MQEFICIAL COPY PREPARED BY:

RETURN TO:

may by Car and

COMMONWEALTH MORTGAGE CO OF AMERICA, L.P. 15028 SOUTH CICERO AVENUE OAK FOREST, ILLINOIS 60452



89035770

[Space Above This Line For Recording Data]

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given onJANUARY1.7.TH
19 89. The r.o. tgagor isJULIE ZEFTEL AND STEVEN L. BLOCK HUSBAND AND
WIFE AND LO ZEFIEL AND SYBIL ZEFIEL HUSBAND AND WIFE
("Borrower"). This Security Instrument is given toCOMMONWEALTH.
MORTGAGE COIP NY OF AMERICA, L.P. which is organized and existing
under the laws of
SOUTH HOUS ION TEXAS 7.7.02.7
("Lender"). Borrower owes Lepter the principal sum ofS.IX.TYS.IXTHOUSANDAND00./.10.0
Dollars (U.S. \$****.66, 000, 00). This debt is evidenced by
Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the
full debt, if not paid earlier, due and payable onF.EBRUARYQ.1 , 20.1.9 This Security Instrument secures
to Lender: (a) the repayment of the delterizenced 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 cover ants and agreements under this Security Instrument and the Note. For this pur-
pose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
COOKCounty, Illinois:

SEE ATTACHED LEGAL DESCRIPTION:

County Clark's Office DEPT-01 \$17.25 

TAX I.D.# 20-12-110-034-1006 Illinois.....("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 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 convenants for national use and non-uniform convenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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	*acoard Houses Tables CF
TRUMENT, PROVIDED WITHOUT CHARGE,	IS HEKERA VCKNOMFEDGED.  RECEILL OF A TRUE COPY OF THIS INS
OTRACI INVION	MY COMMISSION EXP. APR. 15, 1991
NOTARY PUBLIC	NOTARY PUBLIC STATE OF ILLINOIS
attent of the	OPPICIAL SEAL  EARTHA L. MISTER
	THEREIN EXPRESSED.
	SEALED AND DELIVERED THE SAME AS TH
	MITHIN INSTRUMENT, AND THEREUPON TH
SKRIT SELLET , HUSBAND AND WIFE	HUSBAND AND WIFE AND LEO ZEFTEL AND
IS SEFTEL AND SKEVEN L. BLOCK,	SUBSCRIBER, PERSONALLY APPEARED JUL
ana an adolia 6,01	ACCOUNTY SO AND ALLY STREET
O/r	STATE OF ILLINOIS, COOK COUNTY SS:
SAR'T SEFIEL — Borrower	F shi1 sint This Line F
Children of the Coal)	
TEO ZEERER	
(IES). (IES). (IES). (IES).	
STEVEN L BLOCK	46
(Iso2)	« //,
JOLOE ZEPTEL	<b>4</b>
(Ino.2).	( )
• • •	0.
_	and in any rider(s) executed by Portrage and recorded with it
e terms and covenants contained in this Security Instrument	
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n Rider	Adjustabie Lat. Rider Condominium Condominium Planad Unit
	[Check applicable 50% (es)]
	this Security Instrument, the covenants and agreements of each supplement the coverants and agreements of this Security Instru
or noncestate exemption in the Property:	
	ment without charge to Borrower. Borrower shall pay any reci
Security Instrument, Lender shall release this Security Instru-	21. Release. Upon payment of all sums secured by this
	of management of the Property and collection of rents, including bands and reasonable attorneys' fees, and then to the sums se
	pointed receiver) shall be entitled to enter upon, take possessio Property including those past due. Any rents collected by Lende
udicial sale, Lender (in person, by agent or by judicially ap-	prior to the expiration of any period of redemption following ju
ragingh 19 or abandonment of the Property, and at any time	provided in this paragraph 19, including, but not limited to 20. Lender in Possession. Upon acceleration under pa
d to collect all expenses incurred in pursuing the remedies	ty Instrument by judicial proceeding. Lender shall be entitle
	If the default is not cured on or before the date specified in payment in full of all sums secured by this Security Instrume
other defense of Borrower to acceleration and foreclosure.	foreclosure proceeding the nonexistence of a default or any o
	celeration of the sums secured by this Security Instrument, for notice shall further inform Borrower of the right to a
se ni iluear yem sotton ant ni balliceq aseb she brotec -	must be cured; and (d) that failure to cure the default on o
	and 17 unless applicable law provides otherwise). The notic cure the default: (c) a date, not less than 30 days from the c
ment (but not prior to acceleration under paragraphs 13	breach of any covenant or agreement in this Security Instru
ther covenant and agree as following Borrower's	Non-Uniform Covenants. Borrower and Lender fur

Uniform Covena

1. Payment of Principal and Interest; Prepayment 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-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of 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 earnings on the Funds. Lender shall give to Borrower, without charge, an 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 pledged as additional security for the sums secured by

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, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Fan's held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by I en Ier. If 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 held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be apply d: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Boy ower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over 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 pay them on time directly to the person ower payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lie, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation sectives by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of in lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender 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 now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

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

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 Borrower abandons 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 proceed to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 dry period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal small pot extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under 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; Leaseholds. 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 leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

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 secured 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 payable, with interest, upon notice from Lender to Borrower

requesting payment.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's 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 their covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument. 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this forteness.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument.

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

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Scanity 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 (or if a beneficial interest in gorrower is sold or transferred (or if a beneficial interest in gorrower is sold or transferred (or if a beneficial interest in gorrower is sold or transferred (or if a beneficial interest in gorrower is sold or transferred (or if a beneficial interest in gorrower is sold or transferred (or if a beneficial interest in grind in full of all sums

15. Governing Law; Severability. This Security Instrument shall be governed by teceri. Iaw and the law of the jurisdiction in which the Property is located. In the event that any provisions 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 without the conflict shall not affect other provisions of this Security Instrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note was not affect without the conflicting provision.

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provided for in this Security Instrument shall be deemed to have been given to Borrower or Londer when given as provided 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 14. Notices. Any notice to Borrower provided for in this Security Incirum interhall be given by delivering it or by

Faragraph 17.

partial prepayment without any prepayment charge under the Nov.

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 unenforce ible according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph of the second paragraph of the steps specified in the second paragraph of paragraph of the second of the se

necessary to reduce the charge to the permitted limit; and (b) iny sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender m.y choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a re und reduces principal, the reduction will be treated as a under the Note or by making a direct payment to Borrower. If a re und reduces principal, the reduction will be treated as a charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount

If the loan secured by Arthurst Instrument is subject to a law which seems maximum loan 12. Loan Charges.

that Borrower's consent.

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 of paragraph 17. Borrower's coverance find agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property unfer the cerns of this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property unfer the terms of this Security Instrument; (b) is not personally obligated to pay that some paragraph of this Security instrument; (c) is not personally obligated to pay the suppression of this Security instrument. this Security Instrument shall bind a 14 ) enefit the successors and assigns of Lender and Borrower, subject to the provisions

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of

shall not be a waiver of or preclude, he exercise of any right or remedy

Lender shall not be 'equ'red to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Dirrower's successors in interest. Any forbeatance by Lender in exercising any right or remedy the original Borrower or Dirrower's successors in interest. Any forbeatance by Lender in exercising any right or remedy the original solutions of the original solutions are remedy and the continuous solutions and the continuous solutions are remedy interest of Borrower's fall not operate to release the liability of the original Borrower or Borrower's successors in interest.

postpone the due rate of the monthly payments referred to in paragraphs I 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 an or institute of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrows.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandened by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

paid to Borrower.

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 unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender. 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

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

policower shall pay the premiums required to maintain the insurance in effect until such time is the requirement for the It render required mortgage insurance as a condition of making the loan secured by this Security Instrument.

# UNOFFICIAL COPY,

UNIT NO. 5304-3 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF LOTS 1 TO 5 INCLUSIVE (EXCEPT THE EAST 150 FEET OF SAID LOT 5) TAKEN AS A TRACT, IN BLOCK 33 IN HYDE PARK, A SUBDIVISION IN SECTIONS 11, 12 AND 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID LOT 1 AT A POINT 94.57 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID LOTS 1, 2 AND 3 FOR A DISTANCE OF 92.70 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 9.60 FEET; THENCE SOUTH, FARALLEL WITH THE EAST LINE OF SAID LOTS 1, 2 AND 3, FOR A DISTANCE 07 57 52 FEET, TO THE NORTH LINE OF SAID LOT 5; THENCE EAST, ALONG SAID NORTH LINE OF LOT 5, FOR A DISTANCE OF 104.17 FEET, TO THE EAST LINE OF SAID LOT 5; THENCE NORTH, ALONG EAST LINE OF SAID LOTS 1, 2 AND 3, FOR A DISTANCE OF 150.22 FEET TO-THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 94.57 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED ON FEBRUARY 22, 1973 AS DOCUMENT NO. 22228153 WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 2150 AND RECORDED IN THE OFFICE OF THE PECORDER OF COOK COUNTY AS DOCUMENT NO. 22228153 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, (EXCEPTING FRCM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL OF THE PRITS THEREOF AS DEFINED Clart's Office AND SET FORTH IN SAID DECLARATION AND SURVEY

# **UNOFFICIAL COPY**

Property or Coot County Clert's Office

### UNQ556CHALORGEPYO

THIS CONDOMINIUM RIDER is made this 17TH day of JANUARY 1989, 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
of the same date and covering the Property described in the Security Instrument and located at:
of the same date and covering the Property described in the Security institution and located at.
5304-3 SOUTH CORNELL XAPENE, CHICAGO, ILLINOIS 60615  [Property Address]
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
5304 CONDOMINIUM ASSOCIATION [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.
CONDCARIN UM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower
and Lender further covenant and agree as follows:
A. Condom'niv 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) '5,-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly
pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a
"master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance
coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within
the term "extended coverage," then:
(i) Lender waives the provision in the 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 requirer 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 noceeds in lieu of restoration or repair following a loss to the Property.
whether to the unit or to common elements, any proceeds proceeds proceeds proceeds proceeds 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 chamages, 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 issigned 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, exception abandonment or termination required
by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit
of Lender;
(iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by
the Owners Association unacceptable to Lender.
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security
Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear in erect 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.

Witness AS TO BOTH:

Jon M. Prom- LEG

.....(Seal)

..(Scal) Borrower

.(Seal) Borrower

...(Scal) -Borrower

## **UNOFFICIAL COPY**

STATE OF Delimine,

OH THIS 16 DAY OF JONUAN OH THIS  $l \, b^{t}$  DAY OF  $\mathcal{J}$   $\mathcal{J}$   $\mathcal{L}$  , 19£7 BEFORE M., The SUBSCRIBER, APPEARED LEO ZEFTEL AND SYBIL ZEFTEL, HUSBAND AND WITE WHO, I AM SATISFIED, COUNTY SS: NEW CATCLE

1967 BEFORE MF

'USBAND AV'

TEF

THEREUPON THEY ACKNOWLEDGED THAT THEY SIGNED, SLALLD AND DELIVERED THE SAME AS THEIR ACT AND DEED, FOR THE PURPOSES THEREIN TARESSED. ARE THE PERSON(S) NAMED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND

MY COMMISSION EXPIRES: 12/21/1/2 NOTARY F.

NOTARY PUBLIC