

# UNOFFICIAL COPY

PREPARED BY: Marlene Gura  
HINSDALE FEDERAL SAVINGS AND LOAN  
P.O. BOX 386 HINSDALE, ILLINOIS 60521

Box 156

89055749

2000  
25756  
88678

(Space Above This Line For Recording Data)

LOAN # 002-1036187

## MORTGAGE

DECEMBER 06

19. THIS MORTGAGE (S) is made by ~~Grant Square~~ <sup>Grant Square</sup> ~~Hinsdale~~ <sup>Hinsdale</sup> ~~Federal Savings and Loan Association~~ <sup>Federal Savings and Loan Association</sup> ~~under the laws of the United States~~ <sup>under the laws of the United States</sup> ~~Grant Square, Hinsdale, IL 60521~~ <sup>Grant Square, Hinsdale, IL 60521</sup> ~~and whose address is P.O. Box 386~~ <sup>and whose address is P.O. Box 386</sup> ("Lender"). Borrower owes Lender the principal sum of ~~Twenty Three Thousand Four Hundred~~ <sup>Twenty Three Thousand Four Hundred</sup> ~~40/100~~ <sup>40/100</sup> Dollars (U.S. \$ 53,000.00). 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 on ~~February 1, 2019~~ <sup>February 1, 2019</sup>. 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 of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ~~Illinois~~ <sup>Illinois</sup> County, Illinois.

### PARCEL 1:

UNIT NUMBER 308 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED AS "PARCEL"):

LOT 9 AND THE NORTH 132 FEET OF LOT 10 IN BLOCK 2 IN KETTLESTRINGS ADDITION TO HARLEM, BEING A SUBDIVISION OF THE NORTH PART OF THE NORTHWEST 1/4 OF SECTION 07, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LANDALE TRUST AND SAVINGS BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1971 AND KNOWN AS TRUST NUMBER 5787 IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22240167 TOGETHER WITH AN UNDIVIDED 1.278 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 221 N. KENILWORTH AVE.  
OAK PARK, ILLINOIS.

### PARCEL 2:

89055749

UNIT NUMBER "Q-6", AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED AS "PARCEL"):

LOT 9 AND THE NORTH 132 FEET OF LOT 10 IN BLOCK 2 IN KETTLESTRINGS ADDITION TO HARLEM, BEING A SUBDIVISION OF THE NORTH PART OF THE NORTHWEST 1/4 OF SECTION 07, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LANDALE TRUST AND SAVINGS BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1971 AND KNOWN AS TRUST NUMBER 5787 IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22240167 TOGETHER WITH AN UNDIVIDED 1.278 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

3d 156

*John G. Blawie*

McGraw-Hill Construction Co., Inc. April 3, 1990

Under and sealed my hand and official seal this

RECEIVED

... delivered the said instrument as *John G. Blawie* ...  
... and to the foregoing instrument appended this day in person, and acknowledged that the  
... personally known to me to be the same person(s) whose name(s) *John G. Blawie* ...  
do hereby certify that *John G. Blawie*, A. MCGRAW

... a Notary Public in and for said county and state,  
... County of *Cook* *John G. Blawie* *John G. Blawie*  
State of Illinois

...  
(Seal)

*John G. Blawie*

RECEIVED

... and in my opinion is executed by the subscriber and recorded with the  
... Secretary of State, the Notary Public and agreements of each such holder shall be incorporated into and shall amend and  
... supplement the documents, if one or more holders are deceased by Borrower and recorded together with  
... 23. Reciter to this Security Interest, if one or more holders are deceased by Borrower and recorded together with  
... 22. Wearer of Homeestead, Borrower or waives all right of homestead exemption in the Property.  
... amount without charge to Borrower shall pay any recording costs.  
... Release, I am paid payment of all sums secured by this Security Interest, Lender shall release this Security  
... and recitals and representations of facts, and due to the sum secured by this Security Interest.  
... party holding these parts due and rents collected by Lender of the property and to pay him of the  
... and recycles shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
... the expiration of any period of redemption following payoff of 19 or abandonment of the Property and at any time  
... Lender in Possession, to plan acceleration under paragraph 19 or abandonment of the Property and at any time  
... but not limited to, re-accomplish alterations, fees and costs of title evidence.  
... under shall be entitled to collect all expenses incurred in preparing the records provided in this paragraph 19, including  
... this Security Interest until further demand and may require immediate payment in full of all sums secured by  
... before the date specified in the notice, Lender at his option may require immediate payment in full of all sums secured on or  
... extension of a default or any other defense of Borrower to accelerate and collect the same. If the default is not cured  
... Borrower of the right to reinstate after acceleration and the right to assert in the lender proceeding the non-  
... secured by this Security Interest, foreclosure by judicial proceeding and sale of the property. The notice shall further  
... and do, that failure to cure the defect in the notice is given to Borrower, by which the defect must be cured  
... default or less than 30 days from the date the notice is given to Borrower; (a) the action required to cure the  
... breach applicable law provides otherwise. The notice shall specify: (a) the defect; (b) the action required to cure the  
... unless specified or agreed in this Security Interest, unless otherwise agreed in paragraphs 13 and 17  
... 19. Acceleration: Remedies: Lender shall give notice to Borrower prior to acceleration following Borrower's  
... non-delivery of instruments, Borrower and Lender further covenant and agree as follows:

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**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all fixtures, fittings, equipment, real property, All improvements and addenda shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

**Borrower's Coverances** that Borrower is lawfully vested of the estate herein, conveyed and has the right to mortgagor, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower's heirs and devisees; the title to the Property, against all claims and demands, subject to any encumbrances of record.

**This SECURITY INSTRUMENT** constitutes a written instrument executed for general use and non-uniform coverances with limited jurisdiction to constitute a uniform security instrument covering real property.

which has the address of 221 N. CALIFORNIA AVENUE  
Phone 60302-2074 - (Please addressee's address) 120 Goodell

Unit number 306 and "G-6", as delineated on survey of the following described parcels:

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 non-existence 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 Security Instrument without further demand and may foreclose this Security 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' fees 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 a 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. Release. 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. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) (specify) MORTGAGE RIDER-PARAGRAPH 17 SUPPLEMENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*Myrtle R. Peterson*  
MYRTLE R. PETERSON

(Seal)  
RECEIVED  
CLERK'S OFFICE OF COOK COUNTY

(Seal)  
RECEIVED  
CLERK'S OFFICE OF COOK COUNTY

(Seal)  
RECEIVED  
CLERK'S OFFICE OF COOK COUNTY

(Space Below This Line for Acknowledgment)

STATE OF ILLINOIS,

*Cook*

County ss:

I, *Ella Elaine Kadlec*, a Notary Public in and for said county and state, do hereby certify that *Myrtle R. Peterson*, a Notary Public in and for said county and state, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *she* signed and delivered the said instrument as *her* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *6th* day of *December*, 1988  
My Commission expires: *Apr. 3, 1990*

*Ella Elaine Kadlec*  
Notary Public

*Bd*

TO:  
AL

13

DECLARATION OF CONDOMINIUM MADE BY LAWNDALE TRUST AND SAVINGS BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1971 AND KNOWN AS TRUST NUMBER 6787 IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 32240167 TOGETHER WITH AN UNDIVIDED 1.278 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY IN COOK COUNTY, ILLINOIS.

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

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award 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 due date 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 amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall 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 modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with 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 Security Instrument is subject to a law which sets maximum loan 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 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 choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or reparation of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Noticees.** 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 notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security 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 Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Under this section of the Act, the Auditor General may require the Minister of Finance to make a statement to the House of Commons concerning the financial position of the Government of Canada.

**Protection of Lender's Rights in the Property Interests.** If Borrower fails to perform the terms and agreements contained in this Note, Secured Note, or the other agreements in this Note, Lender may exercise all rights available to it under applicable law to protect its interest in the property described in the Note.

o Processor and Intermediate of Property: lessees shall not destroy, damage or sublease it, without the permission of the lessor, if this Security Instrument is on a leasehold, otherwise, it shall be liable for the damages caused by the lessee.

1. **1851** ended and Horner's other practice agree in writing, any application of proceeds to principal shall not exceed one-half of the monthly payments referred to in paragraphs 1 and 2 of change the amount of the paym-

A sustainable policies and measures shall be acceptable to Lester and shall include a standard message class and provide the right to hold the parties and persons liable for loss or damage in the event of loss. Sustainable development principles shall be applied to restoration of certain

3. **Eligible Investors:** Investors shall keep the above documents ready containing all the relevant details for verification of the property.

Having regard to the particular circumstances of the case, the Court of Justice of the European Union has pronounced its judgment in accordance with Article 231 ECJR, which reads as follows:

3. **Applicable to all persons**: This section requires that the person to whom it applies must be a natural person.

the *Journal of Clinical Psychology* and *Journal of Counseling Psychology* to pay the extra cost of sending their manuscripts to peer review. In addition, the *Journal of Clinical Psychology* and *Journal of Counseling Psychology* will not charge authors for the preparation or submission of manuscripts.

The first part of the paper is concerned with the structure of the  $\mathcal{L}$ -algebra  $\mathcal{L}(\mathcal{A})$ , where  $\mathcal{A}$  is a  $\mathbb{Z}_2$ -graded  $\mathcal{L}$ -algebra.

The Friends' slogan "Friends do it better" was used in a similar context to the Friends' slogan "The Friends' pledge is superior" in the Friends' self-presentation strategy.

Figure 1 shows the results of the experiments. The first two rows show the mean ground truth and association results for each of the four methods. The last two rows show the mean ground truth and association results for each of the four methods. The last two rows show the mean ground truth and association results for each of the four methods.

1. **Practical and Theoretical Programming and Logic Changes.** Borrower shall promptly pay when due the principal and interest accrued by the Note and any prepayment and late charges due under the Note.
2. **Laws for Places and Jurisdictions.** Borrower to apply specific law of 20 states when loan is paid in full; a sum ("Friends") equal to

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LOAN NO. 992-1036197

## RIDER

This Rider is made this STX<sup>TH</sup> day of DECEMBER, 19 88.

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned ("the borrower") to secure Borrower's Note to BELMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 221 N. ZENITHWORTH AVENUE UNIT 308

CAL PARK, IL 60102-2074  
(PROPERTY ADDRESS)

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

By signing this, Borrower agrees to all of the above.

*Joyce R. Peterson*  
Joyce R. Peterson  
(BORROWER) Seal

674/CCG/694  
674/CCG/694

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Property of Cook County Clerk's Office

647550088

**UNOFFICIAL COPY**

LOAN NO. 202-1236137

THIS CONDOMINIUM RIDER is made this SIXTH day of DECEMBER, 1988  
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  
HINSDALE FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
221 N. KENILWORTH AVENUE UNIT 308, PARK TL 60102-2074

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

## KENILWORTH TERRACE

## Some 54 Condominium Projects

(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.

**CONDONIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (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.** 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 Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

**Borrower shall give Lender prompt notice of any lapses 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 Instruments as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

(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 coverage maintained by the Owners' Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower, secured by the Security

Any amounts disbursed by Lender under this paragraph F shall accrue additional debt of Borrower secured by the security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.**

Myrtle R. Peterson  
MYRLE R. PETERSON

**HYRLE E. R. PETERSON**

... (Scal)

—(Seal)—

(Scal)

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