If Lender required mortgage insurance as a condition of plating the loan secured by this Seturify 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 Walver. Extension of the time for payment or modification of amortization of the sum, 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 Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the processors 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 fror. Porrower 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 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 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.

disburgament at the Note rate and shall be payable with integer, mon notice from Lender to Borrower requesting payment. attument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

does not have to do so

torneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender peying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attor whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay commined in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property

Lender agrees to the merger in withing.

7. Protection of Lander's filghts in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements

with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and fee title shall not merge unless Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lesschold, Borrower shall comply

ending and Maintenance of Property; Lessebolds, Borrower shall not destroy, damage or substantially change the to the acquiation.

perty prior to the acquisition shall pass to Lender to the cutent of the sums secured by this Security Instrument immediately prior 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Prothe due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph

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

Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to Lav sums secured by this ty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to artife a claim, then Lender or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds a all be applied to the sums security instrument, whether or not then due, with any excess paid to Borrower. If Borrow it abandons the Proper-Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration Unices Lender and Borrower otherwise agree in writing, insurance proceeds shall be a nit d to restoration or repair of the

may make proof of loss if not made promptly by Borrower.

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the manner carrier and Lender. Lender have the right to hold the policies and renewals. If Lender requires, Borrower shan p on pally give the Lender all receipts of paid

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall insurance shall be chosen by Borrower subject to Lander's approval which that not be unreasonably withheld.

This insurance shall be maintained in the amounts and for the periods that Lendy requires. The insurance earrier providing the toss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance.

grames. Borrower shall keep the improvements now ex et in or hereafter erected on the Property insured against S. Hazari los

shall satisfy the tien or take one or more of the actions set forth and within 10 days of the giving of notice. a tien which may attain priority over this Security Instrument, Lender nay give Borrower a notice identifying the lien. Borrower to Lender subordinating the tien to this Security instrument. (I.I. nace determines that any part of the Property is subject to forcement of the tien or forfedure of any part of the Property, or () secures from the holder of the lien an agreement satisfactory Hen by or defends against enforcement of the lien in, legal p.oc. edings which in the Lender's opinion operate to prevent the en-

writing to the payment of the obligation secured by the der in a manner acceptable to Lender; (b) contests in good faith the Borrower shall promptly discharge any ilen which bis priority over this Security Instrument unless Borrower; (a) agrees in makes these payments directly, Borrower shall protored, furnish to Lender receipts evidencing the payments.

owed payment. Borrows shall promptly furnish to sender all notices of amounts to be paid under this paragraph. If Borrower tions in the manner provided in paragraph 2, or it not read in that manner, Borrower shall pay them on time directly to the person may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obliga-

Charges, Liens. Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property which

1 and 2 shall be applied: first, to ler of arges due under the Note; second, to prepayment charges due under the Note; third to amounts payable under paragraph 2; for rib, to interest due; and last, to principal due.

cados of Payments. Un es applicable saw provides otherwise, all payments received by Lender under paragraphs

against the sums secured by this Acurity Instrument. prior to the sale of the Processy or its acquisition by Lender, any Funds held by Lender at the time of application as a credit M. held by Lender, If under I ares uph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately

Upon payment in activity all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds

up the deficiency in one or more payments as required by Lender. held by Lender is n. c. of ficient to pay the escrow items when due Borrower shall pay to Lender any amount necessary to make

option, either prent, trapaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds dates of the escree, items, shall exceed the amount required to pay the escrew items when due, the excess shall be, at Borrower's If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due

southy for the sums secured by this Security Instrument.

credits and debits to the Pands and the purpose for which each debit to the Funds was made. The Funds are pledged as additional interest or carnings on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds showing Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Borrower's entering tato this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with not observe for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower agency (including Lender it Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may

The Funds that be held in an institution the deposit, or accounts of which are insured or guaranteed by a federal or state SECTOW MOTORS. seems are called "escrow stems." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future nesses on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These

(a) yearly tones and assessments which may stistin priority over this Security instrument; (b) yearly lesschold payments or ground being besident and the More much the More to being in full a sum ("Funds") equal to one-twelfth of: nass. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender

where of Interded and tenesor, important and the Compact and late charges due under the Note. PRINCIPAL CONFINENTS. BORTOMER and Lender coverent and agree as follows: 28 2 PP

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 30 The mortgagor is LORRY D. WALKER AND FILAGONIA L. WALKER, HIS WIFE	19	<u>90</u> .
("Borrower"). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK		
, which is organized	and	existing
under the laws of UNITED STATES OF AMERICA and whose address is	("1	ender").
Borrower owes Lender the p.incipal sum of EIGHTY THOUSAND AND NO/100 Dollars (U.S. \$ 80,000.00). This debt is evidenced by Bo	` .	
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the fulpaid earlier, due and payable on SEPTEMBER 1, 2005. This Security Instrument secures to Larepayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpodoes hereby mortgage, grant and convey to Lorder the following described property located in COOK.	il deb ender the p t; and	t, if not : (a) the payment d (c) the
County, Illinois:		

PARCEL 1: UNIT NO. 2-A IN THE WESTGATE CONDOMINIUM AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE LINEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

17-17-228-007 17-17-228-008 17-17-228-009, VOL. 591 which has the address of 812 WEST VAN BUREN-UNIT 2A CHICAGO
(Street) (City)

Illinois 60607 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

MB-284 Flow, 10/88 14884 BOX 15

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

wi in the ferectorare proceeding the non-existence of a default or any other defense of Boris of the Property. The notice shall further inform Borrower of the right to reinstate

Transport of the modes to motioner before to acceleration tofforming motioner, a prescript of any

uit in acceleration of the same secured by this Security Instrument,

seromer, by which the default must be cured; and (d) that failure to cure the

ement (but not prior to acceleration under paragraphs 13 and 17 unless applicable selly; (c) the default; (c) a date, not less

LEGAL DESCRIPTION

PARCEL 1:

Unit No. 2-A in the Westgate Condominium as delineated on a plat of survey of the following described Real Estate:

Parts of Lots 9, 10 and 11 in Block 20 of Duncan's Addition to Chicago, being a Subdivision of the East 1/2 of the Northeast Quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium Recorded June 26, 1990, as Document 80303797 and LR 3891819 together with its undivided percentage interest in the common elements.

PARCEL 2:

Nonexclusive Essement in favor of Parcel 1 for ingress and egress as created, limited and defined in Declaration of Essements. Restrictions and Operating Agreements Recorded June 26, 1990 and filed with the Registrar of Titles as Document No. 90303796 and LR 3891818 through, over and ucross the lobby area and corridor between the elevator and the door in the Southeast portion of the "Commercial Property".

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTPAGE DATED AUGUST 30, 1990 A.D.

90426702

THE PARTY DESCRIPTION

PARCES, LI

Will No. 2-A in the Westgale Condominium an delineaced on a plan of agency following described Real Estator

Parks of Lots 9, 10 and 11 in Slock 20 of Cancer's which so to Jaimey Subdivision of the East 1/2 of the Morthage Courter of the Lee 1. . Manya is and to the Third Enforcement Mondain in Special to the second attained as Burlolt "A" to the Evoluterism of Condomination Control of the Condomination Control of the Condomination of the Condominat Description 180303787 and LR 3481818 towering with 1th und alded resembles. common elements,

PARCEL 23

Morandlusiva Engagest in favor of Forces I for ingress. mad defined in Declaration of December . Device the Recorded June 28, 1990 and filled with the lengisters of and its 3891918 through, over and norgen the luncy and and normal elevator and the door in the Southough portion of Of County

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CONDOMINIUM RIDER

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THIS CONDOMINIUM RIDER is made this 3UTH, day of AUGUST, 19.90, 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 CITIBANK, FEDERAL SAVINGS BANK. (the
"Lender") of the same date and covering the Property described in the Security Instrument and located at: 812 WEST VAN BUREN-UNIT 2A, CHICAGO, ILLINOIS 60607
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium
project known as: WESTGATE CONDOMINIUM (NAME OF CONDOMINIUM PROJECT)
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owner." 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.
CONDOM NIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Linder further covenant and agree as follows:
A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Pro-
ject's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which
Transaction Condeministry Veniors (ii) by Javes (iii) gode of regulations; and (iv) other equivalent documents. Bor-

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 any periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage;" then:

(i) Lender waives the provision ir Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for harmed 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 lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common element, 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 accepte ble in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for dam ages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written con-

sent, either partition or subdivide the Property or consent to:

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

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

(iii) termination of professional management and assumption of self-management of the Cyners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by

the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear 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 parms and provisions contained in this Condominium Rider.

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