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Form 1004 (Rev. 11/99)

ILLINOIS - Single Family Residential Mortgage Instrument

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

encumberance of record.

DEBORAH COVANTS that Borrower is hereby conveying and conveying to the Property and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumberance of record, subject to any

is referred to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All representations and additions shall also be covered by this Security Instrument. All of the foregoing

Illinois 60630 ("Property Address")

which has the address of 911 W. GUNNISON, UNIT 3W CHICAGO, ILLINOIS 60640

THIS MORTGAGE IS BEING RECORDED TO CORRECT THE ADDRESS OF THE PROPERTY.

MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC., ITS SUCCESSORS AND ASSIGNS, PARKING SPACE NUMBER P-2 AS A LIMITED COMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART HEREOF ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF

PERMANENT INDEX NO. 14-08-419-046-1006 VOLUME 478

UNIT 3-W TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN FLORENCE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25996528, IN THE SOUTHWEST QUARTER 4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

located in COOK County, Illinois. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property: The Security Instrument 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. The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all reasonable, attorneys 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 payment 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

under the laws of STATE OF CALIFORNIA 2999 PARK BLVD / HAYWARD / CALIFORNIA 94545 (Lender). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTEEN THOUSAND AND NO/100 DOLLARS (U.S. \$ 18,000.00). 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. The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all reasonable, attorneys 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 payment 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

MORTGAGE

06-009169-54

[Type Above the Line for Recording Fee]

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UNIFORM COVENANTS, Borrower and Lender consent and agree as follows:

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 attach priority over the Security Instrument; (b) yearly mortgage 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 "current items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future current items.

The Funds shall be held in an institution the depositor or accounts or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the current items. Lender may not charge for holding and applying the Funds, analyzing the account or crediting the current 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. 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 the Security Instrument.

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 current items, shall exceed the amount required to pay the current 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 Funds held by Lender is not sufficient to pay the current items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as requested by Lender.

Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. 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 of the Funds to the same secured by the Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: 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. **Changes; Loans.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach priority over the Security Instrument, and mortgage 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 owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under the payment. If Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien on which has priority over the Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the 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 the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take other action not later than 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 requests insurance. The insurance shall be maintained in the amount and for the periods that Lender requests. The insurance contract providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and contracts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and contracts. If Lender requests, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lender a copy of the insurance contract and 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 impaired. If the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the same secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not secure within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to purchase or replace the Property or to change the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, if from damage to the Property is acquired by Lender, Borrower's right to any insurance proceeds or proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by the Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholdings.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or come into waste. If the 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 the 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 the Security Instrument, appointing in court, paying reasonable attorney's 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 the Security Instrument. Unless Borrower and Lender agree to other terms of payment, those 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.

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If Leader required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Leader's written agreement or applicable law.

8. Inspection. Leader or its agent may make reasonable entries upon and inspections of the Property. Leader 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 damage, 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 Leader.

In the event of a total taking of the Property, the proceeds shall be applied to the sum 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, notes Borrower and Leader otherwise agree in writing, the sum 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 sum 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 Leader to Borrower that the condemnation offers to make an award or settle a claim for damage, Borrower fails to respond to Leader within 30 days after the date the notice is given, Leader is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not then due.

10. Borrower Not Released; Forbearance. Forbearance By Leader Not a Waiver. Extension of the time for payment or modification of a portion of the sum secured by this Security Instrument granted by Leader to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Leader shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify or waive any portion of the sum secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Leader in exercising any right or remedy shall not be a waiver of or release of the exercise of any right or remedy.

11. Successors and Lenders Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Leader 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 sum secured by this Security Instrument; and (c) agrees that Leader and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to this Security Instrument and 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 to mean 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 sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Leader may choose to make a 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 expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Leader, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may make any remedies provided for in this Security Instrument shall be deemed to have been given to Borrower or Leader when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by making 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 designated by notice to Leader. Any notice to Leader shall be given by first class mail to Leader's address stated herein or any other address designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Leader 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 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 the extent the provisions of this Security Instrument and the Note are declared to be unenforceable.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and a 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 Leader's prior written consent, Leader 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 Leader if exercise is prohibited by federal law as of the date of this Security Instrument.

18. Leader exercises this option, Leader shall give Borrower notice of acceleration. The notice shall state 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 those sums prior to the expiration of this period, Leader may make any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of this period. Those conditions are that Borrower: (a) pays Leader 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 attorney's fees; and (d) takes such action as Leader may reasonably require to assure that the lien of this Security Instrument, Leader's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument 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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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly principal and interest payment.

4[D] Below, this rounded amount will be my new interest rate until the next Change Date. In addition to the nearest one-eighth of one percentage point (0.125%) Subject to the limits stated in Section 4[D] below, the Note Holder will calculate my new interest rate by adding QUARTERS percentage points (2.750%) to the Current Index. The Note Holder will then round the result of this calculation to the nearest one-eighth of one percentage point (0.125%).

(C) Calculation of Changes

If the index is no longer available, the Note Holder will choose a new index which is used upon comparable information. The Note Holder will give me notice of this choice. Date is called the "Current Index."

Beginning with the first Change Date, my interest rate will be based on an index. The "index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 15 days before each Change Date is called the "Current Index."

(B) The Index

The interest rate I will pay may change on the first day of FEBRUARY, 19 92, and on that day every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date."

(A) Change Dates

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.000%. Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

ADDITIONAL COVENANTS:

The Note contains provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrower must pay.

Property Address

171 N. GURKISON, UNIT 3W, CHICAGO, IL 60640

THIS ADJUSTABLE RIDER is made this SIXTH day of JANUARY, 19 89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Instrument (the "Lender") of the same date and covering the property described in the Security Instrument, and located at: CORDELL PARKER RESIDENTIAL MORTGAGE SERVICES, INC.

Loan Number: 06-009169-54

ADJUSTABLE RATE RIDER
(1 Year Index - Interest Rate Cap)

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Borrower _____ (Seal) _____ Borrower
 Borrower _____ (Seal) _____ Borrower
 CHARLES A. COTTON
 TAMM JO COTTON

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Adjustable Rate Rider

on Borrower. If Lender exercises the option to require immediate payment in full, 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.

to the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

to evaluate the extended transferee as if a new loan were being made to the transferee; and [f] Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 for 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. Lender shall not exercise this option if: [a] Borrower causes to be submitted to Lender information required by Lender to evaluate the extended transferee as if a new loan were being made to the transferee; and [b] Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

(f) Notice of Changes: The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

(e) Effective Date of Changes: My new interest rate will become effective on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(d) Limit on Interest Rate Changes: The interest rate I am required to pay at the first Change Date will not be greater than 11.00%. Therefore, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.00%.

AND REVER LESS THAN 9.00%
INITIALS / INITIALS

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MULTI-STATE CONDOMINIUM RIDER - Single Family - Financial Uniform Instrument (2003)

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Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. 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. 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

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:

(A) Hazard Insurance
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) Condominium Obligations
Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS
In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

(a) The "Condominium Project" is the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the use, proceeds and benefits of Borrower's interest.

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

911 N. QUINCY, UNIT 3N, CHICAGO, IL 60640
Property Address

and located at:

THIS CONDOMINIUM RIDER is made this _____ day of _____, 19 _____, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument")

and located at:

Loan Number: 06-009169-54

CONDOMINIUM RIDER

[Handwritten signature]

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[Signature]
Borrower
THOMAS J. COTTON

[Signature]
Borrower
CHARLES M. COTTON

RECORDED
INDEXED
MAR 14 1989
COUNTY OF LOS ANGELES
REGISTERED

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

If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amount disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note Rate and shall be payable with interest, upon notice from Lender to Borrower requesting payment.

(f) Remedies

- (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 Lender;
- (iii) termination for 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.

(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:
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.

(d) Condemnation

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.

(c) Public Liability Insurance

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.