

UNOFFICIAL COPY

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DEPT-01 \$15.25
T#4444 TRAN 6559 04/20/89 11.12.00
#5631 # D * -B9-174909
COOK COUNTY RECORDER

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DOC. 020

MORTGAGE

89174909

THIS MORTGAGE ("Security Instrument") is given on APRIL 17, 1989
The mortgagor is DANIEL NORTH, DIVORCED AND NOT SINCE REMARRIED AND THERESA
KLEMZ, ASPINSTER

("Borrower"). This Security Instrument is given to FIRST NATIONWIDE
BANK, A FEDERAL SAVINGS BANK, which is organized and existing
under the laws of THE UNITED STATES OF AMERICA, and whose address is 700 MARKET STREET,
SAN FRANCISCO, CA 94102

("Lender"). Borrower owes Lender the principal sum of
THIRTY EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ *****38,000.00). 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 MAY 01, 2019. 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 COOK County,
Illinois:

UNIT NUMBER 44-3AE, IN THE FRANCISCO-ROSEMONT CONDOMINIUM, AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOTS 1 TO 4 INCLUSIVE, IN BLOCK 6 IN THOMAS J. GRADYS SIXTH GREEN
BRIAR ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THE NORTHEAST 1/4
OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY
IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED
AS DOCUMENT 25203500, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST
IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS.
PIN: 09501-13-040-1004

which has the address of 6244 N. FRANCISCO #3AE CHICAGO
Illinois 60659-0000 ("Property Address");

15 00 MAIL

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

This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by
jurisdiction to constitute a uniform security instrument covering real property.

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LAND TITLE CO.

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Property of Cook County Clerk's Office

Uniform Covenants, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Repayment 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 be levied on the property over the term of the Note; (b) 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 of the deposit 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 purposes for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by 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 Funds 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 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 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 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. Charges. Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may arise in connection with the Property, including taxes, assessments, charges, fines and impositions attributable to the Property which may arise in connection with the Property, including taxes, assessments, charges, fines and impositions attributable to the Property which may arise in connection with the Property.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defaults 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 this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may arise in priority over the lien or Security Instrument, Lender may give Borrower a notice that 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 improvement in a low 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 amount 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, Borrower shall promptly give to Lender all receipts of paid premiums and removal 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 by the restoration or repair, then Lender may, without obligation, either to restore or repair the Property, or to pay sums secured by this Security Instrument, whichever is more advantageous to Lender. Lender may, without obligation, either to restore or repair the Property, or to pay sums secured by this Security Instrument, whichever is more advantageous to Lender. Lender may, without obligation, either to restore or repair the Property, or to pay sums secured by this Security Instrument, whichever is more advantageous to Lender.

30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal or to extend or postpone the 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 proceeds 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. Protection and Maintenance of Property. Lender shall not destroy, damage or substantially change the Property, follow the Property to deterioration or committal 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 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 this Security Instrument. Unless Borrower and Lender agree to other forms 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.

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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 condormor 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 its right or remedy or providing or producing the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and (a) 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 shall be reduced by the amount necessary to reduce the permitted limit; then: (a) any such loan charges shall be reduced by the amount necessary to reduce the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limit shall be refunded to Borrower. Lender may choose to make the 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, 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. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any 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 provided in this paragraph.

15. Governing Law; Sovereignty. 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 conforming 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 exercised 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 be given 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, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. 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 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 attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of 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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OAK BROOK, ILLINOIS 60521
1520 KENSINGTON ROAD, STE. 300
FIRST NATIONAL BANK
RECORD AND RETURN TO:
PREPARED BY: DAWN M. SCOTT

MY COMMISSION EXPIRES: 1-10-90

I, Patricia J. Love, a Notary Public in and for said County and State do hereby certify that Daniel North & Theresa Klmz personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and given under my hand and official seal, this 17th day of April, 1989.

NOTARY PUBLIC

STATE OF ILLINOIS COUNTY OF COOK

SS

(Space Below This Line For Acknowledgment)

Date _____ (S&J)

Date _____

Date _____

4-17-89

Date _____

Daniel North
Theresa Klmz

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condo/Planned Unit Development Rider
- 1-4 Family Rider
- Other(s) (specify)

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (a) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (b) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (c) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (d) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (e) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (f) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (g) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (h) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (i) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (j) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (k) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (l) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
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 (n) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (o) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (p) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (q) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
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 (s) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (t) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (u) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (v) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (w) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (x) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (y) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
 (z) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:

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Property of Cook County Clerk

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Property of Cook County Clerk's Office

Loan # 0042770067
Copies: 1 of 3 - Lender
2 of 3 - Borrower
3 of 3 - File

CLOSER ID: 10249
FNLMA/FHLMC UNIFORM INSTRUMENT 3140 12/83
LO494 (R03) 3/89 NATIONWIDE
CRA 1

69174909

Date _____
Date _____
Date 4/17/89 Theresa Klemz
Date 4/17/89 DANIEL NORTH

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
Instrument, Lender agrees to other forms of payment, these amounts shall bear interest from the date of
Any amount disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
Owners Association unacceptably to 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
Lender;
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of
domain;
(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
other partition or subdivision of the Property or consent to;
E. Lender's Prior Consent. Borrower shall not except after notice to Lender and with Lender's prior written consent,
shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
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
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners
paid to Lender for application to the Security Instrument, with any excess paid to Borrower.
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
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.
deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is
yearly premium maintenance for hazard insurance on the Property; and
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the
the form "extended coverage," then:
coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within
"master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance
D. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a
pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's
Borrower and Lender further covenant and agree as follows:
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
"Owners Association" holds title to property for the benefit or use of its members or shareholders, the Property also
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
known as: 6244 N. FRANCISCO
CHICAGO IL 60659-0000
6244 N. FRANCISCO #3AE

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
FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK
of the same date and covering the Property described in the Security Instrument and located at:
6244 N. FRANCISCO #3AE
CHICAGO IL 60659-0000
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
known as: 6244 N. FRANCISCO

DOC. 022

CONDOMINIUM RIDER