT HEREOF
3Y SIGNING BELOW, Borrower accepts	s and agrees to the terms and covenants con-	tained in this Security Instrument and in any
ider(s) executed by Borrower and recorded	with it.	
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STATE OF ILLINOIS,	ook County :	sis /
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eroby certify that IN CHUNG CHON	G and BO SUN CHONG, his wife	0.
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,	personally known to me to be the same Pers	son(s) whose name(s)are
	, appeared before me this day in person, and	
-	as their free and voluntary act,	
Given under my hand and official	il soal, this 29th day of Mo	1958' Meduce
Ay Commission expires:		
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Notary Public, St	CAN SELECT BUTTON THIS BIND PLEAUVELY FOR Lander and Recorder	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
My Commission Expir		
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C BOX #165

#### CONDOMINIUM RIDER

Loan Number: 010019978

#### CITICORP SAVINGS"

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

THIS CONDOMINIUM RIDER is made this 29th day of . 19 88 December and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Socurity 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:

5455 N CALIFORNIA UNIT #1D, CHICAGO, ILLINOIS 60625

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

#### 5445-55 N CALIFORNIA CONDOMINIUM

(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 Juri ier covenant and agree as follows:

- A. Condomini.m 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. Solong 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 perious, 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 Unitrim covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverige 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 bander 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 crise of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is not the express benefit of Lender:
  - (iii) termination of professional management and assumption of self-management or the Owners Association;

condor,					
(iii	) termination of professional i	management and a	ssumption of self-management	or the Owners Association;	
or					
(iv	<ul> <li>any action which would hav</li> </ul>	e the effect of rend	lering the public liability insuran	ce coverage maintained by	
the Owners Asso	ciation unacceptable to Lender	•,			
F. Rem	edies. If Borrower does not pa	y condominium due	es and assessments when due,	then Lender may pay them.	
Any amounts dis	bursed by Lender under this p	aragraph F shall be	ecome additional debt of Borrov	ver secured by the Security	
Instrument. Unle	ss Borrower and Lender agree	to other terms of p	payment, these amounts shall be	ear interest from the date of	
			upon notice from Lender to Bo		<b>X</b> )
RY SIGNING REI	I OW Borrower accepts and a	rece to the terms	and provisions contained in this	Condominium Bidos	<u> </u>
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